

## TERMS AND CONDITIONS OF TRANSPORT

Date 18.06.2024

**Definition:** "Carrier" is any person or company that contractually undertakes to transport goods for third parties in return for payment. "Client" is MConsulting & Logistics - FZCO, which concludes a contract for the transportation of goods with a carrier.

**Transfer of liability:** The carrier assumes liability in accordance with the CMR Convention. He assumes full liability for the transportation of the goods, not limited to damages, losses or delays that occur during transportation. This applies from the time of collection of the goods until proper delivery at the destination. The client is excluded from any liability in relation to the transportation and related services.

**Duty of care:** The carrier undertakes to carry out the transportation with the greatest possible care and in compliance with all applicable national and international regulations. In particular, all safety precautions must be taken to ensure that the goods can be transported and unloaded in accordance with the agreed conditions.

**Insurance:** The carrier hereby confirms that it has valid insurance covering all potential damage and loss during transportation until proper delivery at destination.

**Damage reporting and settlement:** The carrier is obliged to immediately report any damage, loss or delay to the client and the insurer. The carrier assumes full responsibility for the settlement of the claim and communication with the insurer for all parties concerned.

**Indemnity:** The carrier shall indemnify the client against any third party claims that may arise in connection with the transportation of the goods. This includes all claims for loss, damage or delay of the goods and the means of transportation.

**Legal basis:** This exclusion of liability and the transfer of liability are based on the applicable statutory provisions and the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road), where applicable.  
The place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of the client.

**Severability clause:** Should any provision of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision.