

Terms and Conditions - AIR

Sender's responsibility.

By giving us your shipment, you agree to the conditions of Contract.

Certain international treaties, including the Warsaw Convention and the Montreal convention, may apply to this shipment and limit our liability for damage, loss or delay, as described in the Conditions of Contract.

The sender authorises Jetpak to act as agent for export control and customs purposes. It is your responsibility to provide proper documentation, to ensure customs clearance when applicable.

The sender agrees to confirm that the submitted declaration of contents is correct and that the shipment complies with IATA:s Dangerous Goods Regulations and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling.

The sender also agrees to:

- Check, in the matter of reliability, the personnel handling the air cargo shipments.
- Protect shipments against unauthorised interference during the preparation, storage and transportation.
- Accept that shipments can be examined due to security reasons.
- Certify that shipments do not contain any prohibited articles
- In writing, confirm any changes in the security procedures to the regulated agent, e.g. Jetpak.

Notice concerning Jetpak's limitation of liability

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention and the Montreal Convention may be applicable and the Convention governs and in most cases limits the liability of the carrier in respect of loss, damage or delay to cargo.

Carriage hereunder is subject to the rules relating to liability established by the Warsaw Convention and the Montreal Convention unless such carriage is not "International Carriage" as defined by the Convention.

To the extent not in conflict with the forgoing, carriage hereunder is subject to applicable national law implementing the Convention, government regulations, SAS Cargo's General Conditions of Carriage for Cargo. These conditions can be obtained from Jetpak upon request.

Limitation of responsibilities - Force Majeure

If Jetpak cannot deliver according to agreement and this is due to reasons outside our control, reasons we could not have predicted nor reasonably could have overcome, such as strike, war, natural disaster, national state of emergency, decisions by governments or authorities or similar actions then any such action or condition shall be considered a valid reason for Jetpak to deliver any affected consignments at a later point in time without penalty or other compensation to any party.

If Jetpak, due to such conditions or actions is unable to fulfil its contractual obligations during a period of more than six (6) months then Jetpak shall, without compensation to the Customer no longer be bound by its contractual obligations. Jetpak shall inform the Customer in writing. The Warsaw Convention and the Montreal Convention and national laws on civil aviation limit Jetpak's responsibility for any type of damage done to goods while under transport by Jetpak.

Right to inspect

Jetpak reserves the right to inspect and control the shipment to ensure that the contents correspond to the declaration submitted by the sender, but are under no obligation to do so. Jetpak further reserves the right to control declared weight and volume at any time.

Claims

All claims against Jetpak must be made in writing the latest;

- within 14 days from receipt of the goods in case of damage or partial loss of the consignment,
- within 21 days after delivery of the goods in case of delay of the consignment, and
- within 120 days from the date of issue of the air waybill in case of total loss (complete non-delivery) of the shipment.

Please save the transport boxes for any inspection that may be necessary.

Jetpak is not responsible for damages that where caused by the inherent properties of the goods, nor by damages due to insufficient packaging.

Jetpak is not responsible towards any other Party that the shipper/consignee stated on the pickup/delivery receipt or in the order confirmation message. Jetpaks responsibility is limited by the Warsaw convention and other regulations that may apply.

Transportation

Jetpak reserves the right to carry the consignment by any means available including road or by any other carrier unless specific contrary instructions are given in writing on the air waybill by the sender. With regard to liability Jetpak will assume the liability limits of the Warsaw Convention and the Montreal Convention and for that purpose consider "carriage by air" as the entire time the goods are in the care, control or custody of Jetpak or its agents and without taking into consideration the means of transportation or storage.

Pick up and Delivery

YES means pick up and delivery during business hours:

0700 - 1659 Monday - Friday and to normal rates.

Off business hours means pick up and delivery between:

1700 - 0659 Monday - Friday and Saturdays and Sundays and holidays and to an extra charge.

Guarantee

Our "Jetguarantee" means that we take full responsibility for your shipments. When you book your express consignments you will always get the relevant delivery information such as the latest delivery time.

Should we deliver later than agreed (+1h) to the consignee we will refund the full amount which Jetpak has charged you. Should this happen, please contact us as soon as possible to help us evaluate the situation.

The "Jetguarantee" is not including in our Worldwide services.

The guarantee does not apply if:

- the consignments weighs more than 50 kilos;
- the shipper or consignee has contributed to delaying the consignment;
- the consignment has been delayed due to customs clearance, severe weather conditions, traffic incidents or airline delays/cancellations;
- conditions stated under "Limitation of responsibilities - Force Majeure" apply.