

AeroMedevac International Couriers

Terms and Conditions

1. In these conditions:

- a) 'Provider' means AeroMedevac International Couriers
- b) 'Customer' means any individual, firm, business or corporation, unincorporated, associated or other body, which consigns Goods as defined in 1c below.
- c) 'Goods' means any document, item (including containers and packaging) and human biological/IVF samples consigned by a Customer from one address to another.
- d) 'Consignee' means any individual, firm, business or corporation, unincorporated, associated or other body, to which the Goods are consigned.
- e) 'Contract' means any business transacted between Provider and the Customer in accordance with these terms and conditions.
- f) 'Transport Unit' means the equipment utilised to convey the human biological/IVF samples. Industry recognised terms are Dry/Vapour Shipper or Wet Shipper/Dewar.

2. The Provider is not a common carrier and accepts Goods for conveyance and subject exclusively to these conditions. No servant or agent of the Provider has authority to alter, vary or waive any provisions of this Contract in any respect.

3. The Provider accepts Goods for conveyance on the following basis:

- a) That the Customer is either the owner or acting as the fully authorised agent for the owner of the Goods and that if any other party has an interest in the Goods the Customer is acting as that party's fully authorized agent.
- b) That the Goods do not comprise or include weapons, ammunition or explosives.
- c) That the Goods do not comprise or include any article or letter that An Post in Ireland, United Kingdom Post Office or Royal Mail and/or its equivalent or subsidiaries have an exclusive right to convey.
- d) That the Goods do not comprise any document, item, human biological/IVF sample or drug that is illegal to possess in the Republic of Ireland, United Kingdom or elsewhere.
- e) That the Goods do not comprise or include document, item and human biological/IVF samples that are illegal to take out of the departing country, transiting country or to take into the country to which they are consigned.
- f) That the Provider has been given express prior written and detailed notice of toxic, corrosive, combustible or flammable nature of the Goods.
- g) That unless packed by the Provider, the Goods are packaged to the Customer's complete satisfaction and in strict compliance with all relevant packing regulations.

h) That the Customer irrevocably warrants that clause 3a to 3g above are fulfilled.

i) The onus is on the Customer & Consignee to have in place any import/export documentation or local documentation requirement by any regulatory body to which they are answerable to and can readily provide a copy of such documentation on request. In reference to international shipments, if the Goods are deemed undeliverable because the above is not available when requested, then the Provider will at its discretion execute clause 4c & 8b. The Provider does not guarantee foreign customs clearance; the onus is on the Consignee to provide the local required customs documentation for the transportation of the shipment.

4. The Customer agrees to pay the Provider in respect of each consignment of Goods in accordance with the Provider's approximate tariff charges in force at the time of consignment:

a) All human biological/IVF sample movement charges are subject to prevailing airfares, incidental costs and waiting time. Courier fees are charged in Euros. If the Customer is resident in a non-Euro country, the foreign exchange rate will be fixed at date of invoicing for payment in Euros. Any difference of currency exchange rate from transport quote to invoicing is at the customer's risk or gain whichever prevails.

b) Payments shall be made by the Customer to the Provider in accordance with the credit terms stated on the Provider's invoice and/or statement and, in any event, the Customer accepts that all sums owed to the Provider shall become payable immediately upon demand. A proportion of fees will be due for payment by electronic transfer or credit card at time of booking reflecting advance payment of airline charges. No deductions or retentions shall be made by the Customer on account of any claims against or disputes with the Provider howsoever these arise. All quotations are approximate and subject to airfare fee changes at time of booking and incidental charges. The Provider will notify the Customer if they assess the final charge will be 35% in excess the original quote.

c) If it is deemed by the Provider that the goods are deemed undeliverable subject to clause 8b then it is at the Provider's discretion to return the goods to the point of collection and charge the customer for the attempted delivery and return charges.

5. In the event that the Provider pays or agrees to make payment to any third party of any duties and/or taxes and/or levy in respect of the Goods:

a) The Provider shall do so on the sole basis that doing so it is acting as the Customer's fully authorized agent.

b) Whether or not delivery of the Goods has yet been made, the Customer agrees to pay immediately upon receipt of any invoice issued by the Provider in respect of such duties and/or taxes and or/levy the full amount of this invoice.

c) Failure by the Customer to comply strictly with clause 5b above will render the Provider free to deal with the Goods in accordance with clause 15 below.

6. The Provider will not, other than by special arrangement in writing by the Provider in advance of accepting for carriage the Goods, provide any insurance cover in respect of the Goods. In addition it is understood: a) highly perishable Goods such as human biological/IVF samples are not insurable as they are deemed to have an inherent value.

7. The Provider is entitled to convey Goods:

a) By its own servants and/or by any airline, delivery company and/or other contractor.

b) By any means of conveyance.

c) By any route whatsoever.

8. Notwithstanding clause 9 below, the Provider's obligations under the contract are fulfilled once the Goods have been delivered to the Consignee's address and the Customer warrants that any party accepting delivery of the Goods at the Consignee's address does so as the fully authorised agent of the Consignee. If for any reason the Provider is unable to effect delivery at the Consignee's address:

a) The Provider reserves the right to deliver the Goods to an alternative address as provided by the Customer or by the Consignee.

b) At its discretion the Provider reserves the right to return the Goods to the point of collection if the goods are deemed undeliverable due to incorrect or inaccessible delivery address and in reference to international shipments, if the goods are denied customs clearance for any reason and thus importation is blocked by a government agent.

c) The Provider reserves the right to deal with the Goods in accordance with clause 15 below or destroy them in the event that neither the Customer nor the Consignee is able to provide a suitable alternative address within a reasonable period of time.

9. The total liability of the Provider to pay the Customer compensation for loss, damage, mis-delivery or delay occurring in respect of the Goods whether caused solely by the Provider's negligence or default of the Provider's servants shall be limited to the lesser of the Declared Value of the Goods (stipulated on the Waybill) or €100 euro. In addition it is understood that:

a) No compensation is payable if the Goods are deemed to have an inherent value i.e.: highly perishable such as human biological/IVF samples in a cryopreserved state. Human embryos/eggs/sperm/testicular tissue/uterus lining either slow frozen or rapid frozen (i.e. vitrified) are deemed to have an inherent value in a cryopreserved state, i.e.: highly perishable.

b) No compensation shall be payable under any circumstances by the Provider in respect of indirect or consequential loss.

c) No compensation whatsoever shall be payable by the Provider in the event that the Customer fails to report to the Provider at its registered office/e-mail address or regular place of business via e-mail or by recorded delivery of a first class letter within 14 days of any loss, damage, mis-delivery or delay occurring to the Goods, the nature of this loss, damage, mis-delivery or delay.

d) No compensation whatsoever shall be payable by the Provider in the event of loss, damage, mis-delivery or delay caused by events beyond the Provider's control deemed 'force majeure' including but not limited to acts of God, perils of the air, adverse weather conditions, mechanical delays/faults or failure, acts of war, hostilities, civil commotions, strikes, industrial actions, acts of public enemies or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

e) No compensation whatsoever shall be payable by the Provider if the Provider deems it necessary to service any collection/delivery point via a combination of an accompanied and unaccompanied mode of transport or only accompanied or only unaccompanied mode of transport. It's only at the Provider's discretion which mode of transport is the most appropriate for the geographical sectors that need to be serviced at that particular time. The Provider is not obliged to notify the Customer or Consignee of a change of transport mode and shall do so when it is deemed necessary to complete delivery to the Consignee.

f) No compensation whatsoever shall be payable by the Provider if during airport security point clearance or at the inbound/outbound customs clearance point that an agent of either airport security or customs insists that the

Transport Unit's seal is broken and a visual inspection is undertaken of the contents to verify what has been declared, irrespective of the mode of transport used, accompanied or unaccompanied.

g) No compensation whatsoever shall be payable by the Provider if the Transport Units are swabbed by an explosives trace device unit, x-rayed, irradiated, opened for inspection by agents of airport security or inbound/outbound customs. Irrespective of the mode of transport used - accompanied or unaccompanied.

h) No compensation whatsoever shall be payable by the Provider if the Transport Unit's required hold temperature fails en-route to the Consignee. Irrespective if the Transport Unit is owned by the Provider or by the releasing or receiving clinics. Irrespective of the mode of transport utilised – accompanied or unaccompanied.

i) No compensation whatsoever shall be payable by the Provider based on the type or model of Transport Unit utilised. It is at the Provider's discretion which type and model of Transport Unit it uses to service the transport to the Consignee.

j) No compensation whatsoever shall be payable by the Provider irrespective of the fact that the Customer has or has not completed/signed the Provider's Consent Form - Transport Risk Acknowledgment. It is readily available to view & access at www.aeromedevac.ie

10. Save as provided in condition 9 above, the Provider shall not be under any liability whatsoever arising to the Customer in respect of the Goods.

11. Without prejudice to the generality of condition 10 above for the avoidance of doubt the Provider shall not be liable in respect of any losses caused:

a) Partly by its negligence and/or the negligence of its servants and partly by the negligence of the Customer.

b) Partly by failed or faulty equipment provided by the Provider to the Customer to facilitate a Goods dispatch.

c) By any party that is independent of the Provider.

12. The Provider's servants on whose behalf the contracts shall not be under any liability whatsoever in respect of the Goods.

13. In the event of any loss, damage, mis-delivery or delay occurring in respect of the Goods by reason or any act of default of any independent contractor the Provider shall at the Customer's request assign to the Customer any right of action which the Provider may have against the independent contractor.

14. The Customer shall indemnify the Provider against:

a) Any expenses incurred as a result of the Provider's inability for any reason beyond its control to convey or deliver the Goods to the Consignee or to any alternative address as described in clause 8a above.

b) Any claims, costs and/or demands by third parties relating to the Goods.

c) Any unusual expenses incurred by the Provider as a result of conveying the Goods.

15. The Provider shall have a lien for any amount due under the Contract and the cost of recovering the same. If any lien is not satisfied within a reasonable time the Provider shall be at full liberty to sell the Goods, either privately or by auction and to apply the proceeds of any such sale in or towards discharge of the lien and the expense of sale.

16. Irish law shall govern this Contract and any dispute arising under it shall be within the exclusive jurisdiction of the Irish Courts.