

DANGEROUS GOODS TERMS & CONDITIONS

Version 03/01/2025

1. DEFINITIONS

- 1.1. “Dangerous Goods” means substances or articles that pose a risk to people, property or the environment due to their chemical or physical properties, and which require careful and special handling, all in accordance with International Air Transport Association (IATA) regulations, The International Civil Aviation Organization (ICAO) and any other relevant conventions, laws and regulations.
- 1.2. “DGTC” means these Dangerous Goods terms and conditions and any and all applicable documents that have been incorporated herein or for which these DGTC are supplementary to.

2. APPLICATION

- 2.1. These “DGTC” apply to air and/or road express shipments that contain or comprise of Dangerous Goods that the customer tenders to Emiro for carriage, and for which the customer has subscribed for the carriage of the Dangerous Goods.

3. DANGEROUS GOODS DOCUMENTS AND ORDER OF PRECEDENCE

- 3.1. The following documents will be read in conjunction with these DGTC:
 - 3.1.1. The Dangerous Goods On-Boarding Authority Letter and Undertaking which has been/will be signed by the customer, and
 - 3.1.2. Any Emiro Terms and Conditions applicable to the Customer, or
 - 3.1.3. Any Commercial Contract between Emiro and the Customer; and
 - 3.1.4. Waybill conditions of carriage issued by Emiro (a copy of the applicable conditions of carriage applicable to import express or export express shipments is available at <https://www.emiro.ae/page/shipping-terms>) (“T&C’s”).
- 3.2. In the event of any conflict in relation to dangerous goods terms between any of the above documents and these GDTC, these GDTC will take precedence to the extent of such conflict.

4. CUSTOMER OBLIGATIONS

The customer undertakes to comply with and remain aware of all requirements under the applicable legislation, rules and regulations including but not limited to IATA Dangerous Goods Regulations, ICAO, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (“ADR Regulations”), and/or any other applicable regulation in the state or country of origin, transit or destination, including but not limited to:

- 4.1. providing effective and sufficient packaging;
- 4.2. packing the goods in legally compliant packaging for the nature of dangerous goods and mode of transport i.e air or road;
- 4.3. providing the correct classification and documentation for the shipment;
- 4.4. labelling or marking all packaging as required;
- 4.5. obtaining its own insurance for the shipment; and
- 4.6. declaring all dangerous goods in the shipment.

5. CUSTOMER WARRANTIES

- 5.1. Customer warrants to Emiro that the customer is either
 - 5.1.1. the owner of the shipment, or
 - 5.1.2. authorized to possess, send, sell or transfer the shipment on behalf of the owner.

6. SHIPMENTS

- 6.1. Emiro may, at its sole discretion, or upon the request of the competent authorities, open and inspect any shipment without notice at any time. In the event Emiro identifies Dangerous Goods within the content of the shipment, which were not properly declared, documented, classified, packaged, marked or labeled, or if the customer fails to comply with these DGTC or any applicable laws and regulations, Emiro reserves the right to refuse, hold, return, abandon or destroy the shipment at any time at the expense of the customer.
- 6.2. Notwithstanding anything to the contrary, Emiro's acceptance of a shipment does not mean that such shipment conforms to the applicable laws and regulations, which remains at all time the responsibility of the customer.
- 6.3. The customer is responsible to ensure that its shipments are acceptable for carriage and entry into the destination country or territory. All charges incurred for the carriage to and from countries or territories where entry is not permitted are solely borne by the customer.
- 6.4. All shipments are transported at customer's own risk. At the written request of the customer and additional cost, Emiro may arrange for the Dangerous Goods shipments to be insured, subject to the insurer's approval to insure such Dangerous Goods shipments.
- 6.5. The customer irrevocably authorizes Emiro to complete, on customer's behalf, any documents legally required for export or import formalities. However, Emiro is not in any way obligated by virtue of the aforementioned authorization to sign on customer's behalf.
- 6.6. The customer acknowledges and agrees that Emiro will only handle and accept certain Dangerous Goods shipments, as set out in the below table, which may be updated by Emiro from time to time, and subject to (i) applicable national regulations, and (ii) the countries or territories of origin, transit and destination acceptance of such Dangerous Goods shipments:

Substance	Class	UN ID Number	Packing Classification
Magnetized Materials	9	2807	953
Lithium ION Batteries Contained in Equipment*	9	3481	967
Lithium ION Batteries Packed with Equipment	9	3481	966
Lithium Metal Batteries Contained in Equipment*	9	3091	970
Lithium Metal Batteries Packed with Equipment	9	3091	969
Consumer Commodities (Toiletries, aerosols, perfumes, cosmetics)	9	8000	Y963
Biological Substance Category B & Exempt (non-infectious/ nonhazardous)	6.2.B	3373	650

* Acceptable on Cash basis

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1. The customer agrees to protect, indemnify, release, safeguard, and hold harmless Emiro and its respective affiliates, subsidiaries, parent corporations, franchisees, officers, agents, and employees against any and all losses, damages, expenses, claims, demands, liabilities, judgments, penalties, fines or other costs, including reasonable attorney fees and causes of action of any type or nature arising out of or related to the Dangerous Goods shipments, including without limitation to any demands, claims, and causes of action for personal injury or property damage arising from (i) inadequate packing or packaging (ii) mislabeling, (iii) wrongful or inaccurate information, description or declaration, (iv) breach by the customer of any applicable laws and regulations or breach of these DGTC and (v) Emiro exercising its right of refusal of a non-compliant shipment or to a prohibited country.

- 7.2. Emiro will not be liable for any costs, expenses, loss or penalties imposed or loss or damage incurred by Emiro or the Customer due to the customer's shipment being impounded by customs or other government authorities, the customer agrees to protect, indemnify, release, safeguard, and hold harmless Emiro against any such cost, expense, fine, penalty or loss.
- 7.3. Notwithstanding any other provisions to the contrary herein or elsewhere (excluding any commercial contract), Emiro's aggregate total liability (including loss and damage to Dangerous Goods) (per 12 months cycle or contract year if applicable) arising from Emiro's negligence in performing the service for Dangerous Goods shall in no event exceed five thousand US Dollars (USD 5000.00). The foregoing shall not apply where these DGTC supplement a commercial contract which contains aggregate liability provisions.