

## Enhanced Liability Terms and Conditions (March 24, 2020)

### Coverage

Enhanced Liability covers all risks of loss or damage to the subject matter covered from the time of collection or transfer of goods to GDEX for the purpose of commencement of transit, continues during the ordinary course of transit and terminates on delivery to the Consignee.

### Exclusions

In no case shall this cover for : -

- mechanical, electronic and electrical derangement
- bending, chipping, denting, marring and scratching
- tail end risk beyond the reasonable control of the management of GDEX
- loss damage or expense attributed to wilful misconduct of recipient or any one who has interests in the shipment
- loss damage or expense in connection with the items listed under [Prohibited Items](#) under GDEX Terms and Conditions
- loss damage or expense caused by insufficiency or unsuitability of packing or preparation of item covered
- loss damage or expense proximately caused by delay
- loss damage or expense arising from acts of God or any act, omission or circumstance over which GDEX could not reasonably have exercised control
- loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- loss damage or expense caused by the capture, seizure, arrest, restraint or detainment and the consequence thereof or any attempt threat.
- loss damage liability or expense directly or indirectly caused by or contributed by or arising from radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons
- loss damage liability or expense directly or indirectly caused by or contributed by or arising from the use of operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
- loss damage liability or expense arising directly or indirectly out of loss of, or damage to, or a reduction or alteration in the functionality or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated

circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not, shall not be aggregated

### **Notification**

Claim for and notice of loss or damage shall be deemed prima facie to have delivered the shipment as described in this waybill unless notice of loss of, or damage to, the shipment, indicating the general nature of such loss or damage, shall have been given in writing to GDEX or to their designated representative at the place of delivery before or at the time of removal of the shipment into the custody of the person entitled to delivery thereof under this waybill. If the recipient accepted the shipment by endorsing on the Proof of Delivery without raising any damage, shortage or dispute, GDEX shall be deemed to have discharged its responsibility / liability towards the Customer and / or over the shipment. Any claim by the customer for loss or damage to the shipment shall be made in the GDEX system within fourteen (14) days from the date shipment is picked up from customer or 72 hours upon reaching designated destination whichever earlier failing which GDEX shall have no liability whatsoever. The content, original shipping carton, packaging of the shipment and such other relevant items as may be deemed necessary by GDEX shall be made available to GDEX within seven (7) days from the date of written notification in order for GDEX to evaluate the claim for damage. GDEX reserved the right to decline any claim if claim notification is made beyond such period.

### **Indemnity**

You agree to defend, indemnify and hold harmless GDEX, including their affiliates, and their respective owners, officers, directors, employees and/or agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Services; (ii) your violation of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; including all actions taken under your account. This defense, hold harmless and indemnification obligation will survive any termination of these Terms and your use of the Services.

### **Claims Submissions**

If you elect to report a loss and/or damage, the information which you submit for such claims is subject to review and verification. GDEX reserves the right to request additional information prior to reaching a decision on the claim. A claim representative may be communicating with you regarding your claim. It is unlawful to knowingly provide false, incomplete or misleading information for the purpose of defrauding the company. GDEX has the right to recover items reported. Claims will be rejected if any evidence of items are being disposed before conclusion

of claims. If you have any questions concerning the coverage of Enhanced Liability, please email our team at [cci.g@gdexpress.com](mailto:cci.g@gdexpress.com).

**Consent and Authority to Obtain Information**

In connection with any claim under your insurance policy, you consent to the release to GDEX by third parties of any and all information and documents – whether or not confidential or non-public – that GDEX deems pertinent to the claim. You hereby authorize GDEX as your representative for purposes of obtaining release to GDEX of any such information from third parties. Any such information released to GDEX will be held and used in accordance with GDEX Privacy Policy.