

Terms & Conditions

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DEFINITIONS AND APPLICATION

1 The following terms shall apply in these terms and conditions:

Company trading under these conditions shall be henceforth "Company" and any Person at whose behalf and request the Company initiates any business or supplies counsel information or services, shall be henceforth "Customer". Person to whom the goods are consigned shall be defined as "Consignee". Pallets, packing case, trailer, container or any other devise used for and in connection with the carriage of Goods by land, sea or air shall be defined as "Transport Unit". Owner of the Transport Unit or Goods, in addition to any other Person who is or may become interested in them are defined as "Owner", while the cargo to which these business conditions relates to shall be defined as "Goods". "Person" shall be defined as bodies corporate or any natural person(s) or anybody. Defined by International Monetary Fund the Special Drawing Rights shall be henceforth denoted as "SDR".

2 (A) All business activities undertaken by the Company shall be subject to these conditions, but subject to sub-paragraph (B) below.

(B) In case the business undertaken is subject to any legislation, the obligations imposed shall be to no greater extent than of subject legislation and nothing in subject conditions will be interpreted as a resignation by the Company of any of its rights or immunities. If any part of these conditions is contradictory to such legislation the Company shall only be liable as per such contradictions and to no further extent.

3 It is warranted by the Customer that he is the owner of the goods and that he is accepting these conditions for himself. In case, Customer is the authorized agent of the Owner of the goods, the Customer warrants that he accepts these conditions as agent and on the part of the Owner.

THE COMPANY

4 (A) The Company has the right to provide any or all of the services as a principle or to obtain them as an Agent subject to 10 and 11 below.

(B) Subject to these conditions the Company reserves to itself total freedom in choosing the means, route or procedure followed to perform the services.

5 The Company shall possess full liberty when contracted as a principle in subcontract all or part of such services on any terms.

6 (A) Acting as an agent on behalf of the Customer, the Company shall have the right, and the Customer expressly grants this right, for the Company to enter into any contract on behalf of the Customer as may be required or preferred to fulfill the Customer's instructions.

7 (A) The Company shall have immediate right to dispose of or sell any goods which are liable to deteriorate or perish upon any sum which becomes payable to the Company. This right shall depend only on the Company taking reasonable steps to bring this intention to Customer's attention.

(B) Subject to 7(A) above, the Company:

(i) Has lien on all goods in its possession, control or custody, including lien on all documents related to these goods for all amounts due by the Owner and/or Customer to the Company on any account. The amounts due are related to all Goods belonging to the Customer or Owner, or to services which are provided on behalf of or by the Company. For any goods which are detained under lien, storage charges shall continue to accrue.

(ii) Has the authority to deal with, dispose of or sell such Goods or documents as agents for and at the expense of the Customer and to apply proceeds in or towards the payment of such sums, subject to at least 28 days notice in writing to the Customer.

(iii) Shall be discharged of all liability related to the Goods or documents, subject to accounting to the Customer of all remaining balances left over after settlement of all payments due to the Company, and all payments related to disposal and/or cost of sale and/or dealing.

8 The Company is authorized and is entitled to retain and be paid all payments customarily paid to, or retained by, the Freight Forwarder.

9 (A) In the case when Customer, Owner or Consignee fails to take delivery of the goods at the appointed time and place, the Company has a full right to store part of or all of the Cargo at the Customer's or Owner's or Consignee's sole risk and expense. In this instance the Company's liability for any part of the Goods, stored or not, shall completely cease. Any liability whatsoever related to storage of these goods shall be governed by these conditions. Any costs incurred in the connection of failure by the Customer to collect the Cargo, shall be deemed as freight earned and upon demand be paid by the Customer.

(B) By sale or as otherwise may be reasonable and at the expense of the Customer, the Company is entitled to deal with or dispose of-

(i) Any Goods after at least 28 days following a notice in writing to the Customer, or without notice in regards to any Goods held by the Company for 90 days in cases where Customer could not be traced and reasonable efforts by the Company have been made to locate any party which may have interest in the Goods.

(ii) Without notice for any Goods which have, or are in the immediate prospect, of altering, deteriorating or perishing and in effect have caused or can be reasonably expected to cause damage or loss to the Company, or third party, or violate any regulation or law.

10 (A) Any instruction in regards to the delivery or release of Goods are accepted by the Company only as agents for the Customer, when the Company has to engage third parties to fulfill such instructions. Except under special arrangements made in writing by so authorized officer of the company or printed document signed by the Company.

(B) In the absence of payment from Consignee, or any other Person, the Customer shall remain responsible for any freight, dues, duties, charges or other such expenses despite acceptance by the Company of instructions from the Customer to collect such payments from Consignee, or any other Person.

(C) The Company's liability in regards to the arrangements or performance referred to in sub-clause (A) and (B) shall not exceed limits as are set out in 21 (A) (ii). In any event Company shall not be held liable unless such arrangements are made in writing.

11 Any advice or information provided by the Company to the Customer is for Customer only, in whatever form this information or advice may be given. The Customer will reimburse the Company for any loss or damage which may arise as a result of passing this advice or information to the third party.

12 In regards to Goods which require special arrangements of carriage, handling or security due to their high attractiveness to theft or for whatever other reason, including but not limited to bullion, coin, precious stones, jewelry, valuables antiques, pictures, human remains, livestock, pets, plants, the Company will not accept to handle such goods unless previously agreed to do so by an officer of the Company so authorized. In any case the Company shall have no liability in connection with such goods, should the Customer deliver such goods to the Company or cause the company to handle or deal with such goods without prior arrangement.

13 The company will not accept or deal with Goods of damaging or dangerous nature, nor with Goods that are likely to taint or impact other goods or harbor or encourage pests or other vermin, unless such instruction have been received and acknowledged by the Company in writing. If the Company does accept such Goods, subject to arranged special instructions of handling, and thereafter in the opinion of the Company such Goods pose a threat to other Goods, life or health, property, the Company will contact the Customer, if this is possible, to otherwise deal with or remove the goods, but reserves the right to choose to do so at the Customer's expense

THE CUSTOMER

14 (A) The Customer warrants that information provided description and specifications of Goods, in addition to services required on behalf of or by the Customer are complete and accurate. Furthermore, Company warrants that any equipment and/or Transport Unit provided by the company is suitable for the purpose of performing the required services and that all Goods are properly prepared, packaged, labeled, marked and/or stowed and that this packaging, preparation, stowage and labeling and marking are appropriate for the characteristics of the goods and any dealings affecting the goods.

(B) When Goods are received by the Company already stowed in or on a Transport Unit the Customer warrants that the Transport Unit received by the Company is in good condition and is fit for the purpose of carriage to the intended destination.

15 Without prejudice to any rights under clause 14, whether declared to the Company or not, the Customer shall be fully liable for all loss or damage arising in connection to any Goods of damaging or dangerous nature, or Goods that are likely to taint or impact other goods or harbor or encourage pests or other vermin and the Company, or any other person in whose custody they may be, shall deal with such goods in any way they see fit. The Customer shall indemnify the Company of any costs, expenses, claims, penalties or expenses whatsoever arising in connection to such Goods.

16 The Customer shall indemnify and save harmless the Company from and against-

(A) All liability from expenses whatsoever arising, any loss or damage, cost of any authorities levied in relation to the Goods, arising from negligence of the Customer, arising from the Company acting in accordance to the Customer instruction, or arising from the Customer's breach of any warranty contained in these conditions.

(B) Any liability arising from third party to the Company, while in the process of carrying out Customer's instructions, without derogation to sub-clause (A) above

(C) All claims in excess of Companies liability under the terms of these conditions, even if such claims are the consequence of breach of contract, negligence or breach of duty of the Company, its sub-contractors or agents, and

(D) Any claims of General Average nature made against the Company.

17 The Customer shall not postpone and pay immediately all sums when due to the Company without deferment, offset or reduction on account of any claim, counterclaim or set-off.

LIABILITY AND LIMITATION

18 Reasonable degree of care and diligence shall be taken by the company to perform the services.

19 The Company shall not be held liable for any loss or damage which arose as a consequence of-

(A) Stoppage or restraint of labour, lock-out, strike, strikes, labor stoppage, restraint of labor, or lock-outs the result of which the Company is unable to avoid by reasonable diligence; or

(B) Any cause or event which cannot be averted by the Company and the result of which the Company is unable to prevent by the utilization of reasonable diligence.

20 No responsibility shall be accepted by the Company for departure or arrival dates of Goods unless such arrangement has been previously made in writing by officer of the Company so authorized.

21 (A) Subject to clause 2 (B) above the Company's liability in whatsoever way occurring, even if the cause of loss or damage remains undetermined, shall not exceed-

(i) Claims for loss or damage to Goods:

(a) Value of loss or damage, or

(b) 2 SDR per kilogram of damaged or lost gross weight of Goods.

Whichever shall be the lower

(ii) In case of all other claims, subject to (iii) below:

(a) The value of the subject Goods of the relevant transaction between the Company and its Customer, or

(b) 2 SDR per kilogram of damaged or lost gross weight of Goods of the subject transaction, where weight can be defined, or

(c) 75,000 SDR in respect of any one transaction, whichever shall be the least.

(iii) In the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, and/or omission

(a) The loss sustained, or

(b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error, and/or omission, whichever shall be the lower.

In reference to subject clause, the value of SDR will be determined as per the date when the claim has been presented to the Company in writing and the value of the goods will be determined by the date when they were shipped, or where supposed to have been shipped.

(B) Subject to clause 2(B) the Company shall not be liable under any circumstances for more than twice the amount of Company's charges as per the relevant contract, in respect of loss or damage arising out of failure to arrange delivery, or failure to deliver the goods in a reasonable time or (under special prior arrangement as per Clause 20) to comply to the agreed departure or arrival dates.

(C) The Company shall under no circumstance be liable for consequential or indirect loss including but not limited to loss of profit, loss of market, or as a result of delay or divergence, in whatever way caused. Subject to 2(B) above and save for in respect of loss or damage as referred in sub-clause (B).

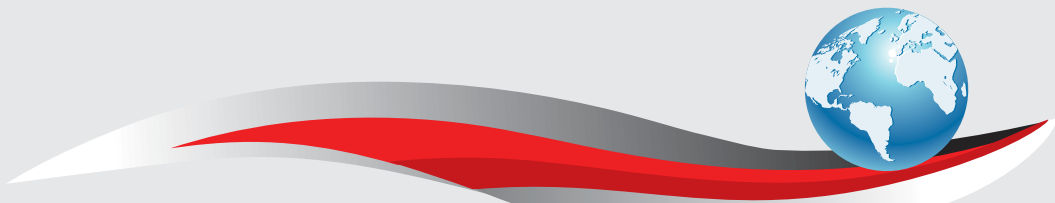
23 (A) The Customer has 14 days to lodge a claim with the Company in writing following the date that the customer has become reasonably aware of the circumstance or occurrence supposed to give rise to such a claim. If the Customer has not notified the Company in writing within this time period, any such a claim will be considered waived and absolutely void.

(B) The Company will be discharged of all liability, if the Customer fails to raise a suit and notify of this the Company in writing, following nine months from the date of the occurrence which alleged to have given rise to the claim, regardless of the provisions in the sub-paragraph (A) above.



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CARGO SERVICES LTD
"YOUR FREIGHT PARTNER"

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**INTIME FREIGHT &
CARGO SERVICES LTD**
"YOUR FREIGHT PARTNER"

Intime Freight & Cargo Services Ltd
Wilson Airport
Langata Road
Tel: +254 722 300 685 / +254 733 300 685
Email: info@intimecargo.co.ke
sales@intimecargo.co.ke

www.intimecargo.co.ke