

TRADING TERMS & CONDITINS (1994 Edition)

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All business will be accepted by **Intime Freight & Cargo Services Ltd**, abbreviated as **IFCS** (hereinafter called "The Company") from the sender, consignee, or owner (hereinafter called "The Customer") at this time and in future, subject to the following terms and conditions latest edition: (The use of the Customer's own forms is no derogation from these conditions)

1. The Company accepts no liability or obligations as a Common Carrier and is not to be held responsible for any loss, delay or damage to the goods while they are under custody of Carriers, Truckmen, Lightermen, Forwarders, Agents, Warehousemen and others ("Third Parties"). But undertakes only to use reasonable care in the selection of such Third Parties, always subject to the conditions imposed by them. The Company may, in its absolute discretion, decide to carry out the forwarding or carriage of goods belonging to its customers by its own servants or employees and/or in or its own vehicles and such forwarding or carriage shall be subject to the same Terms and Conditions as contained herein. The Company does not guarantee arrival times.
2. The company may refuse to accept for carriage any goods or class of goods at its absolute discretion. Subject to express instructions in writing given to the customer, the Company to itself has complete freedom in respect of means, routes and procedures to be followed in the handling and transportation of goods. Except under special arrangements previously made in writing the company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock, plants, ivory, game trophies or plants, and the Company will not accept any liability whatsoever for any such goods except under special arrangements previously made in writing. Except under special arrangements previously made in writing the company will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive goods or any likely to cause damage. Any person delivering such goods to the Company or causing the Company to handle or deal with any such (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, claims, damages costs and expenses arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person whose custody they may be at the relevant time. Whenever the company is instructed to undertake or arrange transport, storage or any other services, it shall be authorized to entrust the goods or arrangements to third parties subject to the latter's contractual conditions.
3. Insofar as carriers waive their liability limits against payment of surcharge for declaration of value of the goods, such surcharge for declaration of value will be effected by the Company only if expressly written instructions from the Customer have been received.
4. Transport, fire, theft and other insurance will be effected upon the goods only after written instructions to do so have been received by the Company. If for any reason the goods are held in warehouse, or elsewhere they will not be covered by any insurance, unless the company receives written instructions to do so.
5. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freights insurance premiums or other changes applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
6. The Customer and agents, if any, are responsible for complete and correct statements regarding nature, weight, volume, numbers marks and other particulars of the goods necessary for the proper execution of the order. The Customer undertakes to indemnify and hold harmless the Company against all losses, damages, expenses and fines arising from any incorrect or incomplete statements.

7. The Customer and his agents, if any, shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage, insured or sustained by the Company in connection therewith.
8. The company shall not be liable under any circumstances for any loss damage or expenses arising from or in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
9. The Company shall not be liable or responsible for loss or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the company and under its actual control and unless such loss or damage is due to the willful neglect or default or negligence of the Company or its own servants acting within the ordinary legal course of their duties and employment and more particularly under this clause the Company shall not be vicariously liable in the aforementioned circumstances if any employee or servant has acted unlawfully. The company shall not be liable or responsible for loss or damages arising from loss of market or attributable to delay in forwarding or in transit.
10. All loses or damages, even if not extremely visible, must be notified to the Company in writing without delay. If the goods have been delivered by the Company or a third party, the Company or third party must be in possession of the notification not later than 6 days after the delivery, otherwise the customer shall be deemed to have accepted the goods being complete and undamaged.
11. Instruction to collect payment, on delivery (C.O.D) in cash or otherwise are accepted by the company upon the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only. The Company will not be responsible for any act, omission, default, suspension, insolvency, or want of care, negligence or fault of such bank correspondent or agent nor for any delay in remittance, loss exchange, or loss during transmission, or while in the course of collection. When goods are sent on a 'Freight Collect' basis, it is mutually agreed that in even of the freight and other charges not being paid by the consignees, the full amount will be paid by the Customer. Perishable goods of whatever nature which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable may be sold or otherwise disposed of without any notice to the Customer or the senders, owners or consignees of the goods or their agents and payment or tender of the net proceeds of any such sale after deduction of charges shall be equivalent to and constitute delivery but the Customer, sender, owner and consignee and their agents both jointly and severally shall be liable for any charges in excess of the proceeds, if any. Non perishable goods of whatever nature which cannot be delivered either because they are insufficiently addressed or because they are not collected or accepted by the consignee may be sold or returned at the Company's option and absolute discretion at any time after the expiration of thirty (30) days from a notice in writing sent to the address which the sender or owner gave to the Company on delivery of the goods. All charges and expenses arising in connection with sale or return of the goods shall be paid by the Customer. The reason stated within the said notice as regards inability to deliver shall be conclusive evidence of the fact
12. All goods (and documents relating to goods) shall be subject to a particular and general lien for monies due either in respect of such goods or any particular or general balance or other monies due from the Customer to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due to his or her last known address that such goods are detained, they may be sold by action or otherwise at the sole discretion of the Company and at the expense of such person and the proceeds applied in or towards satisfaction of such particulars and general lien.
13. Apart from intent or gross negligence, in no case whatsoever shall any liability of the Company, howsoever arising and notwithstanding any lack of explanation, exceed the value of the relevant goods or a sum at the rate of KSH ten thousand (KSH 10,000/=) per ton of 1,000 kgs of the gross, weight of the goods, whichever is less with a maximum of Kenya Shillings fifty thousand (KSH 50,000/=) per claim

1. All claims against the Company, on whatever legal grounds are barred by limitation 9 months beginning from the time when the claimant gets to know of the claim or the time when the goods are delivered, whichever is earlier.
2. All agreements contracts or arrangements made between the Company and its Customers shall be governed by the laws of the Republic of Kenya and all disputes shall be referred exclusively to the courts of the Republic.



INTIME FREIGHT & CARGO SERVICES LTD

"YOUR FREIGHT PARTNER"

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