Sendforce Logistics Ltd Carriage and Haulage Contract

This CARRIAGE and HAULAGE CONTRACT is between Sendforce Logistics and users of Sendforce Logistics Services

Wherein the parties of this contract herein agree to the terms and conditions herein stated –

1. The Customer desires that the company consign the items herein declared to the destination here so declared on its behalf and subject to the subject to the terms and conditions herein stated.
2. The Company, subject to the terms and conditions herein stated, agrees to use best practices to ensure that the said shipment reaches the destination herein provided by the Customer.
3. Interpretation Clause: In this contract, the terms –
   a. "**Company**" refers to **SendForce Logistics Ltd** and includes its subsidiaries, affiliates, employees and representatives.
   b. **"Customer"** refers to the sender, consignor and/or any individual, firm, corporate body, incorporated association or person representing a firm or company or any other body who wishes the Company to consign goods on its behalf.
   c. **"Receiver"** means consignee and/or any individual, firm, corporate body, incorporated association or person representing a firm or company
   d. "**Shipment/Consignment**" means any goods, document or parcel consigned by customers and accepted for carriage from one address or location to another.
   e. "**Waybill**" means document issued by the Company giving details and instructions relating to the shipment of a consignment.

It is also agreed as follows that -

4. **Customer's Rights and Obligations:**
   i. The Customer shall pay the Company in respect of each shipment in accordance with the Company's tariff charges as indicated below at the time of shipping each consignment.
   PROVIDED that where the Company incurs additional costs in the course of carriage due to the nature of the goods or the destination, the Customer shall be informed and shall indemnify the Company of the additional costs of carriage.
   ii. The Customer shall declare all necessary information regarding the goods to be carried and confirms that he or they are the owner of the goods; or is/are the authorized agent(s) of the owner of the goods; and is/are in rightful possession of the goods.
   iii. The Customer shall provide clear and unambiguous contact details of the consignor and consignee shall be provided by the customer, and any other delivery instructions that may aid the Company ensure that the goods are delivered safely and securely to its final destination.
   iv. The Customer confirms that the shipment -

A. contains the actual contents declared and hereby agree to be bound by the description and value of the goods as written on the waybill.
B. does not comprise or include any dangerous goods which are specified by the International Air Transport Association (IATA) as restricted articles especially without prejudice to the generality of the foregoing: - explosive gases, weapons, ammunition, flammable substances, oxidizing substances, poisonous substances, radio-active materials and corrosives or though not specified above are of a kindred nature and by their nature are liable to cause death or personal injury.
PROVIDED that the Customer shall indemnify the Company or any of its employees or agents where such shipments cause any financial, physical or medical damage or loss whether or not the customer is aware of the possibility of such causation.
C. does not comprise any property that carriage of which is prohibited by law, regulation and/or statute of any Federal, State or Local government of any country from or through which the goods maybe carried.

v. The Customer shall indemnify the Company for any customs duties, taxes, penalties and other expenses or charges which it may incur as a result of the actions of customs or other governmental authorities for the customer's failure to provide proper documentations and/or obtain the required license or permits.

vi. The customer shall be solely responsible for the packaging of the shipment in such a manner that it is able to withstand normal handling. The customer must take into particular consideration shipments of fragile nature and must declare such shipments as fragile and must be properly packaged to prevent breakage and/or damage. PROVIDED that the Company reserves the right to reject the said shipment where it is of the opinion that same is likely to be damaged in the course of carriage.

3. The Company's Rights and Obligations-

A. The Company reserves the right to accept or reject any shipment for carriage. PROVIDED that where the Customer is of the opinion that he/they have satisfied all the conditions and irrevocably warrants that same have been so satisfied, he/they may request the reasons for the Refusal to Ship.
PROVIDED also that the company reserves the right to inform the Customer of the reasons for the Refusal to Ship.
B. The Company reserves the right to open and inspect any shipment brought to the Company for shipment and may Refuse to Ship where the Customer refuses to give consent to the Company to inspect same. PROVIDED that where the Company deems it fit that no prior notice needs to be given to the customer, it shall document its reasons for this decision and may elect to inform the Customer or any relevant authority if need be.
C. Subject to any customised contract between the Company and any customer; and the value of the shipment, the Company shall maintain an insurance cover of not more than N50,000.00 (Fifty Thousand Naira).

PROVIDED that where the Customer declares that the value of the shipment is above the maximum limit, the customer shall be required to pay 1% of the value declared as insurance premium.

D. The Company reserved that right to convey the shipment by its own servants or agent and/or by airline conveyance and other independent contractor or by any means of conveyance or any route whatsoever, as it may deem fit. PROVIDED that the method of conveyance is made known to the Customer where such information is requested.

E. The Company reserves the right to surcharge the customer for any cancellation made after cancel after one pick-up attempt. PROVIDED that such surcharge shall not exceed 15% of the original waybill charge.

F. The Company reserves the right to destroy any unclaimed goods or shipments which remains in their custody after 30 days whether or not the customer or any other person acting on or behalf of the customer communicates his/her intention to recover same but fails to do so.

PROVIDED that -

i. the Customer is entitled to be notified of the Company's intention to destroy the said shipment not less 3 days before such destruction is carried out.

ii. The Company may charge the customer a demurrage fee for the storage of such goods after 15 days.

G. The Company shall utilise all reasonable methods and best practices to ensure that the shipment is delivered according to the normal delivery schedules and in the original condition of the shipment.

PROVIDED that -

i. the Company shall not be liable in any event for any consequential loss or damage including but not limited to lost profit, loss of income, loss of interest, loss of future business, loss of market, loss of reputation, loss of commercial personal value, incidental, special or consequential damages or loss howsoever arising including but not limited to delay, mis-delivery or non-delivery of the shipment whether the risk of such loss or damage was brought to our attention before or after acceptance of the shipment since special risks can be insured by the consignor.

ii. that where the customer fails within seven (7) days from the estimated delivery time of any loss, delay, mis-delivery or delay occurring to the shipment to submit a claim in writing to the company's registered office by registered post, express courier or physically delivering the letter at the company's office, the Company shall reserve the right to refuse to indemnify the Customer for any loss or damage or delay claimed.

H. The Company shall not be liable for the loss or damage of the shipment or any part of it where same results from circumstances beyond the reasonable control of the Company, including –

I. Acts of God including earthquakes, storms, floods, fire, disease, cyclones, fog, snow or frost, perils of the air, mechanical delays, acts of war, strikes, adverse weather conditions, hostilities, civil commotions, industrial actions, accidents, acts of public enemies, embargoes, riots, local disputes or civil commotion;

II. National or local disruptions in road transportation networks and mechanical problems to modes of transport or machinery or bad roads;

III. Latent and/or inherent defects in the contents of the shipment;

IV. Criminal acts of third parties such as theft and arson;

V. Acts or omissions or those of third parties including any breach by the customer (or any other party claiming interest in the shipment) or the customer's obligations under these terms and conditions and in particular the warranties set out herein.

VI. An act or omission of any authority or agent of government whether or not the contents of the shipment consist of any prohibited item, whether or not the Company accepted to ship the consignment.

VII. Where the destination address provided by the customer is inaccessible and/or cannot be found; and/or the Consignee cannot be reasonably identified or located or refuses delivery, the Company shall communicate this fact to the Customer within 48 working hours from the time that the said inaccessibility or the inability to find the destination address is discovered; and shall request for further instructions or clearer details to ensure that the shipment reaches its final destination.

PROVIDED that

a. where the Customer fails to provide any further information or clearance; or where the said information is insufficient, the Company reserves the right to terminate this Carriage Contract and shall so inform the customer.
b. the customer shall be liable for any costs, loss incurred by such further delivery instructions or information.
c. where the company is unable to communicate such with the customer within 48 working hours, or if it is not provided with a new address, the shipment shall be marked Unclaimed and will be subject to the provisions of Clause 3F.

4. Governing Laws and Disputes

Any dispute arising under or in any way connected with these terms and conditions shall be subject to the non- exclusive jurisdiction of the court and governed by the Law of the jurisdiction of the origin of the shipment. PROVIDED that the parties agree to be subjected to, in the first instance, to the LMDC Mediation Procedure Rules or such other Rules as mutually agreed by the Parties for further adjudication. PROVIDED also it is agreed that parties shall bear their respective costs of the Mediation process.

5. Mode of Communication

The parties agree that the mode of communication shall be in writing or where necessary, oral and shall be through the contact details provided by the customer in the Waybill.

I confirm that I have read and understood the terms and conditions of carriage herein stated contained and accept same; and agree to be bound by the terms and conditions as set out in this waybill.