



Mainfreight

GENERAL TRADING CONDITIONS (1988)

Section One - General Condition

1. All business transacted, including any advice, information or services provided whether gratuitously or not by the Company shown on the face of any documents printed are subject to the conditions hereinafter set out. All terms and conditions whereby excluded, under this condition will be subjected to special arrangement shall only apply. Should the Customer wish to contact with the Company are subject to these conditions under special arrangements can be made and subject to agreed prices quoted, provided that such arrangements shall only apply if produced to writing and signed by a Director or the Secretary of the Company. Save as aforesaid, no Agent or Employee of the Company has the Company's authority to waive or vary of these conditions. Where the relationship between the Company and its Customers are subject to trade practices legislation or maritime or civil codes compulsorily applicable there to the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on Suppliers of services by such legislation and if any of these conditions are repugnance to any such legislation the same shall be void to the extent of such repugnance but no further.
2. The Business transacted by the Company is subject to the following provision:
 - (i) The Company shall be entitled to arrange all or any of the carriage, storing, packing or handling of the goods, or any other services required by the Customer as Agent on behalf of the Customer, or to provide all or any part or such services as principal contractor. The word "goods" in these conditions shall include any packing, containers, or equipment that is to be declared by the Customer is true and correct.
 - (ii) When acting as an Agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
 - (iii) To the extent that the Company itself by its own servants performs all or any part of the carriage, storage, packing or handling of the goods, or any other services required by the Customer, the Company shall be deemed to provide such services, or the part so performed, as principal contractor.
 - (iv) Where the Company has held itself out to be the operator of a regular line or service over the route, or part of the route, on which the goods are to be carried, and has accepted instruction for the carriage of the goods by that line or service, the Company shall (*except where the Company procures a bill of lading or other document evidencing a contract of carriage between the Carrier and the Customer or Owner*) be deemed to provide such carriage, or such part thereof, as principal contractor, without prejudice to the question whether any of the order services are arranged by the Company as agent or provided as principal contractor.
 - (v) The extended sub-clause set out of the company booking confirmation shall form as part thereof under the general trading condition.
 - (vi) The Company shall be deemed to be acting as Agent in any case where the Company enters into a contract with any other person for the carriage, storage, packing or handling of the goods or for any other services in relation thereto and such contract is capable of being enforced by the Customer or Owner as Principal, whether or not the Customer or Owner is named or disclosed as Principal by the Company.
 - (vii) The charging or agreement to charge a fixed price for any services shall not of itself determine whether the Company arranges such services as agent or provides the same as Principal contractor.



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3. The Customer warrants that he is either the cargo Owner or the authorized Agents of the goods to which any business relates, and further warrants that he is authorized to accept and is accepting these conditions not only for himself but also as authorized Agents for and on behalf of the Owner of the goods and all other persons who are or may hereafter become interested in the goods (*any such persons being herein called "the Owner"*).
4. Estimates and quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing the Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Company's control occurring in currency exchange rates, rates of freight, insurance premiums or any charges incurred by errors & omissions applicable to the goods.
5. The Customer warrants that the description and particulars of any consignments finished by or on behalf of the Customer are accurate. All instructions and description must be given to the Company in good time in writing either by letter, facsimile or telex. No responsibility whatever is accepted by the Company in respect of instructions issued verbally until such time as they are confirmed in writing.
6. Except where the Company is instructed in writing not to pack the goods for shipment or withheld the shipment for re-packing, the remarks shown on cargo receipt or mate receipt shall evidentially as Customer warrants that all goods have been properly and sufficiently packed and / or prepared for shipment based on as it where is packing condition. Whilst Agents on site may be instructed to re-pack consignments after an exhibition for return or onward transmission, facilities and expert packers are not normally available. Whilst reasonable care will be exercised, the company shall not responsible or the site Agents for any claims arising from inadequacies in packing.
7. 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 goods likely to cause damage. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the goods however arising and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever 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 in whose custody they may be at the relevant time. If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health though the Company will where reasonably practicable contact the Customer. The Expression "goods likely to cause damage" includes goods likely to harbor or encourage vermin or pests.
8. Except under special arrangements previously made in writing, or on request the Company to take up additional insurance coverage with insurer waiver of right of recourse against the Company, such goods will not accept or deal with Bullion, Coins, Cash or Securities, Precious Stones, Precious Jewelry, Valuables, Antiques, Pictures, Livestock or Plants and Component, Mobile Phone, Personal Effects. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods however caused, including the Customers financial



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loss. The company shall not liable for any claim arises for Customer's own insurance coverage without having clause by insurer waiver of his right of recourse against the Company.

9. The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other Customers.
10. The Company shall be entitled at the expense of the Customer to sell or dispose of any goods on arrival at destination port or warehouse at destination:
 - (i) After 21 days' notice in writing to the Customer or, where despite reasonable efforts the Customer cannot be traced, after the goods have been held by the Company for 90 days, all goods which in opinion of the Company cannot be delivered either because they are insufficiently or incorrect addressed or because they are not collected or accepted by the consignee or for any reason, and
 - (ii) Without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the option of the Company would be likely to perish in the course of the carriage, storage or handling.
11. The Company shall have a general lien on all goods or documents relating to goods of all sums due at any time from the Customer or Owner, and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on 28 days' notice in writing to the Customer.
12. All sums due to the Company are payable on demand by invoice or otherwise:
 - (i) Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counter claim or set off.
 - (ii) The Company shall be entitled to interest calculated of 1 % per month on all amounts overdue.
 - (iii) When outstanding monies due and owing to the Company have to be recovered from customers then all cost and expenses legal or otherwise connected with such recovery and / or the enforcement and execution of all rights of the Company under these conditions of judgment obtained shall be borne by the customer on an indemnity basis and the Customer hereby shall agrees to indemnify the Company for such cost and expenses legal or otherwise.
13. All sums due to the Company on charges to collect:
 - (i) When the goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person of the Customers shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
 - (ii) The Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these conditions not only against or from the Customer but also if it thinks fit against or from the cargo agent and / or consignee and / or Owner.
14. Where goods are consigned:
 - (i) On terms that they shall be paid for on delivery, and if for any reason payment is not made in full, or
 - (ii) On terms that the Company shall only deliver the goods to the consignee on production of a Forwarder's Certificate of Transport, House Bill of Lading, Deliver Order or similar document,



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- and owing to the failure to demand such a document the goods are delivered to the consignee before he has paid for them in full then,
- (iii) The Company may at their absolute discretion reimburse the Customer with the amount of payment not so made, whereupon the Customer shall on request assign to the Company by an instruction in writing the whole of the Customer's title or interest in the goods and the right to receive payment therefore and shall cooperate fully with the Company in enforcing all rights so assigned.
15. In no circumstances whatsoever shall the Company may be liable to the Customer or Owner for consequential loss or loss of market however caused. Without prejudice to any other conditions herein or other defense which may be open to the Company, in no circumstances whatsoever shall the Company be liable to the Customer or Owner for delay or deviation however caused in a sum in excess of twice the Company's own charges in respect of the relevant transaction.
16. In no case whatsoever shall any liability of the Company, however arising, and notwithstanding that the cause of loss or damage be unexplained, exceed
- (ii) Value of the relevant goods, or
- (iii) Sum at the rate of USD1,000.00 per ton (*1000 kilos*) on the gross weight of the relevant goods, whichever shall be least.
17. Any claim by the Customer or Owner against the Company shall be made in writing and notified to the Company.
- (i) In the case of loss or damage to the goods which is immediately apparent then notification must be given at the time of delivery.
- (ii) In the case of other loss or damage to the goods within 7 days after the end of the transit
- (iii) In the case of delay in delivery or non-delivery within 14 days of the date when the goods should have been delivered.
- (iv) In any other case within 14 days of the event in giving the claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer or Owner can show that it was impossible for him to comply with these time limits in which case any claim shall be barred if not made without delay.
18. No claim shall be made on any grounds whatsoever against
- (i) Any officer or servant of the Company
- (ii) Its parent, subsidiary or associated companies, except to enforce any contract to which the Customer and such Company are parties by virtue of Clause 21 of 22 hereof. Which seeks to impose upon him or them any liability in connection with the business undertaken by the Company or with the goods. For the purpose of this clause the Company contracts as Agents for all of the aforementioned, or with the goods. For the purpose of this clause the Company contracts as Agents for all of the aforementioned.
19. The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, damages (*including physical damage*) and liabilities in excess of the liability of the Company in accordance with these conditions, suffered or incurred by the Company in the performance of its obligations under any contract to which these conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.



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Section Two - The Company as Forwarding Agents

20. Conditions 21 to 25 below apply where and to the extent that the Company in accordance with Condition 2 acts as Agent on behalf of the Customer.
21. The Company shall be entitled to enter into contracts.
- (i) For the carriage of goods by any route or by any means;
 - (ii) For the storage, packing or handling of the goods by any persons and any place or places and for any length of time. To do such as may be necessary or incidental thereto at the reasonable discretion of the Company, and to depart from the Customer's instruction in any respect if in the opinion of the Company it is necessary or desirable to do so in the Customer's interest. The Customer expressly authorizes the Company to do such acts and enters into such contracts on behalf of the Customer so as to bind the Customer by such acts and contracts in all respect, notwithstanding any departures from the Customer's instruction aforesaid.
22. The Company shall be entitled delegate the performance of any of its obligations as Agents to any of its parent, subsidiary or associated companies, or to any other person, firm or company. The contractual set between the Customer and the Company made by the Company on its behalf, and also as Agent for and on behalf of such parent, subsidiary or associated Company, and such Company shall be entitled to the benefits of these conditions. The Customer will not seek to impose upon such Company a liability greater than or additional to that accepted by the Company under these conditions.
23. The Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehouseman or others, goods may be forwarded, dealt with etcetera, at Customer's risk or other minimum charges and no declaration of value (*where optional*) will be made, unless express instruction in writing to the contrary have previously been given by the Customer.
24. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations Customary retained by or paid to Forwarding Agents or cargo Agents, unless fee or charges are full settled by the Customer.
25. The company shall not be liable to the Customer or Cargo Owner for loss or damage arising from any non-compliance or miss-compliance with the Customer's or Cargo Owner's instruction of for ant failure to perform whether wholly or in part their *obligations (whether such obligations arise in contract or otherwise)* unless the same is due to the negligence of the Company or its own servants.



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Section Three – The Company as Principal Contractor

26. Conditions 27 to 29 below apply where and to the extent that the Company in accordance with Condition 2 acts as principal contractor.
27. The Company is not a common carrier, and transacts business only on the basis of these conditions.
28. The Company shall not be liable to the Customer or Owner for loss of or damage to the goods nor for any such loss or damage as is referred to in Condition 25 unless the same is due to the negligence of the Company or any subcontractors employed by the Company or its or their own servants.
29. Where the Company or any Subcontractor employed by the Company is the “Carrier” under contract subject to legislation compulsorily applicable thereto the Company shall be entitled to all the rights, immunities, exceptions and limitations conferred on the carrier by such legislation, and if any of these conditions are repugnant to any such legislation the same shall be void to the extent of such repugnancy but no further.

Section Four - Jurisdiction and Applicable Law

30. These conditions, and may be act or contract to which they apply, shall be governed by the Law of the country of incorporation of the Company entering into such a contract. Any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the Courts of the country of incorporation of the Company or otherwise stated.

DANGEROUS GOODS (Air & Sea)

The inherent characteristics of certain commodities make impossible for Carrier to be carried by Air or Sea without endangering the safety of Carrier, Passenger or Crew’s member. However, restricted to within given limits and packing conforms to specifications laid down in the current edition of International and National Government Regulations / Local Terminal Instruction. The Carriers agreement will refer to Port Authority’s acceptance of dangerous cargo must be obtained before the consignment is delivered. A shipper’s declaration for dangerous goods on the appropriate form is required to submit to the relevant Authority with the wording of undertaking as follows:

“I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in the proper condition for transport by air or sea conformity in accordance to the international safety standard applicable to International and National Government Regulations.” The use of Client’s own forms is no derogation of these conditions.