

TERMS & CONDITIONS

- a) **TRADING CONDITIONS:** All business undertaken by Pan-African Logistics LTD is subject to our standard trading conditions as per the Law of Rwanda
- b) **TERMS OF CARRIAGE:** Goods are handled at owners' risk. Insurance may be effected on receipt of written instructions from the cargo owner and against payment.
- c) **DOCUMENTATION:** All shipping documents should be in our hands at Mombasa/Dar es Salaam TEN (10) working days prior to vessel arrival. Port penalties, Customs warehouse rent, shipping lines Demurrage & other related Third-Party charges, which may arise due to late submission or errors in the documents will be on the account of the importer.
- d) **FOB, FREIGHT COLLECT, ROUTED SHIPMENTS:** Pan-African Logistics LTD is not liable for any damage, loss or non-availability of the materials once the export/import documents are executed and handed over to the carriers. The freight charges are due from the client on completion of the documents and handing over of the cargo to the carrier for export/import by Pan-African Logistics LTD or by its agents. Any transit loss shall be recovered from the carrier as per the Terms & Conditions of carriage of goods & services published by the corresponding carrier or from the Insurance Company of the shipper/consignee.
- e) Pan-African Logistics shall not be liable for any claim of loss or damage of goods during transit under any circumstances.
- f) **AIR SHIPMENTS:** Rates are quoted as per the acceptable weight and dimensional restrictions of the available carriers. Non-acceptance due to overweight per carton/piece, odd size or over-dimension is up to the discretion of the carriers. Pan-African Logistics shall not be responsible for any such non-acceptance by the carriers or delay in dispatch due to such circumstances.
- g) **FREIGHT/TRANSPORT RATES:** Rates are always quoted as per the current airline fuel, security surcharges, CAF, BAF, Port Charges, Wharfage and other related third-party charges. Any change during the shipment shall be applied and billed to the customer accordingly.
- h) **PAYMENTS AGAINST OUR INVOICES:** All payments to Pan-African Logistics should be done through bank transfer or by crossed cheques (cheques are subjected to acceptance). Cash payments should be done directly at the Pan-African Logistics LTD office only against official stamped receipts. No employee of Pan-African Logistics LTD is authorised to collect cash payments from the customers and if any such payments are made to any of the Pan-African Logistics LTD employees or pretend to be a Pan-African Logistics LTD employee or agent is purely the responsibility of the payee and Pan-African Logistics LTD is not responsible for any such payments and such payment liability of the customer remains unpaid.
- i) **TRANSPORT MEANS:** Transport of materials in packed/unpacked condition, loose cargo or containerised cargo on behalf of the owner of the goods by road, rail, truck, air, sea, and courier or by hand, under cargo owner's risk.
- j) **DELIVERY MEANS:** Delivery of the materials at the site as suggested by the owner of the goods and mutually agreed subjected to customs and terrine conditions. Delivery up to site means taking the materials in packed/unpacked condition, loose cargo, containerised cargo in trucks/vehicles or by hand and not off-loading and placing until and otherwise agreed against payment. Pan-African Logistics LTD is not liable for the quality of the materials, wrong supply by the supplier/manufacturer, technical default, non-working/non-performance of the materials, installation, demonstration of performance, etc. until and otherwise agreed in writing.
- k) **CUSTOMER MEANS:** The party/company/individual who is entrusting their service requirement to Pan-African Logistics LTD and where Pan-African Logistics LTD is performing or providing its service to.
- l) Pan-African Logistics LTD will not be liable for any human casualties and/or non-human casualties during any of its performance.
- m) **CONTAINER DEMURRAGE:** It will apply as per carrier/sea, CFS/ICD or port authorities
- n) **IMCO CLASSIFIED (HAZARDOUS) CARGO:** Will be charged extra for classified dangerous cargo and it is always the responsibility of the importer/exporter/owner of the goods to declare the type & nature of the goods before handing over the cargo to Pan-African Logistics LTD or its agents.



- o) **CERTIFICATES/DOCUMENTS:** The mandatory certificates for Customs clearance for each shipment for export or import is the responsibility of the exporter/importer/owner of the goods.
- p) **THIRD-PARTY CHARGES:** Where third-party charges increase without notice to us, we reserve the right to vary our quotation with or without notice.
- q) Pan-African Logistics LTD shall charge interest on all outstanding balances due from its clients at a monthly interest fee of 3%. The expression "OUTSTANDING BALANCE" shall mean all or any outstanding balance or parts thereof remaining unpaid to Pan-African Logistics LTD.
- r) Pan-African Logistics LTD shall have a general as well as particular lien on all goods for unpaid accounts.
- s) **FORCE MAJEURE:** Pan-African Logistics LTD shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fires, floods, earthquakes, storms, hurricanes, or any other natural disasters), wars, invasions, act of foreign enemies, hostilities (whether war is declared or not), civil wars, rebellions, revolutions, insurrections, military or usurped power of confiscation, terrorist activities, nationalization, government sanctions, blockages, embargoes, labour disputes, strikes, lockouts or interruptions or failures of electricity.
- t) **TRANSPORT/WEIGHT REGULATIONS:** Goods are loaded subject to the axle loads and gross vehicle weights as per the Ministry of Road and Public Works regulations. All rates quoted are based on the current Road & Rail Transport regulations prevailing. Should the regulation change between now and the actual date of shipment arrival, we may be required to revise our rates.
- u) **BUSINESS HOURS:** Standard business hours of 0800HRS to 1730HRS except Saturdays, Sundays & Government/Regional holidays. Any business/transaction on or after the Business house are chargeable.
- v) **JURISDICTION:** Kigali, Rwanda.
- w) **VALIDITY OF QUOTATION:** One (1) Month from the date stipulated above.
- x) **TRANSIT TIME** for clearing and delivery is approximately 2 days

Thank you for your business!

