

## **IWE FREIGHT TANZANIA LIMITED**

### **TERMS AND CONDITIONS OF TRADE (STANDARD TRADING TERMS AND CONDITIONS)**

Services whether gratuitous or not is transacted subject to the conditions hereinafter (referred to as “terms and conditions of trading”) set out each of which shall be deemed to be incorporated

Business undertaken by the Company to provide advice, information or in and to be a condition of any agreement or business undertaken between the Company and its Customer(s)}.

In the event the Company renders Services and issues a document containing terms and conditions governing such Services. or if the Company executes a contract with its Customer(s), the terms and conditions set forth in such other document(s) or contract shall govern Services and these Terms and

Conditions of Trading shall only be supplemental to such other terms and conditions embodied in a

contract or other document issued by Company. in the event of contradiction between these terms and

conditions of trading with terms and conditions of a document and/or contract issued by the Company, then

such contract or document issued by the Company shall prevail over these terms and conditions of trading

unless stated otherwise.

## **Definitions**

**(a)** “Company” shall in these terms and conditions of trading mean Iwe Freight Tanzania Limited

and its successors and assigns;

**(b)** “Customer” shall mean the person for whom the Company is rendering service, as well as its agents

and/or representatives, including, but not limited to, shippers, importers, exporters. owners of Goods.

carriers, warehousemen, buyers and/or sellers, shippers agents, insurers and underwriters and

consignees. It is the responsibility of the Customer to provide notice and copy(s) of these terms and

conditions of trading to all such agents or representatives of the Customer;

**(c)** “Documentation” shall mean all information received directly or indirectly from Customer, whether in

paper or electronic form:

**(d)** “Goods” means any goods handled, transported or dealt with by or on behalf of or at the instance of the

Company or which come under the control of the Company or its agents. servants or nominees on the

instructions of the Customer and includes any container, transportable tank, flat pallet, package or any

other form of covering, packaging, container or equipment used in connection with or in relation to such

goods:

(e) "Owner" means the owner of Goods to which any business concluded under these trading terms and

conditions relate and any other person who is or may have to acquire any interest, financial or otherwise.

therein.

(f) "Services" means the rights. Benefits, privileges or facilities that are or are to be provided. granted or conferred under a contract for or in relation to the performance of work by the Company for the Customer, to include, without limitation: to make any reports, entries and declarations required by any Government.

Authorities; to provide all necessary information and complete all necessary documentation and reports for

the purposes of any Government Authorities; and to enter into contracts with sub-contractors on behalf of

the Customer to enable the carriage, import, export or transportation of the Goods.

(g) "Third parties\* shall include. but not be limited to, the following: "carriers, truckmen, cartmen,

lightermen, forwarders, ocean freight forwarders, non-vessel operating carriers, customs brokers,

warehousemen and others to which Goods are entrusted for transportation, cartage. handling and/or

delivery and/or storage or otherwise":

(h) All references to the plural herein shall also mean the singular and to the singular shall also mean the

plural unless the context otherwise requires;

(i) The headings to the paragraphs are for reference purposes only and shall not aid in the interpretation of the paragraphs to which they relate

#### **4. Customer as either Owner or Authorized Agent**

(a) Customers entering into transactions of any kind with the Company expressly warrant that they are

either the owners or the authorized agents of the owners of Goods to which the transaction relates and

further warrant that they are authorized to accept and are accepting these conditions not only for

themselves but also as agents for and on behalf of all other persons who are or may thereafter become

interested in Goods.

(b) The Customer warrants that it is bound by these trading terms and conditions for itself and its agents

and for any parties on whose behalf it or its agents may act. and in particular, but without prejudice to the

generality of the foregoing, it accepts that the Company shall have the right to enforce against them jointly

and severally any liability of the Customer under these trading terms and conditions or to recover from

them any sums to be paid by the Customer which upon demand have not been paid.

#### **2. Quotations Not Binding.**

Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or

revision. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given

by the Company to the Customer are for informational purposes only and are subject to change without

notice; no quotation shall be binding upon the Company unless:

(a) the Company in writing agrees to undertake the handling or transportation of the shipment or

consignment at a specific rate or amount set forth in the quotation; or

(b) the Company has started to perform Customer instructions pursuant to the quotation. 'Performance'

shall also hereby mean taking any potential preparatory action such as the Company placing orders with

third parties. If any changes occur in the rates of duty, freight charges, insurance premiums or other

charges given or quoted by the Company, quotations and charges shall be subject to revision accordingly

with or without notice.

Quotation rates are based on dimensions and equipment models provided by Customer to Company and

any deviation from such dimensions and equipment models by Customer shall be reason for Company to

revise its quotation rates and such revised quotation rates shall be binding on Customer.

### **3. Reliance on Information Furnished**

(a) in preparing and submitting customs entries, export and import declarations, applications,

documentation and/or import or export data to the customs department or authorities and/or a third party,

the Company relies on the correctness of all documentation, whether in written or electronic format, and all

information furnished by Customer.

**(b)** Customer shall use reasonable care to ensure the correctness of all such information and shall

indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses.

suffered by reason of the Customer's failure to disclose information or by Customer giving any incorrect or

false statement upon which the Company reasonably relied.

#### **4, Instructions**

(a) The Customer shall ensure that documentation required for receipt and for dispatch, and instructions

are in the Company's possession in proper time and in particular documentation for custom clearance of

Goods are to be surrendered by Customer to Company at least seven (7) working days prior to vessel

arrival at the port of discharge or relevant customs border station. In the event of delay, any charges arising

as a result of the delay including but not limited to late documentation/removal charges shall be borne by

Customer.

(b) If events or circumstances come to the attention of the Company, which, in the opinion of the Company,

make it in whole or in part. impossible or impracticable for the Company to comply with a Customer's

instructions written or otherwise. such as but not limited to poor road and weather conditions, the Company

shall take reasonable steps to inform such Customer of such events of circumstances and to seek further

instructions. If such further instructions are not timely received by the Company in writing the Company

shall, at its sole discretion, be entitled to detain, return, store all or part of the Goods concerned at the risk

and expense of the Customer.

(c) The Customer shall be liable for all consequences arising from inaccurate, obscure and inadequate

documentation and/or instructions and through the same not being furnished or not furnished in time.

(d) In the absence of documentation, the Company shall not be obliged to receive against a guarantee.

Should the Company furnish a guarantee it shall be indemnified by the Customer for all consequences

thereof.

(e) Oral instructions, standing or general instructions or instructions given later, even if received by the

Company without comment, shall not in any way be binding upon the Company but the Company may act

thereupon in the exercise of its absolute discretion

## **5. Loading/Unloading**

(a) In the event of loading and/or unloading time being inadequate — regardless of the cause thereof — all

costs resulting therefrom, such as demurrage etc., shall be borne by the Customer, even when the

Company has accepted the bill of lading and/or charter party from which the additional costs arise without

Protestation.

b) All loading at loading point and offloading at point of delivery are the responsibility of the Customer. A

maximum allowable time of eight (8) hours is provided at both points, failing which, vehicle detention

charges at the rate of US\$350 per vehicle per day shall be applicable for semi trailers or any other vehicle

other than low loaders where the rate of vehicle detention charges shall be notified by Company to

Customer.

(c) Expenses of an exceptional nature and higher wages arising whenever Company by virtue of any

agreement, loads or unloads Goods in the event, at night, on Saturday afternoon or on Sundays or public

holidays, shall not be included in the agreed prices, unless specifically stipulated. Any such costs shall

therefore be refunded by the Customer to the Company.

(d) For work of a special nature, unusual jobs or work requiring a special amount of time or effort, an



additional reasonable amount may at all times be charged by Company to Customer.

## **6. Packing & Carriage**

Except where the Company is instructed in writing to pack Goods and the Company agrees in writing

thereto, the Customer warrants that all Goods have been properly and sufficiently packed and/or prepared

and that Goods will be properly, adequately and appropriately prepared and packed, stored, labeled and

marked, having regard inter alia to the characteristics of Goods involved which are capable of withstanding

the normal hazards inherent in the implementation of any agreement between Company and Customer:

The Customer warrants, that where Goods are carried in or on containers, trailers, flats, tilts, railway

wagons, tanks or any other unit load devices specifically constructed for the carriage of Goods by land, sea.

or aif, (each such device hereinafter individually referred to as "the transport unit") then, save where the

Company has been given and has accepted specific written instructions to load the transport unit-

a) that the transport unit has been properly and competently loaded.  
and

b) that Goods involved are suitable for carriage in or on the transport unit; and

c) that the transport unit is itself in good condition to carry Goods loaded therein and complies with the requirements of all relevant transport authorities and carriers.

## **7. Selection or Services of Third Parties and/or Routes.**

(8) The Company reserves complete freedom to decide the manner or procedure to be adopted for any or

all of the various acts that will be necessary for the completion of the Services. That discretion will be

varied only by instruction delivered by the Customer to the Company in writing and acknowledged by the

Company in writing in sufficient time before the performance of any service to reasonably allow the

Company to adopt the manner of performing the Services required by the special instructions.

(b) Unless Services are performed by persons or firms engaged pursuant to express written instructions

from the Customer, Company shall use reasonable care in its selection of third parties, of in selecting the

means, route and procedure to be followed in the handling, warehousing, transportation, clearance and

delivery of Goods and/or shipment; advice by the Company that a particular person or firm has been

selected to render Services with respect to Goods, shall not be construed to mean that the Company

warrants or represents that such person or firm will render such Services nor does Company assume

responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall

not be liable for any delay or loss of any kind, which occurs while Goods or a shipment or consignment is in

the custody or control of a third party or the agent of a third party: all claims in connection with the act of a

third party shall be brought solely against such party and/or agents: in connection with any such claim, the

Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs

incurred by the Company thereof.

## **8. Terms and Conditions of Agents and Third Parties or Subcontractors**

Notwithstanding anything to the contrary contained herein the Customer agrees that Goods shall be dealt

with by the Company on terms and conditions, whether or not inconsistent with these trading terms and

conditions, stipulated by the carriers, warehousemen, government departments, and all other parties

(whether acting as agents or subcontractors to the Company or not) into whose possession or custody

Goods may pass, or subject to whose authority they may at any time be.

## **9. Auxiliary Operations**

(a) All operations such as superintending, sampling, tallying, weighing and measuring shall take place only

on the Customer's specific written instructions and upon reimbursement of the costs thereof.

(b) Nevertheless the Company shall be entitled, but not obliged, on its own authority and at the Customer's

expense and risk to take all action which it considers necessary to the Customer's interest.

(c) Where it is necessary for an examination to be held or other action to be taken by the Company in

respect of any discrepancy in the Goods which are landed or discharged from any vessel, aircraft, vehicle,

of transport unit, no responsibility shall attach to the Company for any failure to hold such examination or to

take any other action unless the Company has been timely advised by the landing or discharging agent

that such goods have been landed and that such discrepancy exists.

(d) The Company will not be responsible for examining or counting Goods received by it where Goods are bundled, palletized or packed in any other manner such that their number cannot be quickly and easily

counted. Should the Company undertake to count Goods so received. it shall incur no liability in respect of any error or inaccuracy in such counting, whether such error or inaccuracy is the result of negligence on

the part of the Company or otherwise. The Company shall be entitled to levy a charge on the Customer for

counting of Goods in such circumstances.

(e) The Company shall not act as an expert. Company shall in no way be liable for any notification of the

state, nature or quality of Goods; nor shall the Company be under any obligation to see that samples are identical with the lot

## **10. Limitation of Liability**

**(a)** Except as specifically set forth herein, Company makes no express or implied warranties in connection

with its Services:

**(b)** Customer agrees that in connection with any and all Services performed by the Company, the

Company shall only be liable for its negligent acts. Which are the direct and proximate cause of any injury to Customer, including loss or damage to Goods, and the Company shall in no event be liable for the acts of third parties:

**(c)** Even in the event of taking over transport, the Company shall be liable only under the present

conditions and not as carrier.

**(d)** In those cases where the Company is liable to the Customer in terms of sub-paragraph (b) of this

paragraph, in no such case whatsoever shall any liability of the Company, howsoever arising, exceed

whichever is the lesser of the following respective amounts-

**(i)** The value of the goods evidenced by the relevant documentation or declared by the Customer for

customs purposes or any purpose connected with their transportation: or

**(ii)** The value of the goods declared for insurance purposes: and

**(iii)** Where loss or damage howsoever sustained is in respect of part of Goods to the proportion of the sum

ascertained in accordance with (d)(i) or d(ii) of this paragraph, the liability of the Company shall be limited.

to the actual value of that part of the Goods which it bears to the actual value of the whole of the Goods.

**(2)** In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or

Punitive damages even if it has been put on notice of the possibility of such damages.

**(f)** Company shall not be liable to Customer in the event that Goods are suctioned by Tanzanian Ports.

Authority, Tanzanian Revenue Authority or any governmental or statutory authority on account of unpaid

monies, statutory duties, penalties, rates or charges.