

Obligations of the Client

The Client acknowledges that successful execution of logistics services requires their proactive participation, timely cooperation, and fulfillment of responsibilities that complement the Carrier's duties. The obligations of the Client are hereby set forth in a comprehensive manner to ensure clarity, fairness, and operational excellence in the contractual relationship.

1. Provision of Accurate Information

The Client shall provide complete, truthful, and timely information that directly affects the safe and efficient transport of goods.

- **Shipment Details:** The Client must disclose the accurate weight, dimensions, quantity, and description of goods to prevent discrepancies in freight charges, loading, or customs clearance.
 - **Special Handling Requirements:** The Client must inform the Carrier of fragile, perishable, hazardous, or high-value goods. For example, chemicals classified under hazardous materials must be declared in compliance with international safety standards.
 - **Consequences of Misrepresentation:** Any failure to provide accurate details may result in delays, fines, seizure of goods, or legal liability, all of which shall be borne exclusively by the Client.
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2. Compliance with Laws and Regulations

The Client is responsible for ensuring that their goods and shipment practices adhere to applicable local, national, and international regulations.

- **Customs Compliance:** The Client must prepare truthful documentation for customs declarations, export licenses, and import permits.
 - **Prohibited Goods:** The Client must not ship contraband, illegal items, counterfeit goods, or materials restricted by law.
 - **Certifications:** For specialized goods (e.g., pharmaceuticals, live animals, or medical devices), the Client must obtain relevant certificates and provide them to the Carrier before shipment.
 - **Liability:** Non-compliance by the Client that results in legal disputes, detentions, or penalties will remain solely the Client's responsibility.
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3. Packaging and Labeling Responsibilities

The Client is obligated to prepare goods in a manner suitable for safe transportation, storage, and delivery.

- **Packaging Standards:** Goods must be packed according to industry standards (e.g., reinforced cartons, pallets, or specialized crates). Improper packaging that results in damage to goods or equipment will make the Client liable.
 - **Labeling:** Each package must include clear labels specifying the consignee's address, shipment tracking number, and handling instructions such as "Fragile," "This Side Up," or "Perishable."
 - **Hazardous Goods:** Dangerous goods must include internationally recognized hazard symbols and Material Safety Data Sheets (MSDS).
 - **Carrier Right of Inspection:** The Carrier reserves the right to reject shipments that are inadequately packaged or mislabeled.
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4. Timely Payment of Fees

The Client shall ensure prompt settlement of all financial obligations arising from the logistics contract.

- **Freight Charges:** Payment for freight and transportation fees must be made as per the agreed schedule.
 - **Ancillary Costs:** Additional charges, such as storage, demurrage, customs duties, and surcharges, must be borne by the Client.
 - **Late Payments:** Interest may be applied to overdue invoices. Persistent delays in payment may result in suspension of services or termination of the contract.
 - **Disputes:** Any billing disputes must be raised within thirty (30) days of invoice receipt, failing which the invoice shall be deemed accepted.
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5. Documentation and Record-Keeping

The Client must prepare, maintain, and submit all necessary documents for the logistics process.

- **Mandatory Documents:** Bills of Lading, invoices, packing lists, insurance certificates, and certificates of origin must be provided before shipment.
 - **Accuracy:** All documentation must be free from errors and aligned with the shipment contents.
 - **Record Retention:** The Client must retain records of shipments for a minimum of five (5) years to comply with legal and regulatory audits.
 - **Electronic Records:** Digital copies must be provided upon the Carrier's request, especially in jurisdictions where electronic records are recognized as legally binding.
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6. Cooperation in Logistics Operations

The Client must actively cooperate with the Carrier to ensure seamless operations.

- **Coordination at Pickup and Delivery Points:** The Client must ensure availability of staff to assist during loading and unloading, and provide access to facilities.
 - **Communication:** The Client must maintain open communication with the Carrier regarding changes in delivery schedules, addresses, or special requirements.
 - **Emergency Situations:** In case of accidents, delays, or loss, the Client must cooperate with the Carrier in filing claims and providing supporting documents.
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7. Insurance Responsibilities

While the Carrier may provide liability insurance as per law, the Client must obtain additional insurance coverage when the value of goods exceeds statutory limits.

- **Declaration of Value:** The Client must declare the actual value of goods to determine insurance premiums.
 - **Optional Coverage:** The Client is encouraged to purchase cargo insurance for high-value or sensitive shipments.
 - **Failure to Insure:** If the Client fails to obtain appropriate coverage, the Carrier's liability shall remain limited to the statutory minimum.
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8. Confidentiality and Data Protection

The Client must respect the confidentiality of all operational and commercial information exchanged with the Carrier.

- **Confidential Information:** This includes shipment data, pricing terms, and operational procedures.
 - **Data Security:** The Client must adopt appropriate safeguards when handling the Carrier's proprietary information.
 - **Non-Disclosure:** The Client shall not disclose Carrier-related data to third parties without prior written consent.
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9. Environmental and Sustainability Commitments

Modern logistics emphasizes sustainable practices, and the Client must support these efforts.

- **Eco-Friendly Packaging:** Clients are encouraged to use recyclable, biodegradable, or reusable materials.

- **Consolidation of Shipments:** Clients must cooperate in consolidating smaller shipments into bulk loads to minimize carbon emissions.
 - **Compliance with Green Standards:** The Client must adhere to international environmental standards, such as the EU's Green Deal regulations, if applicable.
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10. Indemnification

The Client agrees to indemnify and hold harmless the Carrier against claims, losses, or damages arising from the Client's negligence or breach of obligations.

- **Third-Party Claims:** If a third party raises claims due to the Client's misrepresentation or non-compliance, the Client shall bear full legal and financial responsibility.
- **Carrier Protection:** This indemnity extends to employees, agents, and subcontractors of the Carrier.

10. Security and Risk Management

The Client must adopt necessary security measures to protect goods before handing them to the Carrier.

- Ensuring premises are secure during loading.
 - Prohibiting unauthorized persons from accessing goods.
 - Implementing tamper-proof seals for containers.
 - Providing prior notice to Carrier of any high-risk shipment.
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11. Timely Communication and Notifications

The Client must maintain transparent communication channels with the Carrier.

- Immediate notification of changes in delivery address or consignee details.
 - Prompt reporting of damages or discrepancies at delivery points.
 - Sharing of emergency contact persons for critical shipments.
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12. Responsibility for Customs Clearance Support

The Client must provide accurate documents and pay duties, taxes, and tariffs where applicable.

- Supplying invoices, HS codes, and certificates of origin.
 - Appointing a licensed customs broker when required.
 - Ensuring pre-payment of duties to avoid cargo detention.
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13. Responsibility for Loading and Unloading Assistance

Unless otherwise agreed, the Client shall provide adequate labor, equipment, and access facilities for loading and unloading.

- Forklifts, cranes, or manual laborers as appropriate.
 - Ensuring safe access roads to the warehouse or delivery location.
 - Responsibility for damages arising during client-managed loading operations.
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14. Adherence to Agreed Schedules

The Client must respect pickup and delivery schedules agreed with the Carrier.

- Delays in providing goods for pickup may cause demurrage or rescheduling costs.
 - The Client must inform the Carrier in advance of any expected delay.
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15. Responsibility for Taxes, Duties, and Levies

The Client bears sole responsibility for all government-imposed fees linked to the shipment.

- Import/export duties.
 - VAT, GST, or local surcharges.
 - Port charges, airport handling charges, and security fees.
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16. Technology Integration and Data Sharing

In cases where digital platforms or tracking systems are used:

- The Client must integrate their systems with the Carrier's technology interface.
 - Real-time shipment updates must be acknowledged and confirmed.
 - Cybersecurity measures must be followed to prevent data breaches.
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17. Claims and Dispute Resolution Procedures

The Client must file any claims for loss, damage, or delay within the stipulated time frame.

- Claims must be supported with documents such as invoices, photos, and delivery notes.
 - Failure to submit claims in time may invalidate compensation rights.
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18. Health, Safety, and Workplace Compliance

When Carrier personnel enter Client premises for pickup or delivery:

- The Client must ensure compliance with occupational safety laws.
 - The Client must provide protective equipment (e.g., helmets, gloves) if required.
 - Safe working conditions must be maintained at warehouses and docks.
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19. Ethical Business Conduct

The Client is expected to maintain integrity and ethical conduct in all dealings with the Carrier.

- No fraudulent misrepresentation of goods.
 - No bribery, corruption, or unfair practices.
 - Respect for contractual obligations without manipulation.
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20. Indemnification and Liability for Breach

The Client shall indemnify the Carrier for all losses, damages, or expenses caused by:

- Inaccurate documentation.
 - Illegal or prohibited goods.
 - Failure to comply with customs or regulatory requirements.
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21. Force Majeure Cooperation

If circumstances beyond control (natural disasters, strikes, pandemics) occur:

- The Client must cooperate with the Carrier in rescheduling or rerouting.
 - Additional costs incurred may be shared as per contractual terms.
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22. Termination of Agreement Due to Client Default

The Carrier reserves the right to suspend or terminate services if the Client fails to:

- Pay outstanding dues.
- Provide accurate shipment details.
- Abide by legal requirements.