

TERMS AND CONDITIONS

When ordering PROCET FREIGHT's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment that the Terms and Conditions shall apply from the time that PROCET FREIGHT accepts the Shipment unless otherwise agreed in writing by an authorised officer of PROCET FREIGHT.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means PROCET FREIGHT chooses, including air, road or any other carrier. A "waybill" shall include any label produced by PROCET FREIGHT automated systems, waybill, or consignment note and shall incorporate these Terms and Conditions. **Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost.**

1. Customs, Exports and Imports

PROCET FREIGHT may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper:

- (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations,
- (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and
- (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who PROCET FREIGHT believes in its reasonable opinion to be authorised.

2. Dangerous and Prohibited Goods

: -Unless you obtain our prior agreement, we will not deal with any shipment which is or may be noxious, dangerous, hazardous or inflammable or which we consider may cause damage, disease or infestation or the carriage of which is prohibited by any law or regulation of any country from, to or through which the shipment may be carried. If, despite this, you deliver to us any such shipment or are responsible for us dealing with such a shipment, you will indemnify us against all loss, damage or expense arising in connection with such shipment. We or any other person having possession of such a shipment (whether we have agreed to accept it or not) may destroy or otherwise deal with the shipment in whatever way we or they decide if we or they reasonably believe action is necessary or appropriate.

*Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:-

- i.) no customs declaration is made when required by applicable customs regulations;
- ii.) It contains counterfeit goods, animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones; real or imitation firearms, parts thereof, weapons, explosives and ammunition; human remains, pornography or illegal narcotics/drugs),

Unless you have obtained our prior written consent, we will not deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, animals or plants. If, despite this, you deliver such a shipment to us or are responsible for us handling such a shipment, we shall have no liability at all in connection with that shipment.

iv.) it contains any other item which PROCET FREIGHT decides cannot be carried safely or legally, or

v.) its packaging is defective or inadequate.

3. Deliveries and Undeliverable

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay for delivery, PROCET FREIGHT shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by PROCET FREIGHT without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

4. Delivery Time

Any stated delivery time is only an estimate, unless we confirm in writing that time is of the essence.

5. Inspection

PROCET FREIGHT has the right to open and inspect a Shipment without notice.

6. Shipment Charges

PROCET FREIGHT's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by PROCET FREIGHT to confirm this calculation. Shipper shall pay or reimburse PROCET FREIGHT for all Shipment charges, ancillary charges, duties and taxes owed for services provided by PROCET FREIGHT or incurred by PROCET FREIGHT on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport.

7. Duties and Taxes

You are responsible for all duties, taxes, deposits or other charges made by any authority in connection with the shipment, and for any payments, fines, expenses or losses we incur in connection with the shipment.

8. Time Limits for Claims

All claims must be submitted in writing to PROCET FREIGHT within thirty (30) days from the date that PROCET FREIGHT accepted the Shipment, failing which PROCET FREIGHT shall have no liability whatsoever.

9. Shipment Insurance

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

10. Collect Charges

If we accept a shipment on instructions to collect carriage charges, duty or any other money from the consignee or anyone else, You nonetheless remain responsible for payment if they are not paid by such other person immediately when due. We shall not be liable for any failure to collect any such payment.

11. International Conventions

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit PROCET FREIGHT's liability for loss or damage.

12. Shipper's Warranties and Indemnity

Shipper shall indemnify and hold PROCET FREIGHT harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:-

13. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

14. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

15. Quotation

We may withdraw or revise a quotation at any time. If a quotation is based upon information provided by you (e.g. as to weight) and such information is inaccurate we may, without notice, charge extra to reflect the actual position.

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