CONDITIONS AND CODE OF CARRIAGE

This document outlines the Terms and Conditions ("Terms") that govern the use of our services. By engaging with us as a client and placing an orders, you agree to be bound by these Terms unless you have entered into a specific agreement with ourselves that explicitly provides otherwise. These Terms apply to all users of our services. Please read these Terms carefully before using our services. Your access to and use of the services is conditioned on your acceptance of and compliance with these Terms. If you disagree with any part of the terms, then you may not access the services. We reserve the right to modify or replace these Terms at any time. These Terms may be amended from time to time and we recommend reviewing the updated versions prior to relying on them.

Definitions:

"**The Company"** means Azeta Logistics Limited.
"Consignee or Carrier" means the person (corporate or otherwise who may or may not be the Customer) to whom the Company contracts to deliver the consignment.
"Consignor" means the person (corporate or otherwise who may or may not be the Customer) who supplies the consignment to the Company for carriage but who's rights and responsibilities are full assumed by the Customer for the purposes of these Terms.
"Customer" means the person (corporate or otherwise) who contracts with the Company for the carriage of goods.
"Contract" means the Agreement between the Customer and the Company for the carrying out of the transport service including all documents expressly incorporated therein.
"Consignment" means goods whether single or multiple units or in bulk despatched at any one time from one Consignor in a single load from one address to the other whether or not the dispatch and delivery address are within the same country.
"Dangerous Goods" means radio-active materials, inflammable or anything so designated and having UN code, which are or may become dangerous, or which by their nature are or may become liable to cause injury or damage to any person, goods or property.
"Day" means any day Monday to Friday inclusive, which is not a Saturday, Sunday or public holiday, including the delivery day and the day on which any claim or notification is first made.
"**Alternative Dispute Resolution"** means any procedure agreed by the parties for the resolution of disputes other than those involving formal arbitration or litigation.
"Loss" means the actual loss of the goods or failure by the Company to deliver the goods within the agreed time limit for delivery or, if there is no agreed time limit, within 60 days from the date on which the Company took over the goods.
"**Delay"** means failure by the Company to deliver the goods within the agreed time limit, or if there is no agreed time limit, within the period of 60 days from the date upon which the Company takes possession of the goods.
"Services" means the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.
"Order" means the Customer's order for Services as set out in the Customer's purchase order form or confirmation of order, or by way of a request for Services communicated

either verbally or electronically, the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

"Owners Risk" means that the goods are held upon terms that the Company shall not be liable for any loss of whatsoever nature and howsoever caused including negligence in relation to the goods or as a consequence of the goods being in the Company's possession. The Customer shall indemnify the Company against all claims that may be made against the Company arising from the carriage, retention or storage of such goods.

The expressions Company, Consignee, Consignor and Customer shall include those parties' principals, agents and servants relating to each referenced party.

A reference to legislation or a legislative provision:
(i) is a reference to it as amended, extended or re-enacted from time to time; and
(ii) shall include all subordinate legislation made under that legislation or legislative provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes fax and email.
(d) The headings to the paragraphs are purely for guidance only, and are not to be used to construe the meaning of the text.

BASIS OF CONTRACT

The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The Customer contracts as the legal owner of the goods or as the authorised agent of such legal owner in which case the Customer warrants that he has the authority to accept these Conditions on behalf of the legal owner.

STANDARD TRADING TERMS & CONDITIONS FOR AZETA LOGISTICS LIMITED

The Company shall not be a public or common carrier in relation to the carriage forming the subject of these conditions and any goods to be carried are accepted subject to the conditions contained herein. All and any business undertaken, including any advice, information or service provided whether graciously or not by the Company is and shall be subject to the conditions hereunder set out and each condition shall be deemed to be incorporated in and to be a condition of this agreement between the Company and its Consignor.

The Conditions may not be altered or varied in any way except by express agreement by both parties reduced in writing and signed by a director of the Company. No act or omission of the Company be construed as a variation or waiver of any of these conditions. If any legislation is compulsorily applicable to any business undertaken, these conditions shall as regards such business be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation. If any part of these conditions be repugnant to any legislation applicable at the time, such part shall, as regards such business, be void only to the extent of its repugnance to such legislation and no further.

These Conditions cannot and do not override any Statutory provisions imposed by Law. Goods are accepted subject to the conditions stipulated by all Carriers, Company's and parties into whose possession or custody they may pass for the due fulfilment of the obligations of the Company and the regulatory requirements of everyone relevant country.

ROUTES AND PROCEDURES

Subject to express instructions given by the Consignor and accepted by the Company in writing, the Company reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transport of the goods.

The Company shall be entitled, in the absence of express instructions to the contrary, to employ independent third parties to perform all or any of the functions required by the Company.
The Company is expressly authorised to arrange for the Consignor's goods, in it's discretion, to be transhipped from any vehicle upon which such goods may have been loaded to any other vehicle or vehicles authorised by the Company.

The Company shall have no responsibility or liability to the Customer and/or Consignor for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charges. However, should the Company be correspondingly indemnified against all costs, it shall take such action against the third party on the Customer and/or Consignor's behalf or as its Consignor may reasonably direct.

The Customer or Consignor shall be obliged to provide the Company with timely notice of information pertaining to the goods and the handling thereof, which information the client knows or

should know to be important for the Carrier, including, in particular, the weight and dimensions of said goods. The client shall guarantee the correctness of the information provided by it.

QUOTATIONS

Quotations where given shall be subject to immediate acceptance and shall be subject to withdrawal or revision by the Company at any time subsequent to being issued. The Company shall, notwithstanding acceptance, be at liberty to revise quotations or charges with or without notice in the event of: changes occurring in currency exchange rates, rates of freight, surcharges, storage equipment rental rates, labour rates or any other charges applicable to the handling of the goods, and/or the volumetric charge calculated in accordance with the Company's volumetric tariff from time to time exceeding any quotation based on weight in which event the volumetric may, at the instance of the Company be substituted for the charge based on weight.

The Company is entitled to the benefits of any discounts obtained and to retain and be paid all brokerages, commissions, allowances and any other remunerations of whatsoever nature and kind and shall not be obliged to disclose or account to the Consignor for any such remuneration received by it.

PAYMENT OF THE COMPANY'S REMUNERATION

Unless otherwise agreed between the parties in writing, the Company's remuneration shall be payable by the Consignor in cash, electronic transfer or cheque acceptable to the Company without deduction or set-off within thirty (30) days from date of invoice. If any amounts owing by the Consignor is unpaid on due date, then all other amounts owing by the Consignor to the Company whether due and payable or not, shall become due and payable forthwith and the Company shall be entitled but not obliged (and without prejudice to any of its other rights against the Consignor and/or Customer) by notice in writing to the Customer and/ or Consignor to rescind or suspend performance of any of its obligations under this agreement; and discounts granted by the Company shall be forfeited. Interest on overdue amounts shall be charged to the Consignor at 15% per annum and such interest shall be payable by the Consignor and/or Customer on demand.

COMPANY LIEN OVER GOODS

The Company shall have a lien over all goods for monies due to the Company in respect of services rendered by the Company whether or not payment in respect of such goods is then due. Without prejudice to any of the Company's rights against the Customer and/or Consignor, in the event of the Consignor failing to pay to the Company any monies due by it, the Company shall have the right without notice to the Customer and or/ Consignor :- To open and examine any part of such goods; and as its option, to sell, either by public auction or private treaty, and at its entire discretion, the whole or any part of the goods; and to apply the proceeds of any such sale, after deducting all expenses attendant thereupon, in payment of/or towards any sum due by the Consignor to the Company and to pay the Consignor any surplus without interest, within 60 days after such sale whereupon the Company shall be released from all liability whatsoever in respect of the goods

carried. The Consignor hereby expressly appoints the Company as its agent and hereby grants it full authority to act as aforesaid in regard to the sale of its goods and the appropriation of the proceeds thereof. The exercise by the Company of any of the rights accorded to it by this clause shall be without prejudice to any other rights it may have under this agreement or at common law in respect of the non payment by the Consignor of the Company's remuneration.

LIMITATION OF LIABILITY OF THE COMPANY

General

Notwithstanding anything to the contrary or implied in these conditions:

The Company shall not under any circumstances be liable for any loss or damage howsoever, including liability in contract, delict (including negligence), misrepresentation, restitution or otherwise.. No insurance cover shall be provided by the Company unless such insurance cover is expressly requested in writing prior to the commencement of the loading/journey.

The Company shall not be liable for any indirect or consequential loss or damages howsoever arising. Without derogating from the generality of the aforesaid limitations of liability, the parties expressly agree that the Company shall not at any stage be liable for any damage resulting from or caused by or in connection with a fire, flood, road accidents, moth, vermin, insects, damp, rust, burglary, act of God, riot, civil commotion, invasion, war, sabotage, malicious intent, explosion, labour unrest, strikes, lockouts, chemical damage, leakage, force majeure or any other causes whatsoever.

The Company accepts no responsibility whatsoever for any loss or damage in transit, howsoever occurring. The parties agree that, in addition to the limitation to liability referred to above in respect of the Company, the Consignor shall have no claim of whatsoever nature against the Company's members, employees or agents howsoever arising.

Delivery Indemnity

The Consignor shall properly and accurately furnish to the Company the name and address of the consignee as well as all documents of necessity required to accompany the goods or such documents as the Company may require, and the Company shall not be responsible nor incur any liability for any loss or incorrect delivery of goods due to the name and address of the consignee being improperly stated. In the absence of gross negligence, the Company shall not be liable for any loss in the event of delivery being effected to some person other than the consignee, in the event of the consignee, or his agent, not being present to receive and accept delivery of same.

In the event of the consignee refusing to accept delivery of the goods in whole or in part, or in the event of the Company being unable to effect delivery by reason of the address of the consignee being improperly or inaccurately stated, and being compelled to return the goods to the Consignor, then the Consignor shall be liable for all costs incurred in the return of such goods whether on the same basis as originally agreed upon or any other basis whatsoever. Where the Company is being compelled to dispose of such goods by reason of their perishable nature or for whatsoever other

reason, the Company shall not be liable for any damage to or loss of such goods or any loss or damage arising out of the disposal thereof and the Consignor shall be liable to the Company for all costs incurred in connection with the disposal of such goods.

The Consignor shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes, and shall be deemed to have indemnified the Company against all claims, losses, penalties, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.

The Company shall not be liable for any delay or detention of the goods, for any loss, damage or deterioration therein, unless the date and time for delivery of the goods is expressly stipulated as being of the essence of the contract and the terms accepted by the Company. In any event, the Company shall not be liable for any such loss, damage or deterioration unless such delay or deterioration is attributable to wilful default or gross negligence on the part of the Company.

The Customer is always liable for any demurrage and/or detention rates to be paid for containers used for the Services and the Customer is obliged to indemnify and hold harmless the Company against all and any third party claims related to demurrage and/or detention of containers.

General indemnity

The Consignor shall be deemed to have indemnified the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the Consignor's instruction or their implementation in relation to the goods.

CONSIGNOR TO ESTABLISH CONDITION OF GOODS

The onus of establishing the condition of the goods at the time of acceptance and delivery thereof by the Company and Cosignee shall rest on the Consignor.

DANGEROUS GOODS

No goods, including radio-active materials, which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods or property whatsoever, shall be tendered to the Company or Consignee without the Company’s express consent. The goods or the container package or other covering in which the goods are to be tendered to the Company or its agents shall be prominently marked on the outside so as to indicate the nature and character of the goods, and so as to comply with any applicable laws, regulations or requirements of any authority or Carrier / Company. If any such goods are

tendered to the Company without its written consent or without being marked as aforesaid, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the entire risk and expense of the Consignor, without compensation to him or any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal.

Notwithstanding the acceptance of the goods with its express consent, the Company may nevertheless for good reason, such as the risk to other goods or property, life or health, destroy or otherwise deal with the goods at the entire risk and expense of the Consignor, and without compensation to him or to any other party and without prejudice to the Company's right to its charges or fees including the cost of destruction or disposal. Whether or not the Consignor was aware of the nature of the goods and whether or not the Company's written consent thereof was obtained, the Consignor shall be deemed to have indemnified the Company against all loss, damage or liability caused by the Company as a result of the tender of the goods to the Company.

DUPLICATE DOCUMENTS

The Company is under no obligation whatsoever to provide Customers with duplicates of any documents issued by it. Nevertheless the Company, without being legally obliged to so, will in its discretion endeavour wherever possible to provide Customers with duplicate documents but reserves the right to charge for such copies.

LEGAL PROCEEDINGS

In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement or the implementation, execution, interpretation, rectification, termination or cancellation thereof, the Senior Management of the parties shall communicate and attempt to settle such dispute or difference within seven (7) days, failing which the company may elect to take legal action against the Customer.

Should the Company elect to take legal action against the Consignor arising from its breach of any terms or conditions of the Agreement, the application hereto wherein the Company has to hire the services of an attorney and/or advocate and/or tracing agent, then the Customer will be liable in respect of all legal costs and/or expenses incurred, on the highest scale to allow for recovery of costs i.e. on an attorney and own client scale plus disbursements, tracing charges and collection commission.

The Customer consents to the jurisdiction of any Magistrate’s Court having jurisdiction regarding any legal action taken by the Company against it arising from this agreement and as set out in the application. The Company will however not be precluded from instituting action in any other court with competent jurisdiction.

ATTORNEY & CLIENT COSTS FOR COLLECTION COMMISSION

In the event of the Company instructing its attorneys of choice to recover any monies from the Consignor and/or, the Consignor and/or shall be liable for and shall pay all legal costs incurred by the Company on an attorney client scale, inclusive of collection commission.

GENERAL

No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights there under nor shall any waiver of a breach by a Consignor of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its Consignors.

AUTHORITY TO SIGN

The Customer warrants that the person giving effect to this agreement or any Purchase Order or instructions provided shall be a director of the Customer or any other person fully authorised by the Customer to sign on behalf of the directors and the Customer. By engaging in these Terms, the Customer warrants that the person signing is acting in compliance with this clause.

PACKING

The Company shall not be responsible for the manner in which any goods are packed by or on behalf of the Consignor, whether such packing occurs originally or consequent upon a subsequent transhipment. Furthermore the Company reserves the right to decline the carriage of any goods, which in its opinion have not been properly packed, handled or tested.

FEES

Prices charged by the Company shall be based on the rates applicable at the time at which the Order is received. Where one or more cost price factors subsequently increase and/or where the value of the exchanges in relation to other foreign currencies and/or where the level of taxation changes, the Company shall be entitled to increase the original price accordingly.

INDEMNITY AGAINST CLAIMS BY OWNERS

The Consignor hereby indemnifies the Company and holds it harmless against all and any claims which may be made against the Company by the owners of the goods or Customers of the goods or any third party whatsoever in relation to the goods hereby carried or in damage or injury which may result from the instructions to perform the Services in terms of this agreement.

DOMICILIUM

The Consignor/Customer appoints his physical/registered address as his domicilium citandi et executandi for all purposes relating to this agreement.