

## UNI MOVERS & LOGISTICS LIMITED

### GENERAL TRADING TERMS AND CONDITIONS

#### GENERAL

These terms and conditions form the basis of the contract between us, [Uni Movers & Logistics Limited] and you the customer. It defines and sets out the rights, obligations, and responsibilities of both you and us under this contract. It is a legally binding contract and so it is important that both parties know where they stand. It does include provisions that limit our responsibilities and potential liability to you. We specifically draw your attention to these.

#### DEFINITIONS

In these Conditions;

- (a) Where we use the word "you" or "your" it means the customer; "we", "us" or "our" means us as named above.
- (b) %Company+means Uni Movers & Logistics Limited.
- (c) %Customer+means any %Person+at whose request or on whose behalf the %Company+provides a service;
- (d) %Person+includes persons or any body or bodies, association or any juristic person;
- (e) %Owner+includes the owner, shipper and consignee of the %Goods+or anyone acting on their behalf and who is or may become interested in the %Goods+;
- (f) %Goods+includes the cargo and any container not supplied by or on behalf of the %Company+in respect of which the %Company+provides a service;
- (g) %Container+includes any container, trailer, pallet, transportable tank, flat, or any article of transport used to carry or consolidate %Goods+or any equipment connected thereto;
- (h) %Dangerous Goods+includes goods which are of a dangerous nature, or may become dangerous, or are likely to cause injury to persons or properties and goods likely to harbour or encourage vermin or other pests;
- (i) %Instructions+means a statement of the %Customer's specific requirements;
- (j) %Conditions+means the entire undertakings, terms, conditions and clauses embodied herein.
- (k) %Carriage+refers to transportation in entirety and includes loading or unloading, storing, handling and any and all other services whatsoever undertaken by the carrier in relation to the goods covered by the Forwarder's Certificate of receipt.
- (l) %Carrier+refers to the forwarder issuing the Forwarder's Certificate of Receipt, and all carriers that carry or undertake to carry goods or perform any other services related to the carriage.

#### APPLICATION

All and any services offered by the %company+whether gratuitous or not are undertaken subject to these %conditions+ herewith. Any legislation compulsorily applicable to any business undertaken will be read as subject to such legislation and if any part of these %conditions+be repugnant to such legislation to any extent, such part shall, as regards such business, be overridden to that extent and no further. Nothing in these %conditions+shall be construed as 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.

#### FORWARDERS CERTIFICATE OF RECEIPT (FCR)

1. A Forwarders Certificate of receipt shall be completed as provided herein for each shipment.
2. On each article covered by the Forwarders Certificate of Receipt there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof.
3. The Forwarders Certificate of Receipt shall be signed in full (not initialed) by the consignor and by the carrier as an acceptance of all terms and conditions contained therein.
4. At the option of the carrier a Consignment note/waybill may be prepared by the carrier and the Consignment note/waybill shall bear the same number or other positive means of identification as the original Forwarders Certificate of Receipt. Under no circumstances shall the consignment note/waybill replace the original Forwarders Certificate of Receipt.

#### CONDITIONS OF CARRIAGE

##### 1. LIABILITY OF CARRIER

The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided.

##### 2. LIABILITY OF ORIGINATING AND DELIVERING CARRIERS

Where a shipment is accepted for carriage by more than one carrier, the carrier issuing the Forwarders Certificate of Receipt (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder are liable for any loss of or damage to the goods while they are in custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

### **3. RECOVERY FROM CONNECTING CARRIER**

The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of the loss or damage that the originating carrier or delivering carrier as the case may be, may be required to pay hereunder resulting from loss or damage to the goods while they were in the custody of such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be pro-rated on the basis of revenues received.

### **4. REMEDY BY CONSIGNOR OR CONSIGNEE**

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

### **5. EXCEPTIONS FROM LIABILITY**

The carrier shall not be liable for loss, damage or delay to any of the goods described in the Forwarders Certificate of Receipt caused by an Act of God, public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage or circumstances beyond their control whose consequences they are unable to control.

### **6. DELAY**

No carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by prior agreement and specifically endorsed on the Forwarders Certificate of Receipt and signed by the parties thereto.

### **7. ROUTING BY CARRIER**

In the case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed for-hire vehicle the liability of the carrier is the same as though the entire carriage were by licensed for-hire vehicle.

### **8. STORAGE IN TRANSIT**

Where goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

### **9. VALUATION**

Subject to article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

- a) the value of the goods at the place and time of shipment including the freight and other charges if paid; or
- b) where a value lower than that referred to in paragraph (a) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

### **10. MAXIMUM LIABILITY**

The amount of any loss or damage computed under paragraph (a) or (b) of article 9 shall not exceed \$ 4.20 per kilogram computed on the total weight of the shipment unless a higher value is declared on the face of the Forwarders Certificate of Receipt by the consignor.

### **11. CONSIGNOR'S RISK**

It is agreed that the goods are carried at Owner's risk therefore this agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier.

### **12. NOTICE OF CLAIM**

- a) No carrier is liable for loss, damage or delay to any goods carried under the Forwarders Certificate of Receipt unless notice setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within thirty (30) days after the delivery of the goods or, in the case of failure to make delivery, within ninety (90) days from the date of shipment.
- b) The final statement of claim must be filed within ninety (90) days from the date of shipment together with a copy of the paid freight bill.

### **13. ARTICLES OF EXTRAORDINARY VALUE**

No carrier is bound to carry any documents, species or any article of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.

### **14. FREIGHT CHARGES**

- a) If required by the carrier the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the Forwarders Certificate of Receipt the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable thereon.
- b) Should consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to move it will automatically move on a collect basis?

c) the carrier shall be entitled to the total sum billed, promptly and without any deductions whatsoever or set-off.

#### **15. DANGEROUS GOODS**

Every person, whether as principal or agent, shipping explosive or dangerous goods (i.e. noxious, hazardous, inflammable or any goods likely to cause damage) without previous full disclosure to the carrier as required by law, shall indemnify the carrier against a loss, damage or delay caused thereby, and such goods maybe warehoused at the consignor's risk and expense.

#### **16. UNDELIVERED GOODS**

a) Where through no fault of the carrier the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions

b) Pending receipt of such disposal instructions:

i. the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or

ii. Provided that the carrier has notified the consignor of his intention the goods may be removed to, and stored in a public or licensed warehouse, at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges including a reasonable charge for storage.

#### **17. RETURN OF GOODS**

Where notice has been given by the carrier pursuant to article 16 (a) and no disposal instructions have been received within ten (10) days from the date of such notice the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given.

#### **18. ALTERATIONS**

Subject to article 19, and limitation on the carrier's liability on the Forwarders Certificate of Receipt any alteration, or addition or erasure, in the Forwarders Certificate of Receipt shall be signed or initialed by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect.

#### **19. DESCRIPTIONS, WEIGHTS & VOLUME**

It shall be the responsibility of the consignor to show correct description, shipping weights and volume of the shipment on the Forwarders Certificate of Receipt. Where the description, actual weight or volume of the shipment does not agree with the particulars on the Forwarders Certificate of Receipt the description, weight or volume shown thereon is subject to correction by the carrier. The consignor further undertakes to indemnify the carrier against all losses, damages, expenses and fines whatsoever.

#### **20. C.O.D. SHIPMENTS**

a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

b) The charge for collecting and remitting the amount of C.O.D. dues for C.O.D. shipments must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the Forwarders Certificate of Receipt.

c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within fifteen (15) days after collection.

d) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of this business in a separate account.

e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignee.

#### **QUOTATIONS/RATES/PRICING.**

Rates are offered on the basis of immediate acceptance, and are based on the scope of work, job requirements and prevailing market conditions at the time of offer. These are subject to change on expiry of the stated validity period (28 days) or due to variables outside our control i.e. exchange rates, fuel prices, arrangements with third parties, force-majeure etc..The carrier reserves the right to alter the prices in the event of any changes in cost, with or without prior notice.

Our quotation is a fixed price, it does not include insurance, customs duties and any other fees paid to government departments.

#### **INSURANCE**

No insurance will be effected by the Company except upon express instructions given in writing by the customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance companies or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. The Company is an agent in respect of the effecting of insurance. The insured shall have recourse against the insurers only, and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customers.

#### **JURISDICTION**

Any demand, claim or dispute arising out of or in connection with the services of the Company under these conditions shall be subject to Ugandan Law and the exclusive jurisdiction of Ugandan Courts.

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