

STANDARD TERMS AND CONDITIONS

- 1) The Company are not and do not contract as common carriers. All consignments are accepted by the Company only upon these conditions. No servant agent or subcontractor of the Company has authority to waive vary or alter these Conditions in any way, save that a Director of the Company is so authorised provided that such waiver or alteration is evidenced in writing signed by such Director.
 - a) **MAILAFRICA LTD** is hereafter referred to as the Company.
- 2) **Definitions**

The Company means **MAILAFRICA LTD** of Unit 4 Shield Road, Ashford Middlesex. TW15 1AU

"The Carriers" (whether in regard to carriage or storage or otherwise) means the Company including its servants and agents and its subcontractors together with their respective servants and agents and any of them.

"Customer" means any person entering into an Agreement with the Company for the carriage of a consignment or consignments using the Company's services and includes unless the context otherwise requires his principals, servants, agents, consignee and owner of the goods. "Sender" and "Consignee" includes unless the context otherwise requires their respective servants and agents.

"Consignment" means any goods including separate units thereof whether or not packed or boxed including such packaging which are in the control of the carriers for the purpose of carriage or storage or in respect of which the Company has agreed to perform any services. "Subcontractor" means any person whose services the Company engages or makes use of to perform the whole or any part of the services the subject of this contract.
- 3) **Parties**

The Company may engage agents and/or sub-contractors to perform all or any part of the services the subject of the contract to be provided to the Customer and the Company enters into the Contract for itself and on behalf of such agents and/or sub-contractors, all of whom shall have the benefit of these Conditions and who shall be under no liability to the Customer of anyone claiming through him greater than or in addition to that of the Company under the Contract and the Customer agrees with the Company that no claim shall be made against such agents and/or sub-contractors in addition to or in excess of the limitation and/or exclusions of liability as set out in these Conditions.
- 4) **Warranties and Indemnities**
 - (1) The extent of the Company's responsibilities and liabilities are defined herein and the Customer shall indemnify the Company from and against all claims costs and demands of whatsoever nature and by whomsoever made and howsoever arising, from negligence or otherwise in excess of the liability of the Company under these Conditions arising directly or indirectly from the collection, carriage, storage and/or delivery of the Customer's consignment.
 - (2) The Customer agrees that he will not submit to the Carriers any consignment containing dangerous, verminous, infested, restricted, contaminated, prohibited or condemned goods unless he shall first have given to the Company in writing full details of the same and obtained the written agreement of the Company to the submission of such consignment.
- 5) **Liability of the Company for loss, misdelivery, damage or delay.**

Subject to these Conditions the Company shall be liable for:

 - (1) Loss or Misdelivery of or damage to any part of a consignment occurring during transit as defined by these Conditions unless the Carriers shall prove such loss of misdelivery or damage has arisen from:
 - a) Act of God, including but not limited to storm, tempest or flood;
 - b) Seizure under legal process;
 - c) Insufficient or improper labelling, addressing or packaging;
 - d) Not, civil commotion, strikes, lockouts, stoppages or restraint of trade or labour from whatsoever cause;
 - e) The failure of the consignee to take or accept delivery.
- 6) **Limits of Liability**
 - a) The Company has no knowledge of the value of the consignment and will only make payment or proportionate payment in accordance with this condition on satisfactory proof of value being provided.
 - b) The liability of the Company in any event in respect of the damage of misdelivery or total destruction or loss in connection with or of any one consignment (howsoever caused) shall not exceed a sum equal to the carriage paid to the Company, or the value of the consignment at the time and place when accepted for carriage whichever shall be the lesser sum.
- 7) **Limits**
 - (1) The Company shall not in any event be liable:-
 - a) For the loss or misdelivery of any part of a consignment or damage or delay unless it is advised thereof in writing by the Customer (otherwise than upon any of the Carriers documents) of a claim and the general nature thereof within 21 days of the end of the expected transit of the Consignment save in respect of late arrival in any carriage service with an assured Delivery Date in which case the said 21 days shall run from the time when the goods should have been delivered for claims for refund of carriage charges: or
 - b) For damage of any description unless the damaged goods are made available for inspection by the Company or its appointed representative for a reasonable period following the submission of a claim: or
 - c) For loss, misdelivery or non-delivery of the whole of the consignment unless it is advised of the loss, misdelivery or non-delivery in writing by the Customer (otherwise than upon any of the Carrier's documents) within 28 days and the claim is made in writing within 42 days after transit began.
- 8) **Charges**
 - a) The Company's charges for carriage and storage and any other services incidental thereto shall be payable by the customer within 14 days of the date of the invoice without prejudice to the company's rights against the Consignee or any other person. Should the charges not be paid within the period of 14 days then the Customer agrees to pay the Company interest at the rate of 3% above the base lending rate then prevailing of Barclays Bank PLC from the date of the invoice
 - b) A claim, counter-claim or set off shall not be made the reason for deferring or withholding the payment of monies otherwise due to the Company.
- 9) **Despatch and Receipt of Goods**
 - a) Every consignment and part of a consignment of goods shall be addressed and labelled in accordance with the Company's requirements. Except when otherwise agreed every consignment shall be accompanied by a consignment note containing such particulars as the Company may reasonably require.
- 10) **Lien and Sale (including undelivered and unclaimed consignments)**
 - (1) The consignment and each and every part thereof is accepted by the Company subject
 - a) To a lien upon such consignment for monies, charges or expenses due to it in connection with the carriage or storage thereof;
 - b) To a general lien upon such consignment for any other monies, charges or expenses due to it.
 - (2) In case all such monies, charges or expenses due are not paid in full within 14 days from the date upon which the Company first gives notice of the exercise of its lien to the Customer and/or the Owner of the Consignment, said consignment or any part thereof may be sold and the proceeds or sale applied on or towards the satisfaction of such monies, charges or expenses and all costs incurred in relation to the exercise of the Company's lien and the sale, and the Company shall account for any surplus
- 11) **Other Published Regulations**
 - a) All goods are carried or stored subject also to any other applicable published bye-laws, statutory instruments Acts or Regulations relating to the service of the Company for the time being in force, and in the event of conflict between such bye-laws, Acts, statutory instruments and these Conditions the said bye-laws, Acts, statutory instruments or Regulations shall prevail.
- 12) **Disputes**
 - a) Any dispute, question of difference, which shall at any time arise between the customer and the company and their respective representatives arising from this agreement shall be referred to the English Courts.
 - b) The construction, validity and performance of this Agreement shall be governed by English Law.