

**CONDITIONS UPON WHICH GOODS ARE PACKED, MOVED AND/OR WAREHOUSED BY
STUTTAFORDS A SUBSIDIARY OF S.G.I. PRIVATE LIMITED**

DEFINITIONS.

'Contractor' Means S.G.I. Private Limited and includes the contractor's servants, agents and any person or persons carrying any goods forming the subject matter of this contract under a sub-contract with the contractor.

'Customer' means the owner of the goods or the person having the lawful title to the goods or possessions thereof or the duly authorized agent of the owner.

'Consignment' Means the goods forming the subject matter of the Agreement, whether contained in one or more parcels or packages and whether consigned singly or in parcels or in bulk.

'Consignee' Means the person to whom, or, in the event of no name being given by the Customer, the address to which the goods are being delivered. In the absence of the person named by the Customer as the consignee, then any other person representing him or herself to be duly authorized to accept delivery on behalf of the consignee.

PACKING AND REMOVAL

1. CONDITIONS OF CARRIAGE AND VARIATIONS

It is agreed that the Contractor shall not be a common carrier in relation to the consignment, and that any goods to be carried are accepted subject to the terms contained herein and that this Agreement is entered into between the parties. No variations of this agreement shall be of any force or effect unless reduced to writing and signed by the parties.

2. EXCLUSION OF CONTRACTOR'S LIABILITY.

The Contractor shall not be liable for any loss or damage to the Customer or Consignee, however caused, arising out of this Agreement.

3. AGENTS AUTHORITY.

No agent or any other person employed by the Contractor shall have any authority to alter or vary in any way the terms and conditions of this agreement, unless he is expressly authorized by the Contractor in writing to do so.

4. QUOTATIONS.

All quotations given by the Contractor are given on the following basis:

- i. the quotation is accepted by the Customer within thirty (30) days;
- ii. the scale of wages and or freight rates, foreign exchange rates and fuel costs in force at the date upon which the quotation is given remain static throughout the duration of the contract;
- iii. the quantity of goods to be carried is not increased and the collection and/or delivery addresses are not changed.;
- iv. the quotation does not include customs dues, storage, clearing charges, fines and any other government or Municipal taxes or levies;
- v. no delay is caused by the Customer and/or consignee whether by non production of the necessary licenses, permits, customs forms, or otherwise;
- vi. the Contractor is able to carry the goods on the route selected by it and that it does not have to deviate therefrom for any reason whatsoever, the decision to deviate being in the sole discretion of the Contractor.
- vii. unless specifically agreed between the Contractor and the Customer if a consignment is to be carried as a part load it shall be at the Contractor's convenience and discretion and the Customer shall be entitled to change the basis of the agreement and further entitled to raise additional charges to those disclosed in the quotation.

5. PAYMENT OF CONTRACTOR CHARGES

Unless otherwise specifically agreed between the parties, the Contractor's charges shall be paid in advance. Interest at the current Bank overdraft rate will be charged on all overdue accounts.

6. CLAIM OR DISPUTE NOT TO DEFER PAYMENT.

A claim or dispute shall not be made the reason for deferring payment of any monies payable to or liability incurred by the Contractor or to its agents or any other contractors acting on its behalf and these conditions shall apply thereto.

7. RESPONSIBILITY OF CUSTOMER.

It is the responsibility of the Customer to:

- i. give instructions to the Contractor in writing relating to the consignment, the address of collection, the address of delivery and all necessary documentation;
- ii. ensure that no goods to be carried by the Contractor remain unloaded or left at the address of collection;
- iii. give the Contractor a list of the contents of cartons, trunks and other receptacles packed by the Customer.

8. MEANS OF ACCESS.

- i. The agreement is subject to and conditional upon there existing at the place where the Contractor is to load and take delivery of the goods, safe and adequate access and loading facilities. It must be possible to gain access by means of ordinary staircases, lifts and doorways without the need for any special or additional tackle, plant, power, labour or equipment. The Contractor's vehicle shall have easy access to the loading point which point shall not be more than thirty-six (36) metres from the door or entrance from which the removal is to take place.
- ii. In the event that the Customer fails to meet the conditions referred to in sub-clause (i) the Contractor shall be entitled to resile from this agreement. In that event the Contractor shall not be liable for any damages suffered by the Customer. The Contractor may elect to fulfil the Agreement, in which event the Contractor shall have the right to use such additional plant, equipment and labour as it is in its sole discretion considers necessary and the Customer shall be liable for all expenses incurred by the Contractor.
- iii. The Contractor shall not be liable to the Customer in respect of any damage to the consignment arising out of the use of such additional tackle, plant, equipment or labour. The Customer shall indemnify the Contractor against loss or damage arising out of any injury to the servant or property of the Contractor or any third party by reason of any defect in such tackle, plant, equipment or the negligence of such labour.

9. APPOINTMENT OF AGENTS.

The Contractor shall in its sole discretion be entitled to appoint an agent to perform its obligations under the agreement or part thereof. There shall be no privity of contract between the Customer and the agent. In particular the rights, duties, obligations and liability of the agent to the Customer shall be the same as that of the Contractor in terms of the agreement.

10. TIME OF REMOVAL AND DELIVERY.

The Contractor does not undertake to remove or deliver the goods at the time and date requested by the Customer. If the Customer expressly stipulates that the date of removal and delivery is of the essence of the contract, no liability whatsoever shall attach to the Contractor or its servant, agent or sub-contractor for the late removal or late delivery.

11. CONTENTS OF CONSIGNMENT.

The Customer undertakes that no consignment shall contain jewellery, precious stones, plate or any other valuables of any description, furs, currency, notes, coins, or plants, livestock, domesticated animals or pets of any description or firearms (unless accompanied by the necessary licences and/or permits), ammunition, inflammable, perishable, dangerous goods or any article that may cause vermin or pests or cause infection unless a special agreement is entered into in writing between the Contractor and the Customer in respect of such goods. The Customer hereby indemnifies the Contractor against all claims made against the Contractor for any loss or damage caused to the Contractor or third party by presence of such articles belonging to the Customer. The Customer hereby gives to the Contractor authority to dispose of any article belonging to the Customer that falls within the above classes and categories and undertakes to reimburse the Contractor for its expenses in respect of such disposal.

12. LIABILITY OF CONTRACTOR FOR DAMAGE CAUSED.

The Contractor shall not be liable for any damage howsoever caused to any building, doors, walls, staircases, landings, windows, private roads, drains, bridges, culverts, pictures, brackets, lamps or any other objects projecting from walls or hanging from ceilings or any other property belonging to the Customer. Should any of the above-mentioned items or any other items belonging to third parties be damaged during the execution of this Agreement, then the Customer hereby indemnifies the Contractor in respect of any claim made by such third party.

13. EXEMPTION FROM CONTRACT.

The Agreement does not include the following:

- a) dismantling or erecting of fittings and fixtures;
- b) dismantling or erecting gas, electrical or other fittings;
- c) dismantling or erecting billiard tables or abnormal pieces of furniture;
- d) the relaying or fitting of wall to wall carpets or floor covers;
- e) the fixing of blinds, curtains, mirrors, cornices or other fittings or the re-hanging of pictures.

Should any such work be done by the Contractor, the terms of this agreement shall apply thereto and the Contractor shall be entitled to make additional charges therefor.

14. STORAGE AND REDELIVERY CHARGES.

The Contractor shall be entitled to charge the Customer any extra charges incurred by the Contractor in respect of:

- (a) storage and/or redelivery when such is caused by the failure of the Customer and/or consignee to take delivery therefor when tendered by the Contractor or
- (b) in the event of the Contractor being unable to deliver the goods due to the fault of the Customer/consignee or any other person.

15. CONTRACTOR'S LIEN.

The Contractor shall have a lien over all the goods. In the event of non-payment of the monies due to the Contractor within fourteen (14) days after tender of delivery of the goods, the Contractor shall have the right to open and examine any part of the goods. The Contractor shall at its option sell the whole or part thereof by public auction or private treaty and apply the proceeds of any such sale, after deducting expenses, towards any sum due to the Contractor by the Customer.

STORAGE

16. CONDITIONS OF STORAGE.

It is agreed between the Contractor and the Customer that all the terms and conditions of the agreement relating to 'PACKING AND REMOVAL' (which terms and conditions are numbered 1 to 15) shall *mutatis mutandis* apply to this agreement of storage. The Contractor shall not be liable to the Customer for any damage to or loss of goods, howsoever caused.

17. GOODS STORED.

The goods stored shall be those set out in the inventory attached hereto and signed by the Customer.

18. CHARGES FOR STORAGE.

All charges for storage shall be for a calendar month and the minimum charge shall be one month. The charge shall be exclusive of the cost of removing, packing, stowing away and/or unstowing. The goods shall not be removed from storage unless all charges in relation thereto have been settled in full.

19. NOTICE FOR ACCESS TO AND REMOVAL OF STORED GOODS.

The Customer shall give the Contractor a minimum of three (3) days notice should the Customer require access to the goods held in store and three (3) days notice should the Customer require delivery of the goods out of store.

20. TERMINATION OF STORAGE.

The Contractor may terminate the contract at any time by giving the Customer thirty (30) days notice of its intention to do so and the Customer shall within such period of thirty (30) days remove his goods from the store after paying all charges relating thereto. Should the Customer fail to remove his goods within such period of thirty (30) days the Contractor shall be entitled to sell the goods either by public auction or private treaty or after deduction of expenses to recover from the proceeds all sums owing to it by the Customer. It is specifically agreed that the Contractor has at all times a lien over all goods belonging to the Customer in the possession of the Contractor for all monies owing to the Contractor.

GENERAL

21. GENERAL IMMUNITIES.

The Contractor shall not be liable for any loss, consequential loss, loss of a particular market, failure to produce, loss or damage arising from fire, riots, civil commotion, strikes, lock-outs, stoppage of work, flood, moth, vermin, insects, mildew, damp, rust, burglary or house breaking, act of God, invasion, war, sabotage, malicious intent, explosion, railway or road accident, marine risk, labour trouble and any acts arising therefrom, aircraft or things dropped therefrom, missiles or other projectiles, or from deterioration, leakage or deficiency or articles of a perishable or leaky nature.

22. WAIVER.

In the event of any of the Customer's goods being lost as enumerated in clause 21 above, the Contractor shall be at liberty to take whatsoever steps it considers expedient to try to recover any or all of the goods without such action being construed as a waiver of its rights under clause 21 above and without incurring any liability or obligation whatsoever.

All expenses incurred by the Contractor in attempting to salvage the Customer's goods will be paid by the Customer.

23. OTHER IMMUNITIES.

The Contractor shall not be liable for any loss, consequential loss, failure to produce or damage, however caused to:

- i. any goods during transfer to or from quays, docks, boats, ships, ferries, aircraft or railway vehicles, transit by water whether on deck or otherwise, transit by air, road or rail.
- ii. any articles in wardrobes, drawers, cabinets or other articles of furniture or in any package, bundle, case, or other container not both packed and unpacked by the Contractor's employees;
- iii. any goods removed to or from a public sale or auction room;
- iv. any goods removed from or into premises where there are workmen employed other than the Contractor's;
- v. plaster casts, plaster or composition picture frames, lamp shades, plate glass, mirrors and similar fragile goods;
- vi. clocks, barometers, musical and other instruments, electrical and other mechanical apparatus or appliances, wireless sets, radiograms, stereos, records, recorders, record players, television sets, video recorders, decoders, pianos, organs, washing machines, cookers, refrigerators, electric stoves and heaters. The Contractor does not accept any liability in respect of any damage to or deterioration of or non-adjustment of such articles which are handled solely at the owners risk;
- vii. any article which is inherently defective or which is in such condition that it cannot be moved without risk of damage.
- viii. any goods repacked or repacked and dispatched after leaving the Contractor's hands;
- ix. any goods handed to the Contractor's employees for delivery or storage by other contractors, carriers or third parties or delivered to the Contractor's warehouse by other contractors, carriers or third parties for storage, packing, shipment and/or delivery. The Customer acknowledges that all such contractors, carriers or third parties furnishing such services to the Customer do so independently and have no connection whatsoever with the Contractor;
- x. in respect of any article or property not set forth and individually described in the Contractor's warehouse inventory or receipt.

24. AUTHORISATION FOR CONTRACTOR TO PAY CHARGES

It is specifically agreed by the Customer that the Contractor shall be entitled in its sole discretion to pay charges claimed by reason of previous storage or packing and to pay the charges of other Contractors, carriers or forwarding agents or any other charge whatsoever. The Customer undertakes to repay such payment made by the Contractor on demand.

25. DOMICILIUM CITANDI ET EXECUTANDI

The Customer hereby appoints his address as given in the obverse side hereof as his *domicilium citandi* for all purposes relating to this agreement. No variation thereof shall be binding on the Contractor unless it receives notification in writing under the signature of the Customer.

26. DISPUTES.

Any dispute that may arise out of this Agreement shall be determined in accordance with the Arbitration Act of Zambia.

27. LAW GOVERNING THE CONTRACT.

This agreement shall be interpreted according to the law of Zambia.

ADVICE TO CUSTOMER:

THE CONTRACTOR HAS CONTRACTED OUT OF ANY DAMAGE OR LOSS CAUSED TO THE GOODS. THE CUSTOMER IS ADVISED TO INSURE THE GOODS AGAINST SUCH DAMAGE OR LOSS.