

STANDARD TRADING CONDITIONS 2022

1.	DEFINITIONS		without prejudice to the rights, powers or immunities which the Company enjoys under these Conditions.	9.2	Customer shall indemnify the Company from any loss the Company may suffer as a result of the use of such transport unit.	15.	RECOURSE TO CUSTOMER FOR CONSIGNEE'S DEFAULT
1.1	In these Conditions:					15.1	When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain liable to pay the same and shall forthwith pay for the same or any balance thereof plus any interest if the Company is not paid or not fully paid by such Consignee or other persons immediately when due notwithstanding any claim, counterclaim or set-off.
	"Company" means CEVA LOGISTICS RWANDA LIMITED.	5.	COMPANY'S AUTHORITY	10.	PAYMENT OF INVOICES AND LATE INTEREST CHARGE		
	"Conditions" mean the entire undertakings, terms, conditions and clauses embodied herein.	5.1	Pursuant to Clause 4, the Company (a) is authorized to select and engage any person on behalf of the Customer as agents for and on behalf of the Customer; and (b) shall be entitled to enter into any contract as agent for and on behalf of the Customer with any person for the performance of part or all of the services.	10.1	All invoices shall be paid in accordance with the Payment Term.		
	"Consignee" means the person entitled to receive the goods for the Company.			10.2	Each invoice shall be deemed to be severable and payable on the due date notwithstanding that there may be a dispute in any one or several invoices.	15.2	Without prejudice to the generality of the foregoing, Clause 15.1 shall apply if <i>inter alia</i> the goods are refused by the customs or other authorities or for any reason it is in the opinion of the Company impossible to arrange for the delivery of the goods.
	"Customer" means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information and services pursuant to these Conditions.	5.2	Company may, but is not obliged to, depart from the Customer's instructions in any respect if in the opinion of the Company, it is necessary or desirable to do so in the Customer's interests or it is otherwise expedient to do so.	10.3	Any contest to the invoice must be made within seven (7) calendar days upon its reception. Failure to do so shall deem the amount reflected in the invoice as accepted by the Customer and no claim can be made against the same after payment, except as otherwise allowed under these Conditions.	15.3	Customer shall remain jointly and severally liable to the Company for the due fulfillment of all obligations in connection with the services to be performed and for the payment of all sums due to the Company.
	"Owner" means the owner of the goods (including any packaging containers or equipment) to which any business transacted pursuant to these Conditions relates and any other person who is or may become interested in them whether by assignment or otherwise.	6.	DISCRETION OF COMPANY IN DISCHARGE OF DUTIES			16.	INSURANCE / DECLARED VALUE
	"Payment Term" means payment term of 7 days, or otherwise granted by the Company, from the date of issue of invoice by the Company.	6.1	Subject to instructions in writing given by the Customer and the acceptance of these instructions in writing by the Company, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, and transportation of the goods.	10.4	Interest at the rate of eighteen (18)% per annum or the maximum amount allowed by law, whichever is greater will be chargeable on all overdue amounts.	16.1	No insurance upon the goods will be effected by the Company except upon express instructions given in writing by the Customer and all insurances effected by the Company shall be subject to the exceptions and conditions of the policies of the insurance company or underwriters taking the risk.
	"person" includes persons or any bodies or bodies corporate.	6.2	If in the opinion of the Company it is at any stage necessary or desirable in the Customer's interest to depart from those instructions, the Company shall be at liberty to do so and the Customer hereby authorizes such departure or deviation.		Company shall be entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations.	16.2	Insofar as the Company agrees to arrange insurance upon express instruction, the Company acts solely as an agent for the Customer, using its best endeavours to arrange such insurance, which insurance will be at the Customer's expense and will only be arranged upon the Company receiving a declaration to value prior to receipt of goods by the Company.
1.2	Words importing the singular include the plural and vice versa and words importing any gender include every gender and references to persons include body corporate and unincorporated.	6.3	Any departure or deviation from the terms and conditions, or express instructions in the handling of the goods, other than pursuant to the normal handling of the goods, is done at the sole risk of the Customer, Owner and/or Consignee.	12.	QUOTATIONS	16.3	Should the insurer disputes their liability for any reason, 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 Customer.
1.3	The headings to the clauses are inserted for convenience only and shall not be taken into consideration in the interpretation or construction of these Conditions.	6.4	Goods may be so conveyed or its conveyance so arranged for separately, if and when the Company in its discretion thinks fit as part of a larger package or consignment.	12.1	Quotation given by the Company must be accepted within three (3) working days of the date of issue by the Company and shall be subject to withdrawal or revision by the Company prior to acceptance by the Customer.	17.	LIMITATION OF LIABILITIES
2.	APPLICATION	7.	WAREHOUSING	12.2	Unless otherwise agreed in writing, the Company shall, after acceptance, be at liberty to revise quotation or charges with or without prior notice in the event of changes occurring in currency exchange rates, rates of freight, fuel charges increase, insurance premiums or any changes applicable to the Company's business.	17.1	The Company shall only be liable for any loss of or damage to goods if it is proven that the loss or damage occurred whilst the goods are physically in the possession of the Company and that such loss or damage was due to the negligence or willful misconduct of the Company or its own servants acting within the scope of their employment.
2.1	The following shall apply to these Conditions regardless of the mode or modes of transport used: (a) each of these Conditions shall be deemed to be incorporated in and be a condition of any agreement between the Company and the Customer in respect of any business undertaken by the Company, including any advice, information or service provided, whether gratuitously or otherwise; (b) the Company is not a common carrier and will only deal with the Customer subject to these Conditions; (c) no agent or employee of the Company has the Company's authority to alter or vary these Conditions; and (d) If any legislation is applicable to any business being undertaken by the Company: (i) 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; and (ii) if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such business be void to that extent but no further.	8.	WARRANTY ON PACKAGING	12.3	If the goods shall be stopped or withheld in transit, refused by any person or delivery not taken, the cost of any additional carriage, cartage, storage and of any other consequential service will be charged to and forthwith payable by the Customer.	17.2	Save as aforesaid, the Company shall be under no liability whatsoever and however arising, and whether in respect of or in connection with any goods or any instruction, business, advice, information or service or otherwise.
		8.1	Except where the Company is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.	12.4	Unless otherwise agreed in writing, the Company shall have the option of charging by value or weight or measurement.	17.3	Further and without prejudice to the generality of the preceding sub-conditions or otherwise, the Company shall not be under any liability whatsoever for any indirect or consequential loss arising from such loss or damage, or for any loss arising from non-delivery, mis-delivery or delayed delivery of the goods.
		8.2	Company shall not be liable for loss, deterioration or damage to goods as a result of improper or insufficient packaging or preparation.	12.5	Company may at any time require prepayment of or on account of their expenses from Customer.	17.4	The Company does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Company shall in no circumstances whatsoever, and however arising be liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Company is held responsible for any unreasonable delay, it is hereby expressly agreed by the Customer that the Company's liability shall be limited to 10% of the freight paid to the Company for such delayed goods, as exclusive indemnity for the delayed goods..
		8.3	Customer shall comply with the requirements of any applicable law relating to the preparation and packaging of the goods.	13.	CUSTOMER'S WARRANTY ON DESCRIPTIONS		
3.	CUSTOMER'S WARRANTY ON OWNERSHIP	8.4	In the event the Company is required to pack or re-pack the goods, the expenses and charges incurred by the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation, shall be borne and paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.	13.1	Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for the purposes of these Conditions and the services to be performed by the Company.		
3.1	Customer entering into transaction of any kind with the Company expressly warrants that it is either the Owner or the authorized agent of the Owner of any goods to which the transaction relates and further warrants that it is authorized to accept these Conditions not only for itself but also agent for or on behalf of the Owner or any other person who is or may thereafter become interested in the goods.			13.2	Customer agrees to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence on the part of the Customer.		
3.2	Customer shall indemnify the Company against all expenses, losses and liabilities howsoever and whatsoever suffered by the Company arising from or due to a breach or breaches of the above warranties whether or not arising out of the negligence or fault of the Customer.	9.	WARRANTY ON LOADING	14.	LIABILITY FOR TAXES AND LEVIES		
		9.1	Where the goods are carried in or on containers, trailers, flats tilts, railway wagons, tanks, igloos, or any other unit load device specifically constructed for the carriage of goods by land, sea or air, (each hereafter individually referred to as "transport unit"), then, save where the Company has provided or procured the transport unit, the Customer warrants that: (a) the transport unit has been properly and competently loaded; (b) the goods are suitable for carriage in or on the transport unit; (c) the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit).	14.1	Customer shall be liable for all duties, taxes, imposts, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for all payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.	18.	RATE OF LIMITATION
4.	PERFORMANCE BY COMPANY'S AGENTS, EMPLOYEES OR SUBCONTRACTORS			14.2	Customs duties and taxes and other government charges are additional to the rates quoted by the Company unless otherwise stated.	18.1	In no event shall any liability of the Company howsoever arising notwithstanding any lack of explanation and to the extent of its own negligence or willful misconduct: with respect to domestic shipments, exceed the
	Any instructions or business accepted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself by its own employees, subcontractors or agents performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to others on such conditions as the Company and such others may agree to perform part or all of the services, but entirely			14.3	All costs or payments due to the Company are exclusive of any tax payable by the Company. Any applicable taxes payable under any applicable law (including but not limited to sales tax, service tax, Goods and Service Tax (GST), Value Added Tax (VAT)) shall be charged to and borne by Customer.	(a)	

STANDARD TRADING CONDITIONS 2022

limit sets out in mandatorily applicable law; or, if no mandatorily applicable legal limit applies, 20 SDRs per occurrence, the actual loss, or the replacement cost of the shipment, whichever is less (partial loss or damage shall be prorated on this basis); and	22.1 The Company shall be entitled to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered for any reason, upon expiry of twenty-one (21) days after notice in writing is sent to the Customer of such entitlement, unless the giving notice is no longer practicable under the circumstance.	Except under special arrangements previously made in writing, the Company will not accept or deal with bullion, coins, precious stones, jewellery, valuables, antiques, pictures, live stock or plants. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods unless made under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with the goods however arising.	interested in the goods or by any other person whatsoever.
(b) with respect to international shipments, exceed the limit set out in any applicable international carriage of goods convention, and in the event that no such international convention is applicable, the Company's liability per international shipment shall be limited to the actual loss, or the replacement cost of the shipment, or if no international accord, then at 8.33 SDRs/kg for ground transport, 19 SDRs/kg for air transport and 666.66 SDRs/packaging unit for ocean transport (or its equivalent in Rwandan Franc – FRW), whichever is less.	22.2 All charges and expenses arising in connection with the storage and sale or disposal of such goods shall be borne and paid by the Customer.	30. FORCE MAJEURE	The Company shall not be liable for any loss and damage to the goods, delay or failure to perform any of its obligations under these Conditions caused by the acts of God, civil or military authority, public enemy, fire, floods, severe weather conditions, odours, sprinkler leakage, wind, storm, moth, by rats, mice or other vermin, labour disorders, strikes, work stoppages, or other labour trouble, disturbance or interference of whatever cause or nature, whether primary, secondary or tertiary, etc, malicious attack on IT systems, epidemic or quarantine or accidents, riots, civil commotion, closing of the public highways, governmental interference or regulations and other contingencies, similar or dissimilar to the foregoing, or any event beyond its control. The Company shall notify the Customer as soon as practical of any anticipated delay or failure caused by any of the foregoing events. The performance of the affected obligations shall be suspended for the period of delay caused by such event.
18.2 If the Hague Rules, the Hague Visby Rules, the Warsaw Convention, the Warsaw (Hague) Convention, the Warsaw (Hague) (Montreal) Convention, or the Montreal Convention 1999 are compulsorily applicable, the relevant limitation amounts set out therein will apply. In all other cases, the limitation amounts detailed herein will apply.	22.3 DANGEROUS/HAZARDOUS GOODS	25. RIGHTS OF RECOURSE	The Company shall have the right to sums to be paid by the Customer under these Conditions, not only against or from the Customer, but also if it thinks fit, against or from the sender, and/or Consignee and/or Owner of such goods. All sums shall be paid to the Company in cash immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
18.3 When operation during which the damage or loss of goods occur is subcontracted, CEVA's liability is determined and limited to that incurred by the subcontractor in connection with the operation entrusted to it, provided that such liability is lower than the ones stated herein. When the limits of compensation for subcontractors are non-existent or do not result from mandatory provisions, they are deemed to be identical to those set out in clauses 18.1 or 18.2 above.	23.1 Except under special arrangements previously made in writing, the Company will not accept or deal with any noxious, dangerous, hazardous, inflammable or explosive goods or any goods likely to cause damage.	26. LIEN	31. ASSIGNMENT
19. PROCEDURE FOR CLAIM	23.2 Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, unless made under special arrangements previously made in writing, the Customer shall be liable for all loss or damage whatsoever and howsoever caused thereby, and in particular: (a) the Customer shall indemnify the Company against all penalties, claims, damages, costs and expenses caused thereby; and (b) the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.	26.1 All goods (and documents relating to goods) in the possession, custody and control of the Company shall be subject to a particular and general lien and right of detention for monies due from the Customer or the sender, Consignee or Owner, as the case may be, to the Company, including storage fees and the cost of recovering the same. If any monies due to the Company are not paid within one (1) calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, Customer hereby agrees that the goods may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person or the Customer, and the net proceeds applied in or towards satisfaction of such indebtedness and all charges and expenses of the detention and sale.	31.1 The Customer shall not assign or otherwise transfer any of its duties, rights or obligations under these Conditions without the prior written consent of the Company.
19.1 Customer agrees to make any claim against the Company in writing and without delay.	23.3 If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with without prior notice to the Customer on account of risk to other goods, property, life or health and where such risk was not caused by the fault and neglect of the Company, the Company shall have no liability and the Customer shall indemnify the Company against all loss, damage, liability and expense arising therefrom.	26.2 When the goods are liable to perish or deteriorate, the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.	31.2 Customer hereby agrees that the Company shall be entitled to assign the trade receivables generated under this Conditions to any other party.
19.2 In any event, the Company shall be discharged from all liability: (a) for loss or damage from a package or an unpacked consignment (however caused) unless notice is received in writing within three(3) working days after the date of delivery of the goods or the date when the goods should have been delivered.	23.4 The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.	26.3 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled thereto, in the opinion of the Company.	31.3 Each party acknowledges that information disclosed to it by the other party under these Conditions is proprietary, confidential or a trade secret of that other party.
The Customer, when claiming a non-performance of the Company, must take any useful measure in order to mitigate its losses. Failure to do so allows the Company to ask for a reduction of the indemnities it could owe according to these Conditions. Such a reduction must correspond to the amount of the loss which should have been borne by the Customer if it had mitigated the losses.	23.5 Dangerous/hazardous goods if accepted by the Company must be accompanied by full declaration of their nature and contents and must be delivered to the Company in full compliance with the current edition of the IATA Dangerous Goods regulations/ ICAQ Technical Instructions and be properly and safely and securely packed for the transit and the Customer shall in any case comply with rules which are mandatory according to national laws or by reason of International Conventions relating to the carriage of goods of a dangerous nature, and shall in any case inform the Company in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Company and indicate to the Company, if need be, the precautions to be taken. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.	26.4 When the goods are liable to perish or deteriorate, the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.	31.4 Except as stated in these Conditions, each party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or disclose to any person any information disclosed to it by the other party under these Conditions without the prior written consent of that other party.
20. NO LIABILITY IN ABSENCE OF CUSTOMER'S EXPRESS WRITTEN INSTRUCTIONS	23.6 If the Customer fails to provide such information and the Company is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, the goods are deemed to be hazardous to property, life or health, such goods may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation or liability. The Customer shall indemnify the Company against all loss, damage, liability or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.	26.5 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled thereto, in the opinion of the Company.	31.5 Notwithstanding the provisions of Clause 32.2, the Company may disclose such information (a) to its professional and financial advisers, including its legal advisers, technical advisers, bankers and auditors (collectively "Advisers"); and (b) to the directors and management team of, and Advisers to, its ultimate holding company or of any company that is a subsidiary of its ultimate holding company OR affiliates; provided in each case they are themselves bound by and comply with obligations of confidentiality comparable to those set out in these Conditions.
20.1 The Company shall not be obliged to make any declaration for the purpose of any statute, convention or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.	23.7 The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying or otherwise dealing with the goods or any of them which act in the opinion of the Company or of any other person in whose custody the goods may be at the relevant time is necessary or advisable for the safety or security of any person or property.	26.6 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled thereto, in the opinion of the Company.	31.6 This Clause does not apply to any information which (a) was known to the party receiving it at the date of receipt; (b) is generally available to the public other than as a result of wrongful disclosure by the party receiving it; (c) is required to be disclosed by law; or (d) is required to be disclosed by stock exchange.
20.2 Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, goods will be forwarded, or dealt with, at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.	23.8 For every consignment of dangerous goods, the Customer's declaration for dangerous goods on the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulation, or any national law or international conventions must be completed in duplicate and signed by the Customer and must accompany the goods.	26.7 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled thereto, in the opinion of the Company.	31.7 If any provision of these Conditions be declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provision was never a provision of these Conditions.
21. PERISHABLE GOODS	24. VALUABLE GOODS	27. GENERAL AVERAGE	32. CONFIDENTIALITY
21.1 Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed, marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery.	25. RIGHTS OF RECOURSE	28. WAIVER	32.1 The Customer shall not assign or otherwise transfer any of its duties, rights or obligations under these Conditions without the prior written consent of the Company.
21.2 All charges and expenses arising in connection with the sale or disposal of such goods or in connection with any effort undertaken to preserve or save the goods shall be borne and paid by the Customer.	26. LIEN	29. INDEMNITY	32.2 Customer hereby agrees that the Company shall be entitled to assign the trade receivables generated under this Conditions to any other party.
22. NON-PERISHABLE GOODS	27. GENERAL AVERAGE	30. FORCE MAJEURE	32.3 Notwithstanding the provisions of Clause 32.2, the Company may disclose such information (a) to its professional and financial advisers, including its legal advisers, technical advisers, bankers and auditors (collectively "Advisers"); and (b) to the directors and management team of, and Advisers to, its ultimate holding company or of any company that is a subsidiary of its ultimate holding company OR affiliates; provided in each case they are themselves bound by and comply with obligations of confidentiality comparable to those set out in these Conditions.