

HHG Export Contract Agreement

This contract explains your rights, obligations and responsibilities and those of SDI Logistics Ltd. When we use the word 'you' it means the customer, when we use the word 'us' it means SDI logistics Ltd. These conditions can only be changed or amended by written agreement between us. Our liability for loss or damage is limited (in this connection please pay special attention to clause 8). For this reason, we have offered removals insurance in our quotation. Insurance is a separate contract between you and the insurers. The insurance conditions are separate from our Conditions of Contract.

1. Our quotation is a fixed price and does not include insurance, customs duties ad valorem wharfage and any other fees paid to the government department.

We may change the quotation if:

- a) You do not accept it within 60 days.
- b) The work has not been completed within the three months if you have caused the delay.
- c) Our costs go up because of the changes in the official rate of exchange between the currency of Mauritius and foreign currency, taxation or freight charges outside of our control.
- d) Extra goods are removed or stored or both to which these conditions will apply.
- e) We have to collect or deliver above a second floor unless we have agreed to do so in writing.
- f) We supply extra services at your request.
- g) There are delays outside of our control.
- h) The stairs lifts or doorways are inadequate for easy delivery; or the road or approach are unsuitable for our vehicles; UNLESS you told us in writing of these problems before we prepared the quotation.

In all these circumstances you agree to pay the extra charges.

2. Work not included in the quotation.

Unless agreed in writing we will not:

- a) Dismantle or assemble fitments or fittings or take down curtaining.
- b) Disconnect or reconnect appliances, fittings or equipment.
- c) Remove or lay fitted floor coverings.
- d) Move or store any items excluded under Clause 5.

If any of our staff does this kind of work for you, we will not be liable for any loss or damage.

3. Your responsibility during removals.

It will be your sole responsibility to:

- a) Ensure that nothing is taken away in error or left behind.
- b) Obtain at your own expense all documents necessary for the removal to be completed.
- c) Take responsibility for security of your goods at the departure and destination points by being present yourself or by having someone represent you.
- d) Adequately prepare or stabilize appliances and equipment prior to their removal.
- e) Arrange and pay for any necessary parking facilities.

We will not be liable for any loss or damages costs or additional charges that may arise from any of these matters.

4. Ownership of the goods.

By entering into this contract, you warrant that:

- a) The goods to be removed are your property or
- b) You have the authority of the owner of the property to make this contract in respect of the goods to be moved or stored.

You will indemnify us in respect of any damages and/or costs against us if these warranties are not true.

SDI LOGISTICS LTD

SDI Head Office

M3 Motorway (Behind Engen) Industrial Zone - Riche Terre – Mauritius

Office: (230) 247 2400 – Fax: (230) 247 2401

Mail: info@demenagement.mu – www.sdimauritius.com

Registrar Company No. 179514- BRN No. C21179514 – VAT No. 27903753

5. What is excluded?

The following items are specifically excluded from this contract and if they are moved by us, we do not accept any responsibility for loss or damage:

- a) Jewellery, watches, trinkets, precious stones, money, deeds, securities, stamps, coins or goods or collections of a similar kind.
- b) Potentially dangerous, damaging or explosives items.
- c) Goods likely to encourage vermin or other pests to cause infestations.
- d) Refrigerated or frozen food or drink.
- e) Keys. These must be retained by you.

We are entitled to dispose of (without notice) any goods submitted which are listed under 5b, 5c and 5d.

6. Cancellation.

If you cancel or postpone your removal, we may take a charge to cover our expenses and/or loss.

7. Paying for the removal.

- a) You must pay our charges in cash or by a bank cheque in advance of the removal unless the account is being paid by a government department or by an approved corporate account.
- b) You may not withhold any payment because of any claim you may wish to make against us.
- c) Overdue accounts will incur interest at 2% per month.

8. Our liability for loss or damage.

If we are liable for losing, damaging or failing to deliver your goods, our liability will be limited to a maximum payment proportion of Mur 100.00 per cubic metre of the volume of the item lost or damaged even if it forms part of a pair or set. We may decide to pay for the repair or replacement of the item. We shall not be liable for loss or damage resulting from

- a) Fire, loss or damage while goods are in store.
- b) Moths, vermin or similar infestation; cleaning, repairing or restoring (unless we did the work): war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, military coup, wear and tear, leakage or evaporation, atmospheric or climate changes.
- c) Death, injury, sickness or disease arising from the removal or warehousing any frozen food or drink. Frozen food is only moved at your risk.
- d) Any consequential loss of any kind except as stated in 9 below.

We shall not be liable for loss or damage to:

- e) Items which are brittle or have an inherent defect, the mechanism or components in electronic, electrical, clockwork or motor-driven goods (unless there are outward signs and visible signs of impact damage), sensitive equipment or self-assembled furniture that is dismantled and re-assembled regardless of who built originally, or for self-assembled furniture which is not suitable for transportation.
- f) Any goods not packed or unpacked by us.
- g) Items left inside cupboards or other furniture.
- h) Food or plants.
- i) Fixtures, fittings, property or goods damaged as a result of difficult access.
- j) Goods received from a third party in an unknown condition.
- k) Damage to deep freezers in which goods are packed.
- l) Any items referred to in Clause 5.

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9. Delays in transit.

Shipping/Air lines reserve the right to change vessel or alter sailing/departure date without prior notice given to us. Transit time mentioned is an estimate and may also be affected by weather conditions, port strikes, port congestion, customs clearance process, customs examination and/or any other factors beyond our control and therefore SDI Ltd will be not held responsible under the said circumstances.

10. Our right to hold goods.

We have a legal right to withhold or ultimately dispose of some or all of the goods until you have paid all of our charges and any other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges and other costs incurred by withholding your goods and these terms and conditions will continue to apply.

11. Our right to sell the goods.

On giving you 28 days' notice we are entitled to require you to move out your goods from our custody and pay all money due to us. If you fail to pay all outstanding debts due to us, we are entitled to sell or dispose some or all of the goods without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

12. Disputes.

You may not defer payment to us or set off any amount due to us in the event of acclaim or dispute.

13. Claims against us by third parties (people other than you and us).

You will have to pay any charges, expenses, damages or penalties claimed against us in respect of the goods by a third party unless you could prove that we are negligent. These include packing charges that we may have to pay to do the work, unless we have agreed otherwise in writing.

14. Our right to sub-contract the work.

- a) We may sub-contract some or all the work to any other organization.
- b) If we sub-contract, this contract will still apply to you and us. You agree to the terms set forth in the bill of lading consignment Notes issued by others carriers or organizations involved in the removal, that we accept as your agent. And these conditions form part of this contract. If no such terms and conditions are in existence then our liability will be as set out in conditions 8.

15. Payment of storage charges.

All charges including removal charges must be paid before the goods may be taken out of store.

16. Insurance.

You are strongly advised to insure your goods against all insurable risks during removals, shipping and storage for their full replacement value at destination. We may arrange cover with our insurance company on your behalf.

17. Means, Routes and procedure on handling.

Subject to express instructions is given by the customer, the company reserves to itself the absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods. Further, if in the opinion of the company, it is not any stage necessary or desirable in the customer's interest to depart from those instructions, the company shall be at liberty to do so.

18. Brokerages, Commissions etc.

The company is entitled to retain and to pay all brokerages, commissions, allowances and other remunerations.

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19. Applicable law and Jurisdiction.

All agreements between the company and its customers shall be governed by the law of Mauritius. The Mauritian courts shall have exclusive jurisdiction to deal with any dispute, which has arisen or may arise out of or in connection with business of the company.

20. National Laws and Regulations, Documentary requirements.

The customer shall strictly comply with all applicable laws and government regulations of any country form, to, through and over which the goods may be carried, including those relating to the forwarding packing, warehousing, storage, carriage or delivery of the goods and shall furnish such information and attach to this bill and every document which may be necessary to comply with such laws and regulations. The company shall not be liable to the Customer for loss or expense due to the Customer's failure to comply with this provision.

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Date of Read & Approved

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Customer Name & Signature