

STANDARD TRADING TERMS AND CONDITIONS



1. All and any business undertaken by TNI International Ltd hereinafter called the Company is transacted subject to the conditions hereinafter set out and each and every condition hereinafter set out shall be deemed to be a condition of any agreement between the Company and its customers at this time and in the future.
2. The Company is not a common carrier and does not undertake the obligations of liability of a common carrier and it is hereby expressly agreed by and between the Company and the Consignor that the Company shall not be liable to be sued in like manner as if he had actually undertaken to carry the goods as a common carrier for hire. The Company may refuse to accept for carriage any goods or any class of goods at his absolute discretion.
3. Whenever the Company is instructed to undertake or arrange transport storage or any other service, it shall be authorised to entrust the goods or arrangements to third parties subject to the latter's contractual conditions. The customer shall be bound by such conditions and shall indemnify the Company against any claims arising out of their acceptance.
4. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorised agents of the owners of any goods or property the subject matter of the transaction, and by entering into the transaction they accept these conditions for themselves as well as for all other parties on whose behalf they are acting.
5. Subject to express instructions in writing given by the customer, the Company reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transportation of goods. Senders, owners and consignees guarantee payment of all charges and advances.
6. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Shipping and Forwarding Agents and Insurance Brokers.
7. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If any changes occur in the rates of freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
8. The Senders, Owners and Consignees of any goods and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes and they undertake to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
9. The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
10. The Senders, Owners and Consignees and their agents, if any, shall be liable for any duty, tax, impost or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by the Company in connection therewith.
11. No insurance will be affected except upon express instructions given in writing by the customer and all insurances affected by the Company are subject to the usual exemptions and conditions of the policies of the insurance company or underwriters taking the risk. 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. Should the insurers dispute the liability for any reason the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability in relating 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. The Company will under no circumstances be regarded as an insurer of the goods and is expressly excluded from liability through loss, damage or non-delivery.
12. The Company shall not be liable for loss of or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of the Company and under its actual control and unless such loss or damage is due to the willful neglect or default or negligence of the Company or its own servants.
13. The Company shall not in any circumstances be liable for damages arising from loss or market or attributable to delay in forwarding or in transit or failure (not amounting to willful negligence) to carry out the instructions given to it.
14. (a) It is hereby agreed by and between the Consignor and the Company that any liability of the Company on whatsoever ground arising shall in every case be limited in amount to the sum of US\$20.00 per kg in respect of all the goods listed in these Forwarding instructions whether or not there has been any declaration of value of the goods or of any of them by the Consignor for the purposes of carriage or otherwise.
(b) The express warranties set forth herein in the terms and conditions are in lieu of all other warranties expressed or implied save and except warranties implied by virtue of the Trade Practices act or the provision of any applicable laws which cannot be excluded by agreement insofar as any contract for the supply of goods and/or services hereunder is regulated by any such applicable law.
15. (a) In the case of goods of a value exceeding \$200 per package or unit or the equivalent of that sum in other currency, the value will not be declared or inserted in the Bill of Lading for the purpose of extending the Ship-owners liability under Articles IV, Rule 5 of the Carriage of Goods by Sea Act 1924, except upon express instructions given in writing by the Customer.
(b) In the case of Carriage by Air, no optional declaration of value to increase the Air Carrier's liability under the Carriage by Air Act 1932, Articles 22 (2) of the First Schedule will be made except on express instructions given in writing by the customer.
(c) In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers, warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability, and goods will be forwarded or dealt with at owner's risk or other minimum charges, unless express instructions in writing to the contrary are given by the customer.
16. Instructions to collect payment on delivery (COD), in cash or otherwise are accepted by the company upon the condition that the Company on the matter of such collection will be liable for the exercise of reasonable diligence and care only. The Company accepts no liability whereupon delivery of the goods payment is not made unless express instructions are received that such goods are not to be delivered without the payment.
17. Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the Senders Owners or Consignees of the goods and payment or tender of the net proceeds of any sale after the deduction of charges shall be equivalent to delivery.
18. Non-perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee may be sold or returned at the Company's option at any time after the expiration of 21 days from a notice in writing sent to the address which the Sender gave to the Company on delivery of the goods. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the customer. A communication from any agent or correspondent of the Company to the effect that the goods cannot be delivered for any reason shall be compulsive evidence of that fact.

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19. Except under special arrangements previously made in writing the Company will not accept or deal with any noxious, dangerous, hazardous, or inflammable or explosive goods or any goods likely to cause damage. Any person delivering such goods to the Company or causing the Company to handle or deal with such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify the Company against all penalties, damages, costs and expenses arising in connection therewith and 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. If such goods are accepted under arrangements previously made in writing they may nevertheless be sold, destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression goods likely to cause damage includes goods likely to harbour or encourage vermin or other pests.
20. Except special arrangements previously made in writing the Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants, and the Company will not accept any liability whatever for any such goods except under special arrangements previously made in writing.
21. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of the Company at the owner's risk and expense.
22. All goods (and documents relating to goods) shall be subject to a particular and general lien for monies due either in respect of such goods or for any particular or general balance or other monies due from the Senders, Owners or Consignees to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due to his or her last known address that such goods are detained they may be sold by auction or otherwise at the sole discretion of the Company, and at the expense of such person, and the proceeds applied in or towards satisfaction of such particular and general lien. Money due to the Company must not be withheld pending payment of claims lodged against the Company.
23. The servants, employees and agents of the Company shall be entitled to the benefit of all provisions in these conditions which exclude or restrict tortious liability of any kind, and no such servant employee or agents shall be liable to any person as agent of the Company whether acting on his or her own behalf or as servant employee or agent of the Company.
24. The Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion or theft whether caused by negligence of the company's servants or otherwise.
25. In the event of unexplained loss of goods in the custody of the Company the liability of the Company shall not exceed the limits defined in paragraph 14 of these Conditions.
26. Notice of any claim by the Consignor on any ground of liability with respect to the goods or any of them or the forwarding or carriage thereof against the Company must be given in writing stating the nature, grounds and amount of the claim and details of the goods in respect of which it is made by the Consignor to the Company at the head office of the Company within 7 days of the date on which the goods are delivered by the Consignor into the actual physical custody of the Company, as its agent, otherwise the consignor shall be deemed to have waived and abandoned completely any claim which he might have against the Company on any ground of liability in respect of the goods or any of them or the forwarding or carriage thereof and no such claim shall in default of such notice as aforesaid, after the expiration of such 7 days be allowable for admitted and time shall be the essence of this clause.

Without prejudice to any other of the provisions of these instructions, this contract or any contract which the Company may make pursuant to its authority hereunder and any contract which may be made by any person, firm, or company to whom the Company has delegated such authority pursuant hereto, shall be further subject to all terms, conditions and requirements which may be imposed on or with respect to or in connection with the goods or any of them, or

the forwarding carriage or storage thereof, by any port, harbour, dock, railways, shipping, airways or any other public authority or by any government department or person into whose hands it may become necessary to entrust the goods or any of them or to whose control the goods or any of them may become subject, in transit to the consignee and all further or additional charges which may be or become ascertained and payable with respect to or in connection with such goods or the forwarding carriage or storage thereof by reason of any such terms, conditions or requirements shall become and be payable in the manner as provided.

27. The Company shall have a lien on the Goods and any documents relating thereto for all sums payable to the Company under this contract and for general average contributions to whomsoever due and for the cost of recovering the same and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.
28. General average shall be adjustable according to the York/Antwerp Rules of 1974 at any port or place at the option of the Company whether declared by the Company of a subcontractor of the Company. The Merchant shall give such cash deposit or other security as the Company may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Company requires or, if the Company does not so require within three months of the delivery of the Goods, whether or not all the time of delivery the Merchant had notice of the Company's lien. The Company shall be under no obligation to exercise any lien for general average contribution due to the Merchant.