

## **TENBALD EXPRESS LOGISTICS TERMS AND CONDITIONS OF CARRIAGE**

**“Shipment” means all documents or parcels that are handled by Tenbald and may be carried by any means Tenbald chooses, including sea, air or any other carrier. A “waybill” shall include any Shipment identifier or document produced by Tenbald or Shipper automated systems such as label, barcode, waybill or consignment note as well as any electronic version thereof. Every shipment is transported on a limited liability basis as provided herein. If shipper requires greater protection the insurance maybe arranged at an additional cost. (Please see below for further information. “Tenbald” means any member of the Tenbald Express Logistics Network.**

### **1. Customs Clearance and Regulatory Compliance**

Tenbald may perform any of the following activities on Shipper’s or consignee’s behalf in order to provide services. (1) complete any documents, amend products or service codes and advance any duties, taxes or other regulatory charges required under applicable laws and regulations, (2) act as Shipper’s or Consignee’s true and lawful agent and designate a customs broker to perform export control and customs clearance and (3) redirect the Shipment to consignee’s customs broker or other address upon request by any person who Tenbald believes in its reasonable opinion to be authorized. Shipper or consignee will provide any extra authorization required by applicable law for Tenbald to clear a shipment.

### **2. Unacceptance Shipments**

A Shipment is deemed unacceptable if:

- It contains complete firearms, ammunition, explosives, explosive devices or test pieces, air guns, replica or firearms, counterfeit goods, cash, any of precious metal, live animals, prohibited animal parts such as ivory, human remains or ashes, loose precious or semi- precious stones, cannabis or illegal goods such as narcotics or other illegal drugs.
- It contains any other item which Tenbald cannot carry safely or legally.

### **3. Inspection**

Tenbald has the right to do a pre shipment and post shipment inspection without notice for safety, security, customs or other regulatory reasons.

### **4. Shipment charges, Duties and Fees**

Tenbald's Shipment charges are calculated according to volumetric weight if it is a Sea Shipment and actual weight if its Air shipment (for more information kindly refer to our price list which is available on our website-[www.tenbaldexpress.co.zw](http://www.tenbaldexpress.co.zw)).

4.1. All shipments must be paid for in full prior to their arrival at the designated location. Failure to complete payment will result in the inability to release the shipment to the consignee.

4.2. Shipments must be collected within three (3) days of their arrival. If a shipment remains uncollected beyond this period a storage fee of US\$5 per day on Air shipments and US\$15 per day on Sea Shipment will be charged beginning on the fourth day after arrival.

4.3. If a shipment remains uncollected for more than two (2) months from its arrival date Tenbald through our liaison officer reserves the right to auction the goods via any auction house to recover costs incurred including unpaid storage fees and other expenses. Any surplus funds after deducting applicable costs will be refunded to the consignee.

### **5. Tenbald's Liability**

For more information please refer to the liability chart which is available on the Tenbald Website ([www.tenbaldexpress.co.zw](http://www.tenbaldexpress.co.zw)) or from Tenbald Customer Service.

Tenbald's liability is strictly limited to direct loss and damage to a Shipment only. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage IS special or indirect, and even if the risk of such loss or damage was brought to Tenbald's attention.

Tenbald will make every reasonable effort to deliver the Shipment according to Tenbald's regular delivery schedules, but these schedules are not binding and do not form part of the contract. Tenbald is not liable for any damages or loss caused by delay, but for certain

Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions.

## **6. Shipment Insurance**

Tenbald may be able to arrange insurance for loss of or damage to the Shipment, covering the full value of the goods, provided that Shipper so instructs Tenbald in writing, the insurance form and pays the applicable premium. Shipment insurance does not cover indirect loss or damage or loss or damage caused by delays.

## **7. Circumstances Beyond Tenbald's Control**

Tenbald is not liable for any loss or damage arising out of circumstances beyond Tenbald's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to Tenbald; any act or omission by a person not employed or contracted by Tenbald-e.g. Shipper, Consignee, third party, customs or other government official; third party cyber-attacks or other information security related threats; "Force Majeure" - e.g. earthquake, cyclone storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action.

## **8. Governing Law**

Any dispute arising under or in any way connected with these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the shipment and shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.