



**THE SHIPPING AND FORWARDING AGENTS' ASSOCIATION OF
ZIMBABWE**

STANDARD TRADING CONDITIONS

1. The following conditions apply to all business undertaken by all Clearing and Forwarding Agents that are members of the Shipping and Forwarding Agents' Association of Zimbabwe. The clearing agent is hereinafter referred to as 'The Company'.
2. The Company is not a common or public carrier. Its carriage is merely incidental to its clearing and forwarding operations and it may refuse to accept for carriage any goods or class of goods.
3. 'Goods' wherever used in these conditions shall mean any goods coming under the control of the Company on behalf of any customer and shall include any container, transportable tank, flat, pallet, package or other covering not supplied by or on behalf of the Company.
4. All goods accepted by the Company are dealt with subject to the conditions stipulated by carriers, warehousemen, and Government Departments and all other parties into whose possession or custody the goods may pass, or subject to whose authority they may at any time be. It shall be the duty of the customer to ascertain these conditions and the Company shall not be liable to make or obtain any refund, but at the request of the Customer will apply for a refund provided the Company is notified timeously in terms of the said conditions.
5. 'Customer' shall mean any person or persons at whose request or on whose behalf the Company undertakes any business, advice, information or service.
6. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorized 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.
7. Subject to express instructions in writing given by the customer, the Company reserves to itself freedom in respect of means, route and procedure to be followed in the handling and transportation of goods.

8. 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 and shall not be obliged to disclose or account to its customers or principals for any such remuneration received by it from third parties.
9. 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 premium or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.
10. The senders, owners and consignees of any goods, and their agents, if any, shall be deemed to be bound by and warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular and other purposes, and they shall be deemed to have indemnified the Company against all losses, damages, expenses and fines arising from any inaccuracy or omissions, even if such inaccuracy or omission is not due to any negligence.
11. The Company shall not be liable under any circumstances any loss, damage or expense arising from or in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
12. 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. In all cases the account for these items of the company shall be paid in full and no deductions shall be made therefrom for any purposes whatsoever.
13. It shall not be obligatory upon the Company to effect insurance on any goods being handled or stored by it except upon express instructions given in writing by the customer, and all insurance effected by 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 their 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 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. In any such insurance, the Company will be acting as agent and not as a principal.
14. In all cases where there is a choice of tariff rates or premiums offered by carriers, warehousemen, underwriters, or others, depending upon the value declared or the extent of the liability assumed by the carrier, warehouseman, or other person, it shall be in the entire discretion of the Company as to what liability if any shall be imposed on the carrier, warehouseman, underwriter or other person, unless express instructions in writing are timeously given by the customer.

15. 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.
16. The Company shall not be liable for loss 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 wilful act of the Company or its own servants.
17. The Company shall be entitled, in the absence of express instructions to the contrary; to employ independent third parties to perform all or any of the functions required of the Company. Where such third parties disclosed to its customer, the Company shall have no responsibility or liability to its Customer for any act or omission of such third party, even though the Company may be responsible for the payment of such third party's charge; but the Company shall, if suitably indemnified against all costs, take such action against the third party on its customer's behalf as its customer, may direct. If the third is not disclosed to its customer, then such third party shall, for the purpose of the Company's responsibility to its customer, be deemed to be a servant of the Company.
18. The Company shall not in any circumstances be liable for consequential loss however caused.
19. In no case shall the liability of the Company exceed the value of the goods or the value declared by the Customer for insurance, customer or carriage purposes or the following respective amounts, whichever figure is the least:
 - a. Inward and outward consignments received or to be forwarded by airfreight- Z\$50 per consignment.
 - b. Inward and outward consignments received or to be forwarded by sea freight or other surface carriage, excluding parcel post – Z\$100 per short ton.
 - c. Inward and outward parcel post consignments- Z\$25 per consignment.

If it is desired that the liability of the Company should not be governed by these limits, written notice thereof must be given to the Company, together with a statement of the value of the goods. Upon receipt of such notice, the Company may agree to its liability being increased to a maximum amount equivalent to the amount stated in the notice, in which case it shall be entitled to effect special insurance to cover its maximum liability and the party giving the notice shall be deemed by so doing to have agreed and undertaken to pay to the Company the amount of the premium payable by the Company for such insurance. The Company shall not be responsible for the loss of profits in any circumstances.

20. Instructions to collect payment on delivery (COD) in cash or otherwise are accepted by the Company upon the condition that the carrier or carriers concerned undertake this service.
21. 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 consignee of the goods, and

payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.

22. Non-perishable goods, which cannot be delivered either 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 the notice in writing sent to the address, which the sender gave to the Company on delivery of the goods.
23. No goods, including radio-active materials, which are or may become dangerous, inflammable or noxious, or which by their nature are or may become liable to cause injury or damage to any person, goods, or property whatsoever, shall be tendered to the Company without its express consent in writing. The goods or the container, package or other covering in which the goods are to be tendered to the Company or its agents shall be prominently marked on the outside so as to indicate the nature and character of the goods, and so as to comply with any applicable laws, regulations or requirements of any authority or carrier.
 - a. If any such goods are tendered to the Company without its written consent or without being marked as aforesaid, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the sole discretion of the Company and at the entire risk and expense of the Customer, without compensation to him or to any other party and without prejudice to the Company's right to its charge or fees including the cost of destruction or disposal.
 - b. Notwithstanding the acceptance of the goods with its express consent, the Company may nevertheless for good reason, such as the risk to other goods, property, life or health, destroy or otherwise deal with the goods at the entire risk and expense of the customer, without compensation to him or to any other party, and without prejudice to the Company's right to its charges or fees including the cost of destruction.
 - c. Whether or not the customer was aware of the nature of the goods and whether or not the Company's written acceptance thereof was obtained, the customer shall be deemed to have indemnified the Company against all loss, or liability caused to the Company as a result of the tender of the goods to the Company.
 - d. The expression "goods liable to cause damage" shall include goods likely to harbor or encourage vermin or other pests.

The Customer shall be responsible for compliance with all regulations relating to such goods as aforesaid in force in any country or its territorial waters.

24. Except under special arrangements previously made in writing, the Company shall not accept bullion, coins, precious stones, jewellery, valuable antiques, pictures, livestock or plants and the Company shall not accept any liability whatever for any such goods except under special arrangement previously made in writing.
25. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole direction of the Company at the Customer's risk and expense.
26. Notwithstanding any prior dealings between the Company and its customer, all documents and other matter (including cash, cheques, bank drafts and other remittances) sent to the Company through the post shall be deemed not to have been

received by the Company unless and until they are actually delivered to the Company by the postal authorities or placed in the Company's post office box, if so addressed.

27. The Company shall be under no obligation to make any declaration to, or to seek any special protection or cover from the carrier in respect of any goods falling within the definition by the carrier,
- (i) of dangerous or hazardous goods or,
 - (ii) of goods liable to be stored in the open

Unless written instructions to that effect are given to the Company.

28. The Company shall have no obligation to take any action in respect of any goods, which may be recognizable as belonging to its customer unless it has received suitable instruction relating to such goods together with all necessary documents. In particular, the Company shall not be obliged to notify its customers of the existence or whereabouts of the goods or to examine them or to take any other steps for their identification, protection, preservation or for the preservation of any claim by their customer or any other party against the carrier, insurer or any third party.
29. Where it is necessary for any examination to be held or other action to be taken by the Company in respect of goods being cleared by it which are landed from any vessel in a discrepant condition, no responsibility will attach to the Company for any failure to hold such examination or take such other action unless the Company has been timeously advised by the landing agents that such goods have been landed discrepant.
30. Where, as a result of any act or omission by the Company duty, railage, wharfage, freight, cartage or any other impost or charge has been paid or levied, which should not have been paid or levied, or has been paid or levied in an incorrect amount, then the responsibility or liability to its customer which the Company might otherwise bear will cease and fall away if the customer does not;
31. When goods are accepted or dealt with upon instruction to collect freight, duties, charges or other expenses from the consignee or any other person, the customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
- If accepted by the Company instructions to collect payment on delivery (COD) in cash or otherwise shall be subject to the condition that the Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
32. In the absence of special instructions, it shall be in the entire discretion of the Company to decide at what time to perform any or all of the various acts, which may be necessary for the completion of its services in relation to any particular matter. The Company shall have no liability or responsibility by virtue of the fact that there may be a change in the rates of duty, wharfage, freight, railage or cartage, or any other tariff, before or after the performance by the Company of any act involving a less favorable rate or tariff, or by virtue of the fact that saving may have been affected in some other way had any act been performed at a different time.

33. The Company shall under no circumstances be precluded from raising a debit in respect of any fee or disbursement lawfully due to it, notwithstanding the fact that a previous debit or debits (whether excluding or partly including the items now sought to be charged) had been raised or whether or not any notice was given that further debits were to follow.
34. Unless otherwise specifically agreed by the Company all sums shall be paid to the Company in cash immediately upon presentation of account without deduction and payments shall not withheld or deferred on account of any claim counterclaim or set off.
35. Wherever if necessary, for the purpose of these conditions or any other purpose whatever, for instructions to be given to the Company, such instructions shall only be recognizes by the Company as valid, if timeously given late, even if received by the Company without comment, shall not be binding upon the Company.
36. All goods (and documents relating the goods) which come into the possession or under the control of the Company, shall be subject to a special general lien and pledge for monies due to the Company in respect of services and/or disbursements relating to such goods, and for any other indebtedness to the Company from whatever cause by the sender, owner or consignee of the goods. If such indebtedness is not paid in full by the debtor within fourteen days of receipt of notice from the Company that it intends disposing of the goods, the Company may release the goods either by public auction to private treaty at its entire discretion and apply the proceeds towards the debtor's indebtedness.
37. The servants, employees and agents of the Company shall be entitled to the benefits of all provisions in these conditions, which exclude or restrict liability of any kind.
38. Notwithstanding anything hereinbefore contained the Company shall be discharged from all liability:
- (i) For loss or non-delivery of any separate package forming part of a consignment or for loss from a package or an unpacked consignment or for damage or mis-deliver (1) however caused, unless notice be received in writing within five (5) days after the end of the transit where the transit ends in Zimbabwe or within fourteen (14) days after the end of the transit ends at any place outside Zimbabwe.
 - (ii) For loss or non-delivery of the whole of the consignment, however caused, unless notice be received in writing within 28 (twenty eight) days of the date when the goods should have been delivered.
39. The Company shall not be liable under any circumstances for any loss damage or expense arising from or in any way connected with marks, weights, measurements, numbers, brands, contents, quality or description of any goods.

40. In addition to and without prejudice to the foregoing conditions, the customer shall be deemed to have indemnified the Company against all liabilities whatsoever suffered or incurred by the Company arising directly or indirectly from or in connection with the customer's instructions or their implementation in relation to the goods and in particular in respect of any liability whatsoever it may be under to:

- (i) any servant, agent or sub-contractor or any hauler, warehouseman, or other person whatsoever at any time with the goods arising out of any claim made directly or indirectly against any party, by the Customer or by any consignor, consignee or owner of the goods or by any person interested in the goods or by any other person whatsoever, or
- (ii) any owner or consignee of the goods who is not the Customer of the Company where the Company, performs the service of a deconsolidation agent, or any other service, or
- (iii) any carrier of the goods of the Company is the consignor or consignee of the goods.

41. No act, omission, course of leading, forbearance, delay or indulgence by the Company in enforcing any of these rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company right hereunder not shall any waiver of a breach by a Customer of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions and on their strict enforcement on its customers.

42. The construction, validity and effect of these conditions, and any agreement arising therefrom, shall be governed by the law of Zimbabwe and the Courts of Zimbabwe shall have exclusive jurisdiction in respect of any disputes or claims arising therefrom, and the Customer submits to such jurisdiction.