



Freight and Transit Company Limited (FTL)

**GENERAL TRADING CONDITIONS FOR
WAREHOUSING & STORAGE SERVICES**

1. Agreement to Terms and Conditions

It is agreed that FTL's General Trading Conditions for Warehousing and Storage Services shall govern the dealings between FTL and customer for all warehousing and storage services. It is furthermore agreed that FTL's General Trading Conditions for Warehousing and Storage Services are electronically published at <http://www.ftl.mu>, and may be amended by FTL from time to time, without notice. In the event of any conflict between these General Trading Conditions for Warehousing and Storage Services as printed herein and the electronically published General Trading Conditions for Warehousing and Storage Services, the electronically published version shall prevail. It is expressly understood that this General Trading Conditions for Warehousing and Storage Services does not cover or apply to any rights, obligations, terms or conditions of the other services that FTL has provided or may provide to the customer; and that those separate services shall be governed by their respective General Trading Conditions which are provided separately and are posted on the above referenced website.

2. Scope and contents of the services

- 2.1. FTL provides storage, warehousing administration, placing and withdrawing from storage.
- 2.2. FTL accepts goods up to a maximum of 2.5 tons per transport or storage unit/unit load. The goods shall be fit for handling by FTL's equipment. If any additional equipment is required for the service, the customer shall bear any additional costs for the special handling.
- 2.3. FTL shall not store hazardous goods.
- 2.4. FTL reserves the right to request any relevant documents and refuse any goods.

3. Offers

- 3.1. Offers shall cease to be valid if not accepted within 30 days after receipt by the customer.
- 3.2. The offer contains at the minimum the quantity and type of goods to be placed into storage, price per unit of quantity, estimated storage period.

4. Prices

- 4.1. Storage charges shall be as per above scope of work and the volume of the goods placed in storage.
- 4.2. Storage charges exclude handling/labour, crane for loading and unloading, transport, lift on/off.
- 4.3. The volume to be invoiced shall be confirmed after receipt of the goods.
- 4.4. FTL shall be entitled to give the customer 14 days' written notice of its intention to increase its charges for storing the customer's goods and such increase shall become effective on expiry of such notice period.

5. Terms of payment

- 5.1. The payment shall be done as per the agreed terms & conditions specified in the invoice.

6. Right of retention

- 6.1. FTL shall have a lien on the stored goods for the outstanding sums owed to it in respect to all business transactions with the customer.
- 6.2. In case of overdue payment exceeding 60 days, FTL shall be free, without further formalities, to sell the goods at the best obtainable price.

7. Obligations of the customer

- 7.1. Customer shall ensure that goods are not classified as dangerous.
- 7.2. In the event that the goods require special care of whatsoever nature (in particular handling and stacking), the customer shall advise FTL in writing at the time of contracting, failing which FTL shall not be in any way responsible for loss of, damage to or deterioration in the goods caused through failure to provide such special care.
- 7.3. The customer shall provide FTL with all relevant information concerning the goods for the performance of the services.
- 7.4. It shall be the sole obligation of the customer to comply with all the relevant legislation applicable for the performance of the services.
- 7.5. Customer shall disclose the approximate value of the goods sent for storage in our premises.

8. Business hours

The acceptance and handing out of goods are done during normal working days and during normal business hours unless otherwise agreed in writing by FTL.

9. Force majeure

A party shall not be deemed to be in breach of these General Trading Conditions or otherwise liable by reason of any delay in performance or non-performance of any of its obligation under these General Trading Conditions to the extent that such delay or non-performance is due to an act of God or any other cause beyond such party's reasonable control.

10. Insurance

- 10.1. All goods received by FTL are compulsorily covered by its insurance policies (up to 100% of their declared value).
- 10.2. The insurance covers the risk of mishandling, damages, theft and fire. A copy of the insurance terms and conditions shall be made available to the customer on request.
- 10.3. It is however understood that the said obligation will be interrupted with respect to goods which are covered by a marine insurance, provided that the said insurance covers all the risks mentioned under Clause 10.1.
- 10.4. FTL insurance policies shall take over the marine insurance policy when same has come to an end. In no event shall FTL be held liable towards the customer when the goods stored are covered by a marine insurance.

11. Liability

- 11.1.1. FTL shall not be liable for the safekeeping of keys and any keys retained by it shall be entirely at the risk of the customer.
- 11.1.2. FTL shall not be liable for the theft or loss of any goods from any locked container or similar conveyance under its control where the customer has left keys with FTL save and except in case of gross negligence or wilful misconduct of FTL.
- 11.1.3. FTL shall not be liable for any loss or damage or deterioration to the goods howsoever arising, unless such loss or damage is caused by their negligence. In any case, FTL shall not be liable for any indirect or consequential damages or for any other loss or damage arising through events beyond its control. It shall be the duty of the customer to ensure that any such foreseeable loss is properly covered by an adequate insurance policy at its own costs.
- 11.2. Where loss or damage occurs to stored goods, for which FTL is not liable, the customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean-up and site remediation resulting from the loss or damage to the goods.

- 11.3. Unless specifically agreed to in writing, FTL shall not be responsible for storage of the goods in a temperature or humidity controlled environment. The customer knowingly accepts that the goods will be warehoused in a non-temperature/humidity controlled environment. FTL will not be responsible for any loss or damage to the goods that result from fluctuations in temperature range or in humidity levels of the warehouse. FTL will furthermore not be responsible for losses or damages incurred to “Perishable Goods”, unless otherwise agreed in writing prior to tender of the goods for storage.
- 11.4. If FTL has resorted to the services of an Attorney-at-Law to secure payment of any sum due by the customer, the customer shall reimburse to FTL all reasonable legal costs incurred by it (including Attorney’s commissions and VAT thereon) within a period not exceeding fifteen (15) days from the day the said expenses are claimed by FTL.

12. Limitation of liability

Should FTL be held liable as per the terms of Clause 11 above, in any event, the total amount of compensation shall not exceed the amounts paid by the customer to FTL.

13. Indemnity

The customer shall indemnify and hold FTL harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which FTL pays or incurs as a result of the customer failing to fully discharge his obligation set out in Clause 7.3 hereof.

14. Governing law

These General Trading Conditions and all agreements entered into between FTL and the customer pursuant thereto and on the terms thereof shall be governed by and construed in accordance with the laws of Mauritius.

15. Dispute

Any claim or dispute arising out of or in connection with these General Trading Conditions shall be subject to the exclusive jurisdiction of the Mauritian courts.