



Freight and Transit Company Limited (FTL)

**GENERAL TRADING CONDITIONS
FOR REMOVALS**

1. Scope and contents of the services

- 1.1. FTL offers all services for relocations like packing, loading, moving, unloading, unpacking, arranging of items to be shifted.
- 1.2. Our written order confirmation shall be decisive for the scope and contents of the services which are to be provided by us.

2. Prices

- 2.1. Our prices are deemed to be in the currency specified in the quote/invoice.
- 2.2. The removal prices are deemed to be as per the specifications in the quote/invoice. The shipping costs as well as the costs of transport insurance, which is, if applicable, to be concluded after agreement with the customer, shall be borne by the customer.
- 2.3. The quotation is based on information provided by the customer. Any modification to an initial request may lead to additional charges.

3. Obligations of the customer

- 3.1. The customer has to inform FTL of a possible special handling of the goods which are to be removed in writing.
- 3.2. The customer shall provide clear written instructions as to markings of packages, bags or other units in time before the execution of the packaging and FTL shall not be liable for any losses of whatsoever nature resulting from the customer's failure to do so or for the inadequacy of markings placed on goods in accordance with or in the absence of such instructions.
- 3.3. The customer has to ensure sufficient insurance of the goods which are to be removed (e.g. transport, storage, fire insurance), irrespective of our liability insurance.
- 3.4. Dangerous Goods (as defined in the General Trading Conditions of FTL) are to be declared in writing with all necessary details. The customer shall obtain in advance FTL's specific written consent to accept these Dangerous Goods.

4. Terms of payment

- 4.1. The customer shall be required to settle invoice on a cash basis before the beginning of work, unless there is a credit agreement made prior to start of work.

5. Force majeure

- 5.1. A party shall not be deemed to be in breach of these Conditions or otherwise liable by reason of any delay in

performance or non-performance of any of its obligation under these 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.

6. Storage

- 6.1. FTL offers warehousing facilities to store goods. Such storage is subject to FTL's General Trading Conditions for Warehousing contained on the website.

7. Insurance

- 7.1. Insurance of the goods shall be mandatory. The total amount to be insured will be as per the detailed packing list provided by the customer.

8. Liability

- 8.1. 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.

9. Limitation of liability

- 9.1. Should FTL be held liable as per the terms of 8.1 above, the total amount shall not exceed the amounts paid by the customer to FTL.

10. Choosing Routes or Agents

- 10.1. Unless FTL receives express instruction in writing from the customer, FTL shall have complete freedom in choosing the means, route and procedure to be followed in the handling, packaging, storage, transportation and delivery of the goods. Advice by FTL to the customer that a particular agent has been selected with respect to the goods shall not constitute a warranty or representation by FTL that such agent will be utilised.

11. Governing law

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

12. Dispute

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