



Abiel Logistics Terms & Conditions

Interpretation

- In this shipping agreement, “we”, “our”, “us”, “The Company” and “Abiel Logistics” refer to Abiel Logistics Ventures Ltd, its subsidiary and branches.
- “The Customer”, “You” and “Your” refer to the shipper, consignee, holder and its employees, principals and agents. The shipper in this agreement is the person or entity who hand over the cargo to Abiel Logistics and who requested that the shipment be transported, and/ or any person/entity having an interest in the shipment and/or who acts as an agent of the shipper.
- “Authority” means any duly constituted legal or administrative person, which exercises jurisdiction or has authority within any nation, state, municipality, port, or airport.
- “Instructions” means a statement of the specific requirements from the Customer, an authority and/or any other person entitled to give them.
- “Person” includes an individual, corporation, or other legal entity.
- “Goods” means one or any part of the cargo and any packaging accepted from the customer including Dangerous goods and any transport unit not supplied by or on behalf of the company, in respect of which the company provides services.
- "Dangerous Goods" means cargo which is noxious, hazardous, inflammable, explosive or offensive (including radioactive materials) or may become noxious, hazardous, inflammable, explosive or offensive or radioactive or may become liable to cause damage to any person or property whatsoever whether prescribed by laws or otherwise.
- "Services" means the whole or any part of any physical, management, agency and/or business process services and/or activities of whatsoever nature undertaken by the Company in respect of the Customer and/or in relation to Goods, including but not limited to loading, packing, stuffing, transporting, carriage, unloading, unpackaging, de-stuffing, warehousing, storage and any other operations and services of whatsoever nature undertaken by or performed by the Goods and cargo management services and related documentary, customs and information technology processes.
- “Subcontractor” includes charterers and operators of vessels (other than the Company), stevedores, terminal and groupage operators, road rail and air transport operators, forwarding agents, warehousemen, and any independent contractors and agents employed by the Company in the performance of the Services and any

direct or indirect subcontractors, servants and agents thereof, whether in direct contractual privity or not.

- “Transport Unit” means any packing case, pallet, container, flat rack, platform, trailer, transportable tank or other item used for or in connection with the carriage of Goods by land, sea or air.
- “Transport Document” means a “bill of lading” (whether or not negotiable) or “waybill” or “air waybill” or similar transport document (whether issued in paper or electronic form)
- “Vehicle” means any vehicle, including, any lorry, van or car.
- “Information” means data, messages, advice, and/or information (including electronic data) in any form.
- “Information System” means any computer hardware, computer software, website, portal, communication lines and information processing technologies operated and/or used by the Company, the Customer or any third party used in connection with the Services (including any system which sends or receives information, or is otherwise used for information interchange)
- “SDR” means Special Drawing Right. The SDR shall be as define by the International Monetary Fund and the value of a SDR in relation to any claim arising hereunder shall be calculated as at the date when settlement is agreed or the date or any judgement.

Agreement to the Terms and Conditions

This Agreement is not negotiable and therefore binding on both parties once we accept your shipment. Thus, by dropping off your shipment with us or sending your shipment to us or authorizing us to pick up your shipment, you agree to all the terms and conditions herein contained. It sets forth the rights, duties and

obligations and in certain cases liabilities of parties having interest in any shipment.

You also agree and acknowledge that we reserve the right, at our sole discretion to change or modify these terms and conditions at any time. Please review these terms and conditions periodically, especially before sending your shipment, as your use of our service each time constitutes an acceptance of any modified terms and conditions.

1. Your Obligation

- Shipper warrants and undertakes that each article in the shipment is **properly and correctly described** on the shipping document, and that any export document, accepted for transport, is properly marked and addressed and packaged to protect the enclosed goods for safe transportation.
- Shipper also warrants that the **dimensions and weight** of the packages as manifested in the email correctly, and that if such information is not correct, we reserve the right to weigh and measure the shipment and apply the appropriate charges.
- You undertake that there are **no dangerous goods** in the shipment and that if there is any dangerous item as published by the Dangerous Goods Regulation from IATA, that you have stated it in the applicable shipping documents to comply with all International Air Transport Association (“IATA”) regulations or other applicable law(s) for shipment of dangerous goods.
- You agree that you are aware of our **published shipping rates and charges** at the time of dropping shipment with us, and that you are also aware that shipping rates are based on actual or dimensional weight, whichever is greater.

Dimensional weights for International Airfreight shall be calculated based on the standard formula used by the Airline.

- You agree that we may complete, correct or replace for you, the documents submitted if found to be inappropriate for the service or destination requested and at your expense.
- You agree to make **payment in advance** of shipment and agree that the shipment may be delayed or dropped totally if payment is not received 24 hours before estimated departure.

2. Our Obligation

- We will perform the services with a reasonable degree of care, skill, and judgement.

3. Undertaking against illegal use/ Fraud

- You undertake that the contents of all shipments are goods owned by you and obtained through legitimate means. You agree not to deliver any shipment to us that has a lien on it, or that is not lawfully owned by you or your partner. Anyone found guilty of this offence will be handed over to the police and imprisoned for 7 years. Read details on Abiel Logistics Fraud Prevention Policy.
- You further undertake that any use of the Service and/or Account shall be in compliance with all applicable laws in the state of origin, including all Federal, State and Local laws, as well as other applicable International law, including laws related to the transportation and export of commercial matter, which may include without limitation laws related to banking, money laundering, trade sanctions and terrorist activities.

- You agree that for any goods delivered to us for shipping, we will conduct a proper verification to confirm that the goods was genuinely purchased, you further agree that if there are inconsistencies with such purchase, your item will be immediately returned to the Seller or Sender and the cost for such return will be deducted from the shipping cost paid by you. If there is an outstanding balance, you agree to make such claim at Abiel Logistics Lagos office with evidence of genuine invoice, receipt of purchase and valid identity card.
 - You agree that goods delivered to us, later discovered to have been obtained through fraudulent or other unlawful or inappropriate means or in violation of this clause may result in the forfeiture, return to seller/merchant, or destruction of shipment, along with notification to the police and/or appropriate government authorities either in the country of departure or destination, and that such goods may only be released to you upon a written authorization from the government agency.
- ## 4. Responsibility for Payment
- You will always be primarily responsible for all charges, including transportation charge, possible surcharges, customs charges, duties and any other government imposed taxes, levies, fines and fees and our lawyers' fees and other legal costs related to shipment, storage, handling, re-consignment, return of freight to shipper, disposition or other costs which we may incur by reason of your violation of this agreement or any of your default, default from the consignee or their agents. You agree to make all such payments including in circumstances where the consignee ought to but refuses to pay.

- You agree that we have a **lien** on any goods shipped where there is a failure to pay for charges under this agreement and therefore may refuse to surrender possession of the goods until such charges are paid.
- Where you require us to pick up your item from any manufacturer or location, it is your responsibility to ensure the weight/dimensions provided at the time of pick up request are as accurate as possible. If you provide us with an inaccurate weight/dimensions, an email will be sent to you with an attached invoice detailing the actual weight and additional charges incurred and you agree to pay for all such charges before shipping your item or as soon as items are delivered to you.
- In circumstances where the seller or shipper of your item is unavailable during business hours when pick up is attempted, an additional charge may be made at ruling rates for each pick-up attempt until the pickup is accomplished. An email will be sent detailing this charge to you and you agree to pay for all such charge.
- Any shipment/package not picked up after 2 days of delivery to any of our offices or partner locations worldwide shall be subjected to a US\$0.50 / kg warehousing fee per day (where we opt to warehouse same), in addition to the late payment charge.
- The customs duty and tax payable by Shipper via the courier service is generally determined by the type of goods, their transactional value and the weight of the package.
- In some circumstances, we cannot anticipate fully what these charges will be as custom policies vary widely. Also, the duty charge payable may be

subject to change by customs at any time and without notice. Hence, you agree that if the charge originally contemplated are so changed, we shall be entitled to charge an increase in the price for the duty charge. Any such additional charge shall be paid by you prior to the release of your shipment.

- Abiel Logistics shall have a lien on the shipment for all sums due it relating to the shipment or any other amounts owed by the Customer.
- **A change in the delivery destination** of a shipment that has departed the country of origin will attract a shipment modification fee. This is in addition to any other extra charge required to ship the package or packages to its new destination.
- using only the **approved payment method** for your locations and agreed not to use any fraudulent method to pay for your shipment. When we detect a potential fraudulent payment, we reserve the right to hold such shipments for up to 30 days until we have been able to fully verify the authenticity of such payment.

5. **Items Not Acceptable for Transportation**

- We **do not ship cash** or equivalent (including but not limited to cash, coin, negotiable instruments that are equivalent to cash such as traveler's checks, money orders, etc.), originals of all forms of certificates (including educational/training certificates, share certificates, or any other forms of original certificates). We exclude all liability for shipment of such items accepted by mistake.

6. **Inspection of Goods**

- Shipments are **subject to inspection** by government authorities or by us. Inspection shall be in accordance with laid down security controls and

procedure as provided by government authorities and/ or carriers. However, we are not obligated to perform such inspection. You agree that we incur no liability for failing to carry out any inspection on your shipment.

- Copies of all relevant shipping documents showing the cargo's consignee, consignor, description and other relevant data will be **inspected and retained** on file until the cargo completes its air transportation and shall be retained for record purposes for as long as required by government authorities. We incur no liability for retaining the documents for the said and similar reasons.

7. **Cargo Insurance**

- We shall not provide any cargo insurance solution to the Shipper unless it agrees to do so in writing, in which case we shall not be under any obligation to effect a separate insurance on the goods but may declare it on any open or general policy.
- If the Shipper requests a separate insurance on the goods and we agrees in writing to affect such separate insurance this will lead to the formation of a separate contract of insurance between the shipper and insurance underwriters which is subject to the conditions and exceptions incorporated into such policy, Insofar as the we acts solely as agent for the shipper.
- We are not liable for any acts, omissions, or decisions of the insurance underwriters of any open or general policy or separate contract of insurance whatsoever, and should the insurance underwriters dispute liability to settle a claim for any reason whatsoever, we shall not have any recourse against us.

8. **Liabilities Not Assumed**

Except insofar as otherwise provided by these conditions, we shall not be liable for any loss or damage whatsoever arising from:

- The act or omission of the shipper or any person (other than us) acting on their behalf.
- Compliance with any instructions given to us.
- Insufficiency of the packing or labelling of the shipment except where such service has been provided by the shipper.
- Handling, loading, stowage or unloading of the shipment by the shipper or any person (other than us) acting on their behalf.
- Inherent vice of the shipment
- Riots, civil commotion, strikes, lockouts, stoppage or restraint of labour from whatsoever cause.
- Act of war or terrorism
- Fire, flood or storm
- The breakdown of, accident to, failure or interruption of or reduction in the mains electrical supply to us and/or agent; or
- Any cause, which we could not avoid, and the consequence whereof it could not prevent by the exercise of reasonable diligence.

9. **Export Control and Customs Clearance**

- By giving us your shipment, you hereby appoint us your agent for the performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance.

- You are responsible for and warrant your **compliance with all applicable laws**, rules and regulations, including but not limited to customs laws; import, export, and re-export laws, and governmental regulations in respect of your shipment in any country where the same may pass. You agree to furnish such information and documents as are necessary to comply with such laws, rules and regulations.
- You also undertake that you have all permits, clearances, health certificates or any other required government **clearance documents** needed for your goods to enter the country of destination, or any country through which the goods may pass on its journey to the final destination. Such documents you agree to provide within 24 hours of request by us. You agree that when you do not have the required clearance documents, any extra charge incurred to get your goods released or arrive its destination, will be borne by you; and that such goods will not be released to you until such extra payment is made in full.
- We assume no liability to you or any other person for any loss or expenses due to failure to comply with any documentation with customs or other government Agencies.

10. Delivery of Shipment

- The consignee must note at the **point of delivery**, on the delivery receipt, damage (if any), to the contents of the shipment, shortage in the shipment or any other complaint. Such notations as "subject to inspection" and "subject to recount" are not exceptions. Any complaint not registered at the point of delivery shall be deemed waived.

- You agree that in shipping your item, while we take all necessary steps within our power to ensure timely delivery, "**time of delivery is not of the essence**", and it is agreed that no time is fixed for the completion of carriage and that we do not guarantee pick-ups, transportation or delivery on a special date or time, and shall not be liable for a failure to do so or consequences of the same.
- For convenience, we show estimated delivery time frames on our quote page and on your invoice and we use our best efforts to deliver on or before these estimated dates. You nevertheless agree that these dates are estimates and we do not guarantee delivery by them as time is not of essence in the delivery of your shipment.
- You also agree that transportation of the shipment is subject to availability of space and necessary logistics. We shall have the right to substitute carriers or other means of transportation; and to select the routing or to deviate from that represented if circumstances necessitate or it became reasonable to do so.
- You agree to elect two persons either of whom may accept shipment/delivery on your behalf and further agree that shipment accepted by either of these persons will be deemed to have been accepted by you and if accepted without noting any damage, or loss on the delivery record, such shipment shall be deemed to have been delivered in good condition and no claim shall be made thereon.

11. Claims

- We shall be discharged of all liability unless:
- Notice of any claim is received in writing by the shipper or its authorized agent within fourteen 14

days after the date delivery, except where the shipper can show that it was impossible to comply with this time limit and that the claim has been made as soon as it was reasonably possible for the shipper to do so, and

- Suit is brought in the proper forum and written notice thereof received by the shipper within 9 months after the date of delivery.

12. Services as agent

Where and to the extent that we acts as an agent, it has the express authority of us to:

- Enter into contracts with third parties on the shippers behalf as may be necessary or desirable to fulfil our instructions, whether such contracts are subject to the trading conditions of such third parties, or otherwise, including any bill of lading issued by such third parties and we will sign such contract for and on behalf of the shipper as agent only; and
- Do such acts so as to bind us by such contracts.
- Where and to the extent that we acts as an agent, it acts solely on behalf of the shipper in securing the contracts with the third parties, so that direct contractual relationships are between us and such third parties; and
- It shall not be liable for the acts and omissions of such third parties.

13. Services as principal

- Where and to the extent that we contracts as principal, we shall have the full liberty to perform the Services itself or to subcontract on any terms whatsoever the whole or any part of the services to

any Subcontractors or any member of Abiel Logistics.

- Unless agreed otherwise in writing, where and to the extent that we contracts as principal, we shall be entitled, with or without notice to the shipper, to perform any Services itself and/or enter into contracts:
 - (a) For the carriage of Shipments (and the provision of any other Services) by any route, means or person;
 - (b) For the carriage of Shipments of any description whether containerized or not or under the deck of any vessel;
 - (c) For the storage, packing, transshipment, stuffing, consolidation, deconsolidation, loading, unloading or handling of Shipment by any person at any place whether on shore or afloat and for any length of time; and
 - (d) For the carriage of Shipment in Transportation Units or with other goods of whatever nature; and to do such acts as in the opinion of us may be necessary or incidental to the performance of our obligations.

14. Legal Capacity

1. All Services are provided by us as agent, except in the following circumstances where we acts as a principal:
 - (a) To the extent that we expressly agrees in writing to acts as principal;
 - (b) Where we performs any of the Services but only to the extent that such Services are performed by us or our representative and the

- Shipments are in the actual custody or control of us or our representatives.
- (c) Where a Transport Document is issued in respect of any element of the services, which provides that we contracts as carrier; or
 - (d) Where we are held by a court of competent jurisdiction to have acted as principal.
2. Without prejudice to the generality of clause 1
- a) The charging of any fixed charges for any services shall not in itself determine or be evidence that we are acting as an agent or a principal in respect of such services.
 - b) We act as an agent where we procures a transport document between a person, other than us, and the shipper, including where the transport document provides that a member of Abiel Logistics contracts as carrier; and
 - c) We acts in the name of and on behalf of the shipper, and never as a principal, when dealing with Authorities on behalf of the shipper in relation to customs requirements, taxes, licenses, consular documents, certificates of origin, inspection certificate, documentation management, and other similar services.

15. Information and Information System

- 1) Information, in whatever form or manner it may be given, is provided by the Company:
 - a) In good faith, but is not held out to be, nor to be taken as guaranteed, complete, accurate or timely, and no warranty, representation or undertaking whatsoever is given in respect of any information;

- b) For the customer only, and the Customer shall defend, indemnify and hold harmless the Company for any liability, loss, damage, cost or expense arising out of any other Person relying on such information.
- 2) Information Systems and Electronic Data Interchange
- a) The Customer and the Company may co-operate in the exchange of information via their respective Information Systems and may enter into separate written agreements regarding such co-operation. The provision of such separate agreements shall be paramount in so far as such provisions are inconsistent with these Conditions.
 - b) Unless otherwise expressly agreed in writing, the Company shall not be liable for any loss, damage, cost or expense arising out of or in connection with the Company:
 - I. Entering or sending incorrect information (or failing to enter or send Information) to the Customers or any third party's Information System;
 - II. Damaging, corrupting, losing or disclosing Customers or any third-party Information or Information System; or
 - III. Using the Customers or a third party's Information System that is defective or malfunctioning.
 - c) Except as set out in these Conditions, the Company shall have no liability whatsoever in respect of any Information System or Information howsoever arising. Any

representation, statement, warranty or other undertaking whether made orally or written elsewhere made in respect of any Information System or Information and which is not fully reflected in these Conditions is hereby excluded (including where such representations or statements were made negligently); provided always that this clause shall not exclude or limit any liability or any right which any party may have in respect of precontractual statements made or given fraudulently. All conditions, warranties of other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

16. Quotations and charges

1) Unless otherwise stated by the Company, quotations or indication of charges given by or on behalf of the Company ("Quotation") are:

- Subject to these Conditions and any specific reservations or conditions contained or referred to in the Quotation;
- Provide for information purpose only and are not binding on the Company unless the Company agrees in writing to perform the Services at the specific rate or amount set forth in the Quotation;
- Subject to the right of withdrawal or revision without notice; and
- Subject to the requirement for publishing and/or filling in accordance with any law, statute, or regulation.

2)

- The Customer shall pay to the Company, in cash or as otherwise agreed, all charges immediately when due, in the currency of the Company's option, without deduction or deferment on account of any claim, counterclaim or set-off.
- When the Company is instructed to collect Charges from any Person other than the Customer, the Customer shall be responsible for the same on receipt of evidence of demand and non payment by such other person when due.
- Charges are payable based on particulars furnished by the Customer. If such particulars are incorrect, the Customer shall be liable for the correct Charges, and any expenses incurred in connection with such correction, including examining, weighing, measuring or valuing the Goods.
- On all Charges overdue to the Company, the Company shall be entitled to interest due on any outstanding sum at the rate advised by the Company, or if no such rate is advised, at the annual rate of 3 (three) per cent above the minimum lending rate set by the national or central bank, as applicable, of the country or territory of the relevant currency for any period after each amount had become overdue, plus reasonable attorney fees and expenses incurred in collecting any sums due.
- Payment of charges to any party other than the Company, shall not be deemed payment to the Company, and shall be made at the Customers own risk.

- No credit is granted to the Customer unless expressly agreed in writing by the Company. Where credit is granted to the Customer under this clause and the credit terms are breached by the Customer, such credit shall immediately be withdrawn.
- The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remuneration customarily retained by or paid to service providers or freight forwarders.

17. Receipt

- Where Goods, Transport Units or Vehicles are to be delivered to the Company's or a Subcontractors premises, they are not received by the Company until the person delivering them has reported to the Company's or Subcontractors reception office or area and the Company or Subcontractor has expressly agreed to receive the Goods, Transport Units or Vehicles.
- The Company or Subcontractor may refuse to receive or unload the Goods, Transport Units or Vehicles at its discretion where it has reasonable cause to do so, including where the Company or Subcontractor is not satisfied that arrangements have been or will be made for the removal of such Goods, Transport Unit or Vehicle.

18. General Average and Salvage

- The Customer shall defend, indemnify and hold harmless the Company in respect of any claims for General Average or salvage contribution that may be made on the Company, irrespective of whether the Charges are prepaid or not. The Customer shall provide such security as may be required by the Company for General Average or salvage contributions promptly and in a form acceptable to the Company.

19. Jurisdiction and governing law

- These Conditions, and all non-contractual matters associated with, arising out of or connected with them, shall be governed by and interpreted in accordance with English law and the parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with these Conditions and all non-contractual matters associated with, arising out of or connected with them, save that the Company retains the right to bring proceedings against the Customer in any other court of competent jurisdiction.

20. General indemnities

- a) The Customer shall defend, indemnify and hold harmless the Company, the Subcontractors and the members of the Abiel Logistics against all liabilities, losses, damages, costs (including the costs of investigating and defending any claims), expenses, awards and fines of whatever nature and howsoever assumed, invoked or suffered arising from or out of;

- I. The nature of the Goods, unless caused by the Company's negligence;
- II. The Company acting in accordance with the Customers instructions;
- III. Any breach of any of the warranties or undertakings given or obligations undertaken by the Customer under these Condition;
- IV. The negligence of the Customer;
- V. Any duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any Authority in respect of the Goods and/or Transport Unit, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by the Company in connection therewith, unless caused by the Companys negligence;
- VI. The Company incurring any liability in excess of its liability under the provisions of these Conditions regardless of whether such liability arises from, or in connection with a breach of contract, negligence, willful misconduct or breach of duty by the Company, agents, servants or subcontractors;
- VII. The Customer undertakes that no claim shall be made against any Subcontractor, agent, employees or servants of the Company nor any other member of the Abiel Logistics which imposes or attempts to impose upon any of them any liability

whatsoever in connection with the services and/or the Goods, and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof including any costs incurred by the Company therefrom.

- VIII. Without prejudice to the forgoing, all such Subcontractors and all members of the Abiel Logistics, together with all their respective Subcontractors, employees, directors, officers and agents ("Relevant Third Parties") shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into a contract for services, the Company does so (to the extent of such provisions) not only on its own behalf, but also as agent and trustee for Relevant Third Parties.

1. Procurement Service

This service enables us to procure items on your behalf direct from USA, EUROPE, UAE and many other stores and retailers. Please note the following for all Procurement orders:

- i.No extra charge irrespective of the type of items, after final invoice has been accepted by you.
- ii.You agree that you are fully aware and have made **full enquiry** on the necessary and material details relating to the item you have asked us to procure, and that you agree that our role is merely to make payment on your behalf and deliver the items to your doorsteps.

iii. You also agree and are aware that procured items are shipped as received from your selected retailer, and that we have no obligation to open, test or verify for any latent **defect** in item but may take reasonably necessary steps to spot out patent damage before shipping.

iv. You also agree that you are fully aware of the store's **return policy** for defective items as well as the time limit for return of such items, and that failure to return any such item within the relevant period is at your risk.

v. You agree that you have verified the **authenticity of the stores/site** from which you want us assist you procure an item, and you agree to fully indemnify and hold us harmless against any loss or damage that may arise from purchases through a fraudulent site or store; that we reserve the right to refuse to purchase items from any store for any reason, and we do not purchase items from stores that require us to bid, except where such items have a "buy now" price that supersedes the need to bid against other customers.

vi. You also agree that **custody** of your items remains with the store/site until items are delivered to our warehouse and signed for by one of our warehouse employees. You agree that we are not liable for the cost of items paid for but not delivered due to reasons such as a fraudulent store, or inability of the courier company to deliver it to the right location. In cases where items paid for are not delivered, you agree that you will be refunded only after the store refunds us for the cost of the items, and all processing fee incurred have been deducted.

vii. You agree that we have up to 96 hours after payment is made to place the order with the store for Procurement orders that are not marked as urgent and for which an urgency processing fee was not paid. You agree that once your order is placed, we are not responsible for any delays in shipping the product from the

store and that shipping time is based on your selected preference or on the terms and conditions of the store. Urgent orders must be specifically made. In this wise, the order will be placed within 36 hours provided an Urgency (Processing) Fee accompanied the order.

viii. You agree that you are aware that **delivery of items through our Procurement service** after all items in your order have reached our warehouse is subject to the same terms and conditions as our normal shipments. You are aware that our role in the Procurement process is limited to making payment on your behalf and instructing the store to deliver the item to our selected warehouse address location. Thereafter, the Procurement and Shipping rules as contained in this Terms and Conditions shall apply. You also agree that we have up to 15 working days for the delivery of all goods using our Procurement service if items are to be air freighted; that where we are not able to deliver such goods for reasons beyond our control, all costs incurred by us will be paid by you.

ix. You agree that you have checked your store of choice and verified that the items you need are available with them and that they can deliver after we make the purchase on your behalf. You also agree that where we have placed an order within the stipulated time frame and are notified by the store that items ordered are **not in stock**, and hence the store cannot deliver, that you are liable to still pay us the processing fees for our effort or \$20 minimum as we would have already incurred costs and expenses like wire transfer charges etc in placing the order. Refund after notification will be made within 7 business days after we receive the refund from your chosen store.

x. You agree and are aware that once you have placed an order, we immediately begin to place the order on your behalf with the store, and any cancellation will lead to us incurring losses most times. Hence all urgent purchases must be cancelled within 1 hour of been placed, and all standard orders cancelled within 12

hours of payment been made. If you cancel outside of these times, you agree to still pay us our full processing fee. You will be credited all other costs 48 to 72 hours after the funds are released by the store and paid back to us.

xi. For items that require us to carry out an **inspection** such as cars, trucks, power bikes, heavy machinery etc, you agree to pay us \$100 for inspecting any such item, if located within 30 miles of our warehouse location address and \$200 if located outside 30 miles. While this is a feasible charge, some items may require that we hire a professional inspector, which may therein necessitate an increased cost for their services, in that case, you agree to pay the inspector's cost plus a 20% processing fee or the sum \$20 whichever is higher. You are aware that this applies whether or not the item is eventually purchased and that the same is separate from processing and other fees.

xii. You also agree that items procured through this service and shipped to you via sea will be delivered according to the delivery time frame for sea shipment, and not within 15 working days delivery time for air shipments.

xiii. Shipment is on the condition that full payment **MUST** be made. If after 14 days, payment is not made for final shipping of your items, we reserve the right to sell, destroy or otherwise dispose of such packages without incurring any liability whatsoever to you or any other party.

xiv. You agree that we may terminate your account at any time without being liable to you or any third party where you fail to abide by these Terms and Conditions.

1. Termination

- You agree that we may terminate these Terms and Conditions for good cause at any time and without

notice. Good cause shall include, but is not limited to:

i. Your use of the Account for illegal, obscene, or fraudulent purposes or for any purpose prohibited by us, the respective warehouse location, or other regulations;

ii. Your failure to pay monies owed to us when due; and

iii. Your violation of any provision of these Terms and Conditions or any provision of any related operating rules and policies that are published by us on Abiel Logistics website.

- You acknowledge that, for the purpose of determining good cause for termination of these Terms and Conditions as provided herein, the actions of any person authorized by you to use your Account or the Service will be attributed to you.

1. Applicable Law and Jurisdiction

- These Terms and Conditions shall be interpreted and governed by the laws in force of the applicable country/state Procurement.

1. Dispute Resolution

- Any controversy, claim or dispute arising out of or in connection to these Terms and Conditions will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in the applicable country.

1. Miscellaneous

i. This Agreement supersedes any oral agreement, promise, representation or understanding between parties with respect to shipment.

ii. In so far as any provisions contained in this agreement may be contrary to any applicable international treaties, laws, government regulations, orders, or requirements, such provisions shall remain valid and binding as part of our shipping agreement.

iii. Headings are inserted for convenience only and shall not affect the interpretation of the Agreement.

iv. The invalidity or unenforceability of any provisions or clause shall not affect other provision(s) in this agreement.

v. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.