

CHINAFRIKA LOGISTICS LIMITED

Terms and Conditions Governing the ChinAfrika Logistics Limited Bill of Lading

Large-print version — for the standard print layout, see the reverse of the original Bill of Lading

Notice: This document presents a large-print version of the Terms and Conditions for ease of reading. In the event of any discrepancy or conflict between this version and the Terms and Conditions printed on the reverse of the original Bill of Lading, the Terms and Conditions printed on the original Bill of Lading shall prevail and take precedence.

Definitions

- **"Carrier"** means ChinAfrika Logistics Limited (CALL), acting as a Non-Vessel Operating Common Carrier (NVOCC) issuing this Bill of Lading and named on the face of it, assuming carrier liability for the performance of the transport contract.
- **"Merchant"** means and jointly includes the Shipper, the Consignor, the Consignee, the Holder of this Bill of Lading, the Receiver, and the Owner of the Goods.
- **"Consignor"** means the person or entity who concludes the transport contract with the Carrier.
- **"Consignee"** means the person or entity entitled to receive the goods from the Carrier at destination.
- **"Shipper"** means the person or entity who tenders the Goods for carriage, provides shipment instructions, arranges carriage with the Carrier, and is responsible for the accuracy of cargo declarations, packing information, and freight obligations under this Bill of Lading.
- **"Taken in charge"** means that the goods have been handed over to and accepted for carriage by the Carrier at the place of receipt evidenced on the face of this Bill of Lading.
- **"Goods"** means any property tendered for carriage, including raw materials and commercial cargo, as well as containers, pallets, or similar articles of transport or packaging not supplied by the Carrier. Live animals are explicitly excluded and not deemed Goods under this contract.

1. Applicability

These conditions shall apply from the place at which the goods are taken in charge to the place of delivery designated on this Bill of Lading, irrespective of whether the transport is performed by one or multiple modes of transport. For multimodal transport, sea carriage provisions shall govern maritime segments, while applicable PRC law and local destination law shall govern inland/on-carriage segments. The Carrier does not accept live animals for carriage under this Bill of Lading.

2. Issuance of this Bill of Lading

2.1. By issuance of this Bill of Lading, the Carrier: (a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this Bill of Lading; (b) assumes liability as carrier as set out in these conditions and mandatory PRC law.

2.2. The Carrier shall be responsible for the acts and omissions of his servants, agents, performing carriers, or other persons of whose services he makes use for the performance of the contract, as if such acts and omissions were his own.

3. Negotiability and Title to the Goods

3.1. This Bill of Lading is issued in a negotiable form unless marked "non-negotiable" or "Sea Waybill". It constitutes document of title to the goods, and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or transfer the goods herein mentioned. References to this Bill of Lading shall include equivalent electronic transport records issued by or on behalf of the Carrier, where permitted under applicable law.

3.2. The information on this Bill of Lading shall be prima facie evidence of the taking in charge of the goods by the Carrier. Remarks such as "shipper's weight, load and count" or "shipper-packed container" exclude Carrier liability for stuffing inaccuracies. Contrary proof is inadmissible once this Bill of Lading is transferred to a third-party Consignee acting in good faith.

4. Dangerous Goods and Indemnity

4.1. The Merchant shall comply with rules which are mandatory according to national law or international conventions (IMDG Code) relating to the carriage of dangerous goods, and shall inform the Carrier in writing of the exact nature of the danger, hazard class, and chemical properties before goods are taken in charge.

4.2. If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the goods, they may at any time or place be unloaded, abandoned, destroyed, or rendered harmless without compensation. The Merchant shall fully indemnify the Carrier against all loss, damage, legal fines, liabilities, or salvage expenses arising therefrom.

4.3. If any goods become an immediate danger to life, property, or port safety, they may in like manner be destroyed or rendered harmless at the Merchant's sole cost and liability.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor warrants the absolute accuracy of the marks, numbers, weight, volume, quantity, and customs declarations of the goods as furnished for insertion into this Bill of Lading. The Consignor shall indemnify the Carrier against all loss, damage, and expense resulting from any inaccuracy, even if this Bill of Lading has been transferred to a third party.

5.2. The Carrier shall not be liable for any damage or loss caused by defective or insufficient packing of goods or by inadequate loading or packing within containers when such stuffing has been performed by the Merchant. The Merchant shall indemnify the Carrier against all liabilities and port storage fees resulting from container structural failures caused by improper weight distribution or overloading inside merchant-stuffed containers.

6. Carrier's Liability

6.1. The responsibility of the Carrier covers the period from the time the Carrier has taken the goods in his charge to the time of their delivery.

6.2. The Carrier shall be liable for loss of or damage to the goods while in his charge, unless the Carrier proves that no fault or neglect of his own, his servants, or his agents contributed to the loss.

6.3. Vessel arrival times and transit schedules are estimates only and are not guaranteed by the Carrier. The Carrier shall be liable for delivery delay losses caused by the Carrier's fault or negligence in accordance with the Maritime Code of the PRC.

6.4. If the goods have not been delivered within sixty (60) consecutive days following the agreed or reasonable estimated delivery date, the claimant may treat the goods as lost, consistent with PRC maritime law.

6.5. Notwithstanding standard carrier liability, the Carrier shall not be liable for loss, damage, or delay during carriage by sea when caused by: (a) act, neglect, or default of the master, mariner, pilot, or the servants of the performing carrier in the navigation or management of the ship; (b) fire, unless caused by the actual fault or privity of the carrier.

7. Paramount Clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract. In the event of conflict, mandatory provisions of the Maritime Code of the People's Republic of China shall prevail.

7.2. The Hague Rules (Brussels 1924) or, in those countries where they are in force, the Hague-Visby Rules (Brussels 1968), as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and inland waterways on a supplementary basis only.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable by law.

8. Limitation of Carrier's Liability

8.1. Compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered or should have been delivered.

8.2. The value of the goods shall be determined according to the market price at the place and time of delivery for goods of the same name and quality; where such market price cannot be determined, the value shall be calculated on the basis of the value of the goods at shipment plus insurance and freight.

8.3. Subject to the provisions of COGSA and the PRC Maritime Code, liability shall be limited to the equivalent of 666.67 SDR per package/unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless a higher cargo value has been declared by the Shipper, accepted by the Carrier, and an ad valorem freight rate has been paid in full.

8.4. Under COGSA, where applicable, the Carrier's liability shall not exceed US\$ 500 per package or customary freight unit.

8.5. Liability for proven delay loss caused by the Carrier's fault shall be capped at the total freight amount for the delayed shipment, in accordance with the PRC Maritime Code.

9. Applicability to Actions in Tort

These conditions apply to all claims against the Carrier relating to the performance of the contract, whether the claim be founded in contract or in tort.

10. Liability of Servants and Other Persons

10.1. These conditions apply whenever claims relating to the performance of the contract are made against any servant, agent, sub-contractor, or independent contractor of the Carrier, and the aggregate liability shall not exceed the limits in Clause 8.

10.2. In entering into this contract, the Carrier acts on his own behalf and as agent or trustee for such servants, agents, and sub-contractors.

11. Method and Route of Transportation

Without notice to the Merchant, the Carrier has the liberty to carry the goods on or under deck, and to choose or substitute the vessels, routes, transshipment ports, and procedures to complete the transportation, provided such actions do not constitute gross negligence or willful misconduct.

12. Delivery, Demurrage, and Unclaimed Cargo

12.1. Goods shall be deemed to be delivered when they have been placed at the disposal of the Consignee or handed over to any port, terminal, or customs authority pursuant to local regulations.

12.2. If the Consignee fails to take delivery of the cargo within applicable local statutory time limits (including ninety (90) days in Douala, Cameroon, twenty-one (21) days in Mombasa, Kenya, or other locally mandated periods), or within sixty (60) days where PRC law applies, the Carrier shall be entitled to unpack containers and store the cargo at the sole risk and expense of the Merchant.

12.3. For shipments subject to PRC law, the Carrier shall follow PRC judicial auction procedure before any disposal of unclaimed cargo and shall not conduct private sale or destruction. For African destination ports, cargo disposal shall follow local customs and port authority regulations, with reasonable notice to the Merchant, to be given without delay where feasible. The Merchant shall remain liable for all storage and disposal costs and any resulting financial deficit.

13. Freight and Charges (No Set-Off)

13.1. Freight shall be paid in full in cash, without any reduction, deferment, or set-off on account of any alleged cargo damage or counterclaim. Freight is considered earned by the Carrier at the moment of cargo handover at origin and is non-refundable under any circumstances.

13.2. The Shipper, Consignor, and Consignee remain jointly and severally liable to the Carrier for the payment of all freight, demurrage, local terminal fees, and customs duties. The Consignee and any Receiver shall be deemed to have accepted and agreed to be bound by all

the terms of this Bill of Lading, including this payment obligation, upon taking delivery of the goods or upon presenting this Bill of Lading to the Carrier. Releasing the Bill of Lading does not constitute a waiver of the Carrier's right to recover unpaid fees from any of the parties.

14. Lien

The Carrier shall have a statutory maritime lien on the subject cargo and related shipping documents for all unpaid freight, demurrage, terminal storage fees, and customs duties arising out of this specific carriage contract. The Carrier may enforce such lien in accordance with PRC maritime law and applicable local port rules. No general lien for historical or unrelated debts shall apply.

15. General Average

The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him, and shall provide such security, standard G/A bonds, or cash deposits as may be required by the Carrier in this connection prior to cargo release.

16. Notice of Claim

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Carrier when the goods are delivered, such delivery is prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

16.2. Where the damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within seven (7) consecutive days after the day when the goods were delivered.

17. Time Bar / Limitation Period

All claims, lawsuits, or arbitration proceedings against the Carrier arising out of or connected to this carriage contract shall be subject to the mandatory one (1) year limitation period stipulated under the Maritime Code of the People's Republic of China, commencing from the date of cargo delivery or the date cargo should have been delivered.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid under any applicable national law, the validity of the remaining clauses or parts thereof shall remain unaffected and shall continue in full force.

19. Governing Law and Resolution Jurisdiction

19.1. These Conditions and the contract of carriage shall be governed exclusively by the laws of the People's Republic of China. Any conflicting contractual or convention provisions shall be superseded by mandatory PRC law.

19.2. Any dispute, controversy, or claim arising out of or relating to this Bill of Lading shall be referred to and finally resolved by arbitration administered by the Shanghai International Arbitration Center (SHIAC) in accordance with its Arbitration Rules in force at the time of filing. The seat of arbitration shall be Shanghai, China. The language of the arbitration shall be English.

20. Force Majeure

The Carrier shall not be liable for any loss, damage, delay, or non-performance of its obligations under this contract arising from force majeure events, including but not limited to: natural disasters, war, terrorism, piracy, port strikes, port closures, governmental embargoes, customs restrictions, vessel diversion, or epidemic control measures beyond the Carrier's reasonable control. The burden of proving the existence of a force majeure event and that the loss or delay was caused thereby shall remain on the Carrier, in accordance with mandatory applicable law. The Merchant shall bear all resulting risks and costs to the extent that the Carrier is not at fault.