

EGYPTIAN INTERNATIONAL FREIGHT FORWARDER ASSOCIATION (EIFFA) STANDARD TRADING CONDITIONS

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME BEING CLAUSES 6, 8, 10- 12 INCLUSIVE, 16-18 INCLUSIVE, AND 22-25 INCLUSIVE

Insurance may only be effected by the Company under clause 9(A) if so authorised by the Financial Services Authority or its successor

All headings are indicative and do not form part of these conditions

**DEFINITIONS AND APPLICATION**

1 In these conditions the following words shall have the following meanings:-

- "Company": the EIFFA member trading under these conditions.  
"Consignee": the Person to whom the goods are consigned.  
"Customer": any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.
- "Goods": the cargo to which any business under these conditions relates  
"Person": natural person(s) or any body or bodies corporate.  
"SDRs" : are Special Drawing Rights as defined by the International Monetary Fund  
"Transport Unit": packing case, pallets, container, trailer, tanker, or any other device used  
Whatsoever for and in connection with the carriage of Goods by land, sea Or air.  
"Owner": the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them.

2(A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.

(B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

**THE COMPANY**

4(A) Subject to clauses 9 and 10 below, the Company provides the services as an agent.

- (B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.
- 5(A) The Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfill the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.
- (B) The Company shall have full liberty to perform the services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.
- 6(A) Subject to sub-clause (B) below,  
the Company:
- (i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges and guard fees shall continue to accrue on any Goods detained under lien;
  - (ii) shall be entitled, on at least 28 days notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;
  - (iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.
- (B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.
- 7 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.
- 8(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

- (B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-
- (i) after at least 28 days notice in writing to the Customer, or (where the Customer or the Consignee cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and
  - (ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.
- 9(A) No insurance will be effected except upon express instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to affect a separate insurance on the goods, but may declare it on any open or general policy held by the Company.
- (B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 24(A) (ii) of these conditions shall not apply to the Company's obligations under clause 9.
- 10(A) Except under special arrangements previously made in writing by an officer of the Company so authorized, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to , against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.
- (B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.
- (C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 24(A) (ii) of these conditions.
- 11 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.
- 12 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, packing, stowing, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, pets, plants, machines. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under

such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

- 13 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbor or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.
- 14 Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorized as referred to in clause 24(D).

#### THE CUSTOMER

- 15 The Customer warrants:
- (A) (i) that the description and particulars of any Goods or information furnished, or services required, by or on behalf of the Customer are full and accurate, and
  - (ii) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose, and
  - (B) that all Goods have been properly and sufficiently prepared, packed, stowed, labeled and/or marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.
  - (C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon, and
  - (D) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.
- 16 Without prejudice to any rights under clause 13, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbor or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.
- 17 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.

- 18 The Customer shall save harmless and keep the Company indemnified from and against:-
- (A) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer, and
  - (B) Without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party, and
  - (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents, and
  - (D) any claims of a general average nature which may be made on the Company.
- 19 (A) the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off.
- (B) The Late Payment of Commercial Debts (Interest), shall apply to all sums due from the Customer
- 20 Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

#### LIABILITY AND LIMITATION

The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

- 25.(A) The Company shall be relieved of liability for its contractual obligations and any loss or damage if and to the extent that such loss or damage is caused by:-
- (i) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
  - (ii) Any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
- (B) The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions,
26. Except under special arrangements previously made in writing by an officer of the Company so authorized, the Company accepts no responsibility for departure or arrival dates of Goods.
- 27.(A) Subject to Clauses 2(B) and 27 (A) and (B) above and Sub-Clause (D) below, the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
- (i) in the case of claims for loss or damage to Goods
  - (a) the replacement value of any Goods lost or damaged, or

- (b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as SDR's), per kilo of gross weight of any Goods lost or damaged, whichever shall be the least
- (ii) in the case of all other claims
- (a) the replacement value of the Goods that are the subject of the relevant transaction between the Company and Customer,
- (b) a sum at the rate of two SDR's per kilo of the gross weight of the Goods that are the subject of the said transaction, or
- (c) 75,000 SDR's in respect of any one transaction, whichever shall be the least.

For the purposes of Clause 29(A) the value of the Goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.

- (B) Subject to Clauses 2(B) and 25 (A) and (B) above and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of Goods in a reasonable time or (where there is a special arrangement under Clause 26) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.
- (C) Notwithstanding any of the provisions of these Conditions except Sub-Clause (F) below the Company shall not in any circumstances whatsoever have liability to the Customer for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation, third party claims for pure economic loss (in each case whether direct or indirect) or for any other indirect or consequential loss howsoever caused, including due to the Company's negligence.
- (D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (A) and (B) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
- (E) Notwithstanding any of the provisions of these Conditions, the Company's liability, if any, for any claim arising from customs brokerage services howsoever arising (in each case whether caused by negligence or otherwise) shall be limited to USD 50 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less. The maximum annual aggregate liability of Company to Customer for custom brokerage services in contract, tort (including negligence) or otherwise, shall not exceed 25 (twenty five) per cent of the total custom services charges paid to Company by Customer for the relevant custom services provided in the relevant country in the contract year in which the error, omission or other event occurred.
- (F) Company does not exclude or restrict its liability (if any) to Customer for death or personal injury resulting from Company's negligence or any matter for which it would be illegal for Company to exclude or attempt to exclude liability.

28.(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or ought reasonably to become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

- (B) Notwithstanding the provisions of Sub-Paragraph (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

## JURISDICTION AND LAW

- 26 These conditions and any act or contract to which they apply shall be governed by Egyptian law and any dispute arising out of any act or contract to which these Conditions apply shall be settled through amicable cooperation and negotiation shall be finally settled by The Cairo Regional Centre For International Commercial Arbitration, Cairo, Egypt. in accordance with the Rules and Procedures of the Centre. The award rendered by the arbitrator(s) shall be final and binding on the parties concerned. The arbitration shall be conducted in English

## WAREHOUSING CONDITIONS OF CONTRACT

In the event that DHL Global Forwarding store Goods other than storage of Goods in transit, the following Warehousing Conditions of Contract apply in addition to the above Conditions.

### CUSTOMER UNDERTAKINGS

1.(i) The Customer undertakes that:-

- (a)When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognized standards and in such condition as not to cause (i) damage, death or bodily injury to the Company or third parties or the environment (ii) the likelihood of damage, death or bodily injury to the Company or third parties or the environment; in both cases (i) and (ii) : including any property or goods, Goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
- (b)Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
- (c)It will upon demand reimburse all duties and taxes that the Company may be required to pay in respect of the Goods..
- (d)Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
- (ii)Notwithstanding any notice under Condition 2 (iii), if there is a breach of contract by the Customer, the Customer will indemnify the Company against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer of this contract. If the Company suspects a breach of warranty in Condition 1 or of any undertaking in Condition 2 (i), it may demand the immediate removal of any Goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

### COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES WHILE PROVIDING WAREHOUSING SERVICES

- 2.(i) Except as provided in Condition 2(iii) below, the Company does not insure the Goods and the Customer shall at his option make arrangements to cover the Goods against all risks to the full insurable value thereof.
- (ii) The Company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, miss-delivery, unauthorized delivery or miss-compliance with instructions of or to or in connection with the Goods ("Claim"). This exclusion does not apply if a Claim arises from the neglect or willful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors. Subject to Condition 2(iii) below and unless prohibited by law, the Company shall be liable for losses of or

damage to the Goods which occurs due to the Company's negligence or willful act or default while the Goods are in the Company's care, custody and control, such liability not to exceed a sum at the rate of two SDRs per kilo of gross weight of any Goods lost or damaged (subject to the limitations set out in these Warehousing Conditions of Contract and the above Standard Trading Conditions).

- (iii) The limit of liability in Condition 2 (ii) may be increased by written notice, in which event:
- (a) The Customer shall give written notice to be received by the Company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the Company's liability to the Customer exceed the value given under this notice.
- (b) The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability hereunder.
3. The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations in accordance with General Condition 27 above).

#### EMPLOYEES AND SUB-CONTRACTORS

- 4.(i) The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim.
- (ii) Without prejudice to Condition 2 (i), if an employee or sub-contractor of the Company pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub-contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds 2 SDR per kg weight of that part of the Goods the subject of a Claim or any higher figure agreed under Condition 2(iii).
- (iii) In any of the circumstances referred to in Condition 4 (iv) hereof, and otherwise with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of the warehousing services and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract without requiring the Customer's consent with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.
- (iv) The circumstances referred to in Condition 4 (iii) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labor disturbance, requirement of a responsible Authority or any emergency reasonably requiring such action by the Company.

#### TERMINATION

5. (i) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable Goods, within 3 days.
- (ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Condition 5 (i) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishable within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall



be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction there from of all expenses and all amounts due to the Company from the Customer on any account.

(iii) In the case of perishable Goods, notice under Condition 5 (ii) may be combined with a notice under Condition 5(i).