

## **UNEK FREIGHT SERVICES KENYA LIMITED CREDIT FACILITY TERMS AND CONDITIONS:**

For purposes of these Conditions:

"The Client" or "the customer" shall mean the Applicant herein for the credit facility.

"The Company" shall mean Uneek Freight Services Kenya Limited.

### **TERMS AND CONDITIONS OF SERVICE**

1. Throughout the term of this Agreement and any extension or renewal thereof, the Company shall charge the Customer, and the Customer hereby agrees to remunerate the Company as per the terms of this Agreement and the Applicable Rates for all shipments detailed herein other than those services carried out by way of a prepaid air waybill.
2. It is further understood, and irrevocably and unconditionally agreed by the Customer, that all shipments shall be subject to the Conditions of Carriage appearing on the face and the reverse sides of the waybill. Without prejudice to any and all of the aforesaid terms and conditions, the Customer's attention is specifically drawn to the Company's limited liability of US\$ 100 (One Hundred United States Dollars Only) per each international courier parcel (waybill) OR US\$ 25.00 (Twenty Five United States Dollars Only) per each courier document (waybill) and to the provisions relating to prohibited shipments. The Customer hereby irrevocably and unconditionally acknowledges and accepts in advance all of the said terms and conditions and agrees to be bound thereby.
3. Notwithstanding the Conditions of Carriage, bearer and blank cheques are excluded from the scope of service provided by the Company under this Agreement. The Company will not carry bearer and blank cheques and Customer warrants and guarantees that all Customers' shipment(s) provided Uneek Freight Services Kenya Limited for delivery shall not include any bearer or blank cheques. Customer acknowledges that handing a bearer or blank cheques to the Company or any of its employees does not indicate or imply the Company's acceptance to carry or deliver such cheques.
4. The Customer is responsible for obtaining their own insurance. Upon Customer's request, the Company can arrange for insurance of the declared shipment value at an extra premium.
5. This Agreement is revocable by either Party, by giving 30 days written notice of such revocation in advance.
6. The Customer hereby irrevocably and unconditionally acknowledges and agrees that the execution of the Company's waybill by any officer, director, employee or agent of the Customer or by any person appearing to the Company, its officers, directors, employees or agents to be an officer, director, employee or agent of the Customer shall be deemed binding to the Customer as if it was made by a duly authorized signatory of the Customer.

### **TERMS AND CONDITIONS OF CREDIT**

1. The Customer agrees that all Third Party charges i.e. I.D.F. fee, Duty, VAT Customs Duty charges, taxes, cost of goods, warehousing and terminal handling charges, demurrages and storage charges and other outlays shall be paid in advance, prior to the customer receiving the goods and/or the shipping documents.
2. Credit is extended to the customer for consignment/transportation charges on courier or freight and agency on clearance costs only and for the approved credit limit which may be varied from time to time.
3. The Customer agrees to make payments to the company at the invoiced currency. Any conversions of amounts to Kenya Shillings/foreign Currencies shall be at the prevailing market rates at the time of payment of the invoice.
4. The Customer hereby undertakes to settle the full amount of any outstanding invoice STRICTLY within 30 days from the date of the invoice or as per the assigned credit limit, whichever comes earlier.
5. The Company reserves the right to withdraw the credit facility in the event of default in payment of the due amount within the stipulated time.
6. The Company reserves the right to take any action necessary for the recovery of any outstanding amounts and the Client shall be responsible for all legal fees, advocates fees, auctioneers fees, any other charges incurred towards recovery of the debt and interest thereon.
7. The Company reserves the right to review the terms of the credit facility granted to verify that the revenue and volumes indicated herein justify the credit and tariffs granted.
8. The Company reserves the right to withdraw the credit facility at any time by giving 7 days notice of such withdrawal.

The effective date of this agreement will be the date of Customer's acceptance of this Agreement. To approve the Agreement, please sign below and return to the Company.



**FOR OFFICIAL USE ONLY**

**A. APPRAISAL**

	<b>Name</b>	<b>Signature</b>	<b>Date</b>	<b>Remarks</b>
Account Manager				
Credit Controller				
Finance Manager				

**FACILITY APPROVAL**

Credit has been approved

Credit has not been app

Limit approved in KES \_\_\_\_\_

Credit period approved \_\_\_\_\_ (Max 30 days from invoice date)

Discount % allowed \_\_\_\_\_

**BY**

Director \_\_\_\_\_ Date \_\_\_\_\_

Managing Director \_\_\_\_\_ Date \_\_\_\_\_

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**B. ACCOUNT OPENING**

Account Number \_\_\_\_\_

Date Opened \_\_\_\_\_

Official letter issued on \_\_\_\_\_

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