



## **MIZIGO GROUP**

### **MIZIGO AFRICA CARGO-BELGIUM**

VAT : BE 0738853849

ADDRESS : INDUSTRIELAAN 9 – PC 1070 BRUSSELS

TEL : +32 2 320 32 35

### **AS AGENT UNIT FOR MIZIGO AFRICA CARGO-RWANDA**

TIN : 103021406

ADDRESS : KN 3RD - 2ND FLOOR OMEGA HOUSE

PO BOX: 5811 KIGALI RWANDA

TEL : +250 78 830 47 45

GENERAL E-MAIL ADDRESS: [INFO@MIZIGOCARGO.COM](mailto:INFO@MIZIGOCARGO.COM)

## **GENERAL DISCLAIMER - GENERAL CONDITIONS**

1. In the case of ocean, multimodal or airfreight the packing list and/or commercial invoices of the goods shall be sent to MIZIGO AFRICA CARGO (hereafter MAC) no later than 2 WORKING DAYS BEFORE the goods are loaded at the Shipper's place or any other place of issuance. However, if the Shipper is responsible for the customs export declaration in his location arear, he may send the said documents to us at the same time as the EXA or T1 or equivalent customs document at latest on the same day of loading at the merchandise issuance place and before full drop off to the terminal port or airport. Documentation and invoices still need to be verified before validation.
2. Commodity or merchandise means any kind of product, gear, fixed or rolling unit or vehicle, new or used, commercial or personal effect for both export and/or import purposes.
3. Any offer made by MAC to its customer and/or prospective customer and accepted via e-mail or any other communication canal that may be proven, shall be considered as ready to be processed and MAC shall have the right to make final "booking" either to the shipping company, airline, road trucking company, waterway barge or any other type of transport company by any means. The invoice will be sent to the customer and will be prepaid, otherwise section 9 of the same terms and conditions will be applied.
4. Any "booking" cancelled by the customer even before the goods are issued to MAC will be subject to a cancelation fee which will be paid by the customer. Cancelation fees will vary depending on the mode of transport, the time MAC has spent on the file process and any expenses that may already be engaged by MAC in connection with its commitment and liability to the shipping company, airline, road trucking company, waterway barge company or any other kind of transport company by any means. However, the cancelation fee may not exceed 5% of the total freight invoice value, with a minimum of EUR 200 or USD depending on the invoice currency. However, if the cancelation occurs after the goods are in the hand of MAC, the customer will pay not only cancelation costs but also any related costs, including storage (detention & demurrage), Terminal Handling ("THC"), customs, port charges, freight, and repatriation costs etc.



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5. In the event of non-compliance by the customer with his commitments to pay the transport invoice or the related costs, MAC will have the right to detain his goods and/or property rights, to block the documents relating to the transport, to suspend the continuity of the supply chain until the full payment including the costs related to the cargo detention and the procedures.
6. MAC shall in no case be responsible for any delay, cancelation of "booking" or interruption of transport on the supply chain caused by the third party including the shipping line, airline, road company, barge company by waterways or any other kind of transport company by any means but also natural disasters, weather, port or customs congestion as well as cases of major forces.
7. The goods mentioned in the invoices or packing list with values must correspond to the actual contents of the container. All that has been loaded into the container must be included in the invoices and/or packing list.
8. Each invoice/packing list must include a clear description, weight, number of packages, etc.
9. You can check online the regulations or send us a request, of the Department of the Environment and Customs of your country. Please take this into account and contact us if you have any questions.
10. If you are loading vehicles into the container, disconnect the battery and the fuel tank must be empty. We also need a copy of the last registration card or the clearly readable certificate.
11. When we report goods / personal effects to the Belgian customs, it is still possible that the customs will select the container to be scanned and/or force us to unload the container to perform a physical control of goods / personal effects. These operations can generate additional costs that remain on behalf of the customer.



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12. Payment terms: Except in the case of a specific written agreement, the shipping invoice is prepaid, i.e. paid before the goods are received by MAC or its partner third party, especially in the case of personal effects. The shipping invoice and/or other related invoice, such as truck/driver's waiting costs, pre-carriage costs, packaging, etc., shall be paid in accordance with the agreed terms and conditions. If the payment period is not met, up to 5% of the fee may be calculated on the total of each outstanding invoice from the day after the due date until the 15th day after the due date.

However, if the invoice is still not paid, up to 10% of the outstanding amount can be calculated and will override the previous 5% in the calculation of the charges until the 30th day after the payment deadline. In addition, if, after the 30th day from the date of payment of each invoice, the invoice is still not fully paid, there would be no other fees under these terms but without excluding the legal fees and/or penalties provided in commercial law, but Customer would be assigned to the Dispute/Court Institution and/or its shipment would be legally detained/seized and sold to refund Unpaid invoices without prejudice from MAC.

13. It is possible to change the basic freight supplements and to introduce new supplements without notice from MAC and/or the shipping line, airline, road trucking company, waterway barge or any other type of transport company by any means.

14. The goods are shipped and remain at the loading store or dock at their own risk and are therefore not insured unless specifically requested by the shipper and/or otherwise agreed. Any additional insurance prices may be provided by our services at the customer's simple request.

15. The services described above are offered as "freight forwarder" and are based on the Belgian Freight Terms and Conditions 2005. The text was published in the Annex of the Belgian Monitor of 24 June 2005 under the heading 0090237 and can be sent to you free of charge upon request.

16. Any claim against MAC that cannot be amicably resolved will be addressed to the court of the country where the MAC head office will be located at the time of its introduction.