

TRANSPORT CONTRACT AGREEMENT

This contract explains your rights, obligations and responsibilities and those of SDI Transport LTD. "You" refers to the customer and "we" refers to SDI Transport LTD. These conditions may only be varied by written agreement signed by both parties. Our liability for loss or damage is limited as set out below.

1. Quotation and Validity

Our quotation is based on the information provided and excludes insurance, duties, tolls, parking, and any third-party or government charges unless otherwise stated.

We reserve the right to revise the quotation if:

- (a) It is not accepted within the validity period.
- (b) The service is delayed or modified by you.
- (c) Additional goods or services are required.
- (d) Access, loading conditions, or site constraints differ from those declared; or
- (e) Cost variations beyond our control occur, including fuel or operational increases.

2. Scope of Service

We will provide transport services using appropriate vehicles and drivers.

Any additional services, including handling, lifting, storage, or special equipment, shall only be provided if agreed in writing.

3. Work Not Included

Unless expressly agreed, we do not undertake dismantling, packing, preparation of goods, or handling of excluded or restricted items.

Any such work carried out at your request is entirely at your risk.

4. Your Responsibilities

You must ensure that:

- (a) All goods are properly packed and ready for transport.
- (b) accurate details of the goods are provided.
- (c) all necessary documents and permits are available.
- (d) safe access and parking are arranged; and
- (e) a responsible person is present at collection and delivery.

We shall not be liable for any loss, delay, or cost arising from failure to meet these obligations.

5. Ownership of Goods

You confirm that the goods are your property or that you have full authority from the owner to arrange transport.

You agree to indemnify us against any claim arising from false declaration or lack of authority.

6. Excluded or Prohibited Goods

We shall not be liable for loss or damage to valuables, money, documents, hazardous, perishable, or illegal goods. We reserve the right to refuse, remove, or dispose of such items without notice.

7. Loading and Unloading

Unless otherwise agreed, all loading and unloading operations remain your responsibility. Any assistance provided by our staff is given without liability and entirely at your risk.

8. Charges and Additional Costs

Our charges are based on the agreed scope of work. Additional charges may apply for waiting time, delays, overtime, additional distance, route changes, tolls, parking, handling, or any service not initially included.

All such costs shall be payable by you.

9. Waiting Time

A reasonable grace period is included for loading and unloading. Any additional waiting time shall be charged at the applicable rate.

10. Delivery and Delays

Delivery times are estimates only. We shall not be liable for delays caused by traffic, weather, mechanical issues, port operations, customs procedures, or any event beyond our control.

11. Risk and Insurance

All goods are transported entirely at your risk. We do not provide insurance unless expressly agreed. You are strongly advised to arrange adequate insurance coverage for your goods.

12. Proof of Delivery and Claims

Delivery is deemed complete upon signature of the delivery note or acknowledgment at destination. Any claim for loss or damage must be notified in writing within a reasonable time, failing which shall not be accepted.

13. Limitation of Liability

Our liability for any loss or damage shall be strictly limited to the value of the transport service provided. We shall not be liable for any indirect or consequential loss.

14. Cancellation or Postponement

If the service is cancelled or postponed on short notice, we reserve the right to charge up to the full value of the service, depending on the stage of execution.

15. Operational Conditions

We shall not be liable for any loss, damage, or delay arising from site access limitations, unsafe ground conditions (including side lifter operations), inadequate loading conditions, or instructions given by you or third parties.

16. Special Services

For container transport, you are responsible for documentation and any demurrage or detention charges. For lifting operations, you must ensure suitable ground and working conditions. For storage, goods are held at your risk unless insured, and any claim must be notified within 24 hours.

17. Storage and Retention

We reserve the right to retain goods until all charges are paid. Storage charges may apply where goods are held on your behalf.

18. Subcontracting

We may subcontract part or all of the service. In such cases, the terms of the subcontractor may apply.

19. Payment Terms

Payment shall be made as agreed. We reserve the right to charge interest on overdue amounts. No deductions or set off shall be made without our prior written consent.

20. Force Majeure

We shall not be liable for any failure or delay caused by events beyond our control, including but not limited to weather, strikes, accidents, or government actions.

21. Compliance

You must comply with all applicable laws and provide all required documentation. We shall not be liable for any consequences arising from non-compliance.

22. Electronic Communication

All communications, confirmations, and instructions provided by email or electronic means shall be legally binding and deemed received.

23. Governing Law

This agreement shall be governed by the laws of the Republic of Mauritius, and any dispute shall be subject to the jurisdiction of the Mauritian courts.

24. Acceptance

Acceptance of our quotation or confirmation of service constitutes full and unconditional acceptance of these Terms & Conditions.

By signing below, the Client acknowledges and agrees to the company's Terms & Conditions, including but not limited to:

- Goods must be declared truthfully; hazardous/illegal goods are not permitted.
- The company provides no insurance for goods; the client is responsible for arranging cover.
- The client is liable for overloading, fines, or any unlawful acts related to the goods.
- Fees are payable in advance unless otherwise agreed.

Signatures:

For and on behalf of the Company (Lessor):

Name: _____

Signature: _____

Date: _____

For and on behalf of the Client (Lessee)

Name: _____

Signature: _____

Date: _____