

MEX LOGISTICS AFRICA 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 MEX Logistics Africa 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 MEX Africa 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.

APPLICATION FOR CREDIT FACILITIES

1	CLIENT DETAILS								
	Name								
	VAT Registration No								
	Company/Business Registration No								
	Postal Address								
	Physical Address								
	City/Town								
	Telephone								
	e-Mail address								
	Business Type (Please tick one)		Company		Sole proprietorship		Partnership		
			N. G. O.		Govt Department		Other		
	Credit References		Name						
			Address						
			Name						
			Address						
Bankers Details		Bank							
		Branch							
		Account No							
Contact Persons		Name			Designation				
Preferred invoicing for courier exports		Per shipment		Per Month					
Are you Exempt from VAT		YES		NO		If Yes, please attach exemption certificate			
2	DECLARATION								
	<ul style="list-style-type: none"> ▪ I/We declare that MEX Logistics Africa Limited is hereby requested to provide its services and credit facilities at its discretion to the above named Person/Company and as per their Terms and Conditions of trading. ▪ I/We warrant that the information given in this application form is true and complete and authorise you to make any enquiries necessary in connection with this application. ▪ I/We confirm that we have read and understood MEX Logistics Africa Limited Terms and Conditions of service and Terms and conditions of credit (as amended from time to time) and agree to be bound by them. ▪ I/We agree that I am/we are jointly/severally liable for any amounts outstanding at any time on the Account. 								
	Name					Name			
	Title					Title			
	Signature					Signature			
	Company Stamp								

FOR OFFICIAL USE ONLY

A. APPRAISAL

	Name	Signature	Date	Remarks
Account Manager				
Credit Controller				
Finance Manager				

FACILITY APPROVAL

Credit has been approved Credit has not been approved

Limit approved in KES _____

Credit period approved _____ (Max 30 days from invoice date)

Discount % allowed _____

BY

Director _____ Date _____

Managing Director _____ Date _____

B. ACCOUNT OPENING

Account Number _____

Date Opened _____

Official letter issued on _____

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