



Last revision: 02/21/2022

## 1. Application

### 1.1

These Conditions apply to the handling of Shipments originating in the Kingdom of Morocco. Separate general conditions of carriage are applicable there. In certain markets, local conditions or postal regulations may apply instead of or in addition to these conditions (in all cases, available on [expresscargoaf.com](http://expresscargoaf.com) in the applicable countries and territories). For further information regarding any part of the Express Cargo Africa Services, please refer [expresscargoaf.com](http://expresscargoaf.com)

to earlier or different version of the Terms. The Sender, by entrusting a Shipment to Express Cargo Afrique, accepts the Conditions in force on the date specified. Express Cargo Afrique reserves the right to unilaterally modify or supplement these Conditions at any time.

### 1.3

In the event of a conflict between these Conditions and any other Express Cargo Afrique transport document, including the general conditions of any of shipment or invoices of Express Cargo Afrique, any cargo manifest or any shipping label, these Conditions prevail insofar as they do not conflict with the applicable Convention(s), or other mandatory laws, including including applicable local postal regulations.

### 1.4

Available Services may be modified or suspended by Express Cargo Afrique at any time. Said modification or suspension applies to Shipments entrusted to Express Cargo Afrique after this date. Detailed information on the Services in force is available on the [expresscargoaf.com](http://expresscargoaf.com).

### 1.5

In these Conditions, all decisions of EXPRESS CARGO AFRIQUE are made at the sole discretion of EXPRESS CARGO AFRIQUE, and 'including' means including but not limited to' unless expressly stated otherwise.

## 2. Definitions.

"

"Packing List" or "Bordereau" means any shipping document, manifest, packing slip, label, stamp, invoice, electronic entry or similar item used as part of the System. Express Cargo Afrique to initiate the handling of a Shipment.

"

"Ancillary Services" means all services that do not meet the definition of Transport Services.

"

"B2C Shipments" means Shipments within the framework of a commercial transaction between a Sender-professional (a person acting for professional purposes) and a Recipient-consumer (a natural person acting for purposes which do not fall within the scope of his professional activity)

.

days during which the companies of the country, territory or region of dispatch or of the country, territory or region of destination carry on their commercial activity. Business Days and holidays may vary by country, territory or region. Contact Express Cargo Afrique for deliveries that may be affected.

"

"Business Delivery" means delivery to commercial or professional premises, excluding (a) homes or private residences, (b) accommodation where a professional activity is exercised from a domicile or residence designated as such by the Sender, and (c) B2C Shipments

.

charged or levied under these Terms as applicable, including fuel and other surcharges, incidental customs clearance service charges, incidental charges, declared value for carriage charges, return charges, special handling charges, customs duties and taxes, additional costs relating to imports and exports, as well as other costs reasonably incurred by Express Cargo Afrique relating to the transport of a Shipment. Other charges or surcharges are available at [www.expresscargo.com/faq](http://www.expresscargo.com/faq)

"CMR" means the Convention on the Contract for the International Carriage of Goods by Road 1956, as amended in 1978.

“

Conditions" refers to these general conditions of carriage, as updated on the [expresscargoaf.com](http://expresscargoaf.com) website if necessary.

”

Conventions" refers to the CMRs collectively, and any other regional agreement (WAMU, ECOWAS, SADC etc).

”

Declared value for Carriage" means the value, if any, indicated by the Shipper on the Waybill, or the invoice, constituting the maximum amount of liability of Express Cargo Afrique in connection with the Shipment for which the Shipper pays required charges.

”

Declared Value for Customs" means the selling price or replacement cost of the contents of a Shipment, subject to customs clearance requirements.

”

Delivery Time" means the delivery time published relating to the services of Express Cargo Afrique or the delivery time indicated by the Customer Service that Express Cargo Afrique undertakes to respect for the Shipment taking into consideration the items transported, the date, the precise destination, the weight and the value of the Shipment.

”

Package" means any package or single piece that is entrusted by the Sender to Express Cargo Afrique for transport and which is accepted by Express Cargo Afrique the Sender

”

Prohibited Goods" means the items and types of Shipments defined herein (Prohibited Items) of these Conditions.

“

Recipient" means the natural or legal person indicated on the Waybill or invoice as the recipient of the Shipment.

or

invoice as the sender of the Shipment.

Waybillus after the applicable Delivery Time, except as otherwise provided in these Terms. Any delivery time published online or elsewhere or which is estimated by Express Cargo Afrique Customer Service on the basis of incomplete information by the Sender is purely indicative and does not constitute a firm Delivery Time. Express Cargo Afrique's records recording estimated delivery times are conclusive evidence of such estimates.

Ancillary

Services and Transportation Services collectively.

means in the form of Parcels, or in the form of freight, appearing on a single waybill

excluding other charges and surcharges that may be assessed or collected, such as fuel surcharges, incidental charges, Declared Value for Carriage charges, special handling charges, customs duties and taxes, additional charges related to imports and exports, as well as other surcharges.

"

Transport Services" means the services for the transport of a Shipment offered and performed delivered by Express Cargo Afrique under an Express Cargo Afrique Waybill. Full information on all of these products, including product names, availability and delivery times, is available at [expresscargaof.com](http://expresscargaof.com) or in a tariff or transmission services agreement, if applicable.

### **3. Charges.**

The Carriage Charges applicable to the Shipment will be as published in Express Cargo Africa posted at [www.expresscargaof.com/faq](http://www.expresscargaof.com/faq) or live chat on our platforms, or as otherwise expressly agreed in transport services contract Express Cargo Afrique. Quotes provided by Express Cargo Afrique for Charges or Services are estimates only, based on information provided by the Shipper. The Fees and Final Services may vary depending on the actual Shipment entrusted and the application of these Conditions. Express Cargo Afrique is not responsible, and no adjustment, refund or credit of any kind whatsoever will be made, following any discrepancy between, on the one hand, the estimate of the Fees made before the delivery of the Sending and on the other hand, the Costs invoiced to the debtor. The Charges applied are those applicable and in force at the time the Express Cargo Afrique is concluded, subject to the right of Express Cargo Afrique to periodically revise the Charges, including the Freight Charges, without notice. in the Express Cargo Afrique on the [expresscargaof.com](http://expresscargaof.com) .

#### **4. Fuel and other additional charges related to the pickup service.**

Express Cargo Afrique reserves the right to evaluate and revise periodically and without notice the fuel surcharge as well as other additional charges stipulated on [expresscargoaf.com](http://expresscargoaf.com). The duration and amount of said revisions will be determined by Express Cargo Afrique. The Sender, by entrusting a Shipment to Express Cargo Afrique, agrees to pay the additional charges in force at that time. Details of the additional charges currently applicable can be found on [expresscargoaf.com](http://expresscargoaf.com).

#### **5. Invoice Adjustment and Dimensional Weight.**

##### 5.1

Dimensional Weight pricing is applicable to all Shipments, on a case-by-case basis. If the Dimensional Weight exceeds the actual weight, Charges for Shipments will be calculated based on the dimensional weight and subject to additional Charges.

##### 5.2

The Dimensional Weight is calculated by multiplying the length x height x width of the Package (the all in centimeters) and dividing the product by a denominator of standard dimensions or any other number applicable at the time of tender of said Shipment to Express Cargo Afrique, as specified by Express Cargo Afrique on [expresscargoaf.com](http://expresscargoaf.com).

##### 5.3

Express Cargo Africa may audit each Waybill or invoice to verify the Transportation Service selected, the actual weight or Dimensional Weight of the Shipment/Package, or the number of Packages in a Shipment. If the Transport Service selected, the actual or volumetric weight, or the number of packages indicated on the Waybill is incorrect, Express Cargo Afrique may make corrections to the Waybill.

##### 5.4

Express Cargo Afrique may make adjustments to the invoice and will be entitled to charge a special handling fee for having had to make corrections and changes to the Waybill. The method(s) used and applicable Fees to make such corrections or adjustments are available upon request.

## **6. Invoicing.**

### 6.1

Invoices relating to Transport Costs and other Related Costs are in principle payable without deduction or set-off, within 30 days of the invoice date. For some countries, different payment terms may apply; further information is available on request. Invoices for customs duties, taxes and other related charges are payable upon receipt. Notwithstanding, Express Cargo Afrique reserves the right to require the payment of all Charges in advance, however Express Cargo Afrique invoices the transport with customs charges included in the price of the transport.

### 6.2

To the extent authorized by law, Express Cargo Afrique is likely to provide an electronic invoice by default, unless expressly requested otherwise by the debtor.

### 6.3

Express Cargo Afrique reserves the right to apply payments on the oldest invoices first, in cases where preferred discounts are not used or discount information is not provided with payment.

### 6.4

In the event of late payment, Express Cargo Afrique reserves the right to apply a surcharge, interest and administrative costs for said delay of payment. In this case, Express Cargo Afrique may apply the applicable fees, costs and/or interest rates, as determined by Express Cargo Afrique and in accordance with the laws of the Kingdom of Morocco or applicable local laws regarding late payment.

### 6.5

Regardless of payment instructions or provisions to the contrary, the Sender (or the party initiating an import transaction, as the case may be) will always remain ultimately responsible for the Charges, as well as in cases where the Consignee or the third party refuses to pay.

6.6 Disputes relating to invoices must be submitted by the Shipper or the Consignee respectively to Express Cargo Afrique no later than (a) 30 days from the invoice date or (b) on the due date of the invoice, the latest of these dates prevailing. Express Cargo Afrique will only accept the submission of such a dispute if the following elements are

indicated for this purpose: (a) the invoice number, (b) the Waybill number and (c) the reason for the dispute , the parcel code.

6.7 Currency conversion. Express Cargo Afrique invoices must be paid in the currency indicated on the invoice or in the local currency according to the exchange rates stipulated from time to time by Express Cargo Afrique.

## **7. Preparing Shipments.**

7.1

Packing. All Parcels must be prepared and packed by Express Cargo Afrique to allow damage-free transport depending on the nature and size of the goods under ordinary processing conditions in a platform transport and sorting environment and in accordance with applicable treaties, laws, rules and regulations, including those governing packaging, marking and labeling.

) can pack the package before sending.

Sender Must be reported before shipment by the Shipper to Express Cargo Afrique, Express Cargo Afrique will not assume any liability for damage resulting from changes in temperature or atmospheric pressure if this information is not reported in advance.

7.3

Marking. It is the Sender's responsibility to correctly complete all necessary information on the Waybill. Each Shipment must indicate in a legible and durable manner the name, telephone number (address, street, city, country, in certain cases) and country including the postal code of the Sender and the Recipient. The Sender must attach the Waybill and all other required labels (e.g. heavy loads) to a conspicuous place on the exterior surface of the Shipment so that they can be easily read.

Further information concerning the preparation of Shipments is available on the [expresscargoaf.com](http://expresscargoaf.com) website or on simple request.

## **8. Refusal or Rejection of Shipments.**

Express Cargo Afrique reserves the right to refuse, withhold, cancel, delay or return a Shipment at any time when Express Cargo Afrique considers that said Shipment would damage or delay other Shipments or property, to cause bodily harm, when its carriage is prohibited by law or violates any provision of these Terms; when the volume or type of Shipment diverges significantly from what was initially indicated by the Shipper to Express Cargo Afrique; or for any other reason. Acceptance of a Shipment by Express Cargo Afrique does not imply that such Shipment, including its content and quality, complies with applicable laws and regulations or with these Conditions.

## **9. Inspection of Shipments.**

### 9.1

At the request of the competent authorities or at the discretion of Express Cargo Afrique in accordance with the laws, terms and conditions of Express Cargo Afrique and applicable regulations, Express Cargo Afrique may open or inspect any Shipment.

### 9.2

In accordance with applicable laws and regulations, Express Cargo Afrique may be required to carry out various checks on Shipments. Sender hereby disclaims all liability for any claims for damages or delays (including reliance on the Money Back Guarantee, as set forth in Section 19) resulting from such review.

## **10. Prohibited Goods.**

### 10.1

Regardless of the destination of the Shipment, Express Cargo Afrique prohibits the carriage of the items listed below, and the Sender is prohibited from shipping the said items, unless expressly authorized by Express Cargo Afrique (of additional restrictions may apply depending on origin and destination):

a

. Firearms, war material, ammunition and spare parts;

b. 3-D printers designed or exclusively used for the manufacture of firearms;



vs. Explosives (Class 1.4 explosives may be accepted to and from certain locations; further information is available on request), fireworks and other items of an incendiary or flammable nature;

d. Items similar to a bomb, hand grenade or other explosive device. These items include, but are not limited to, inert products, such as replicas, gadgets, training equipment and works of art;

e. Military equipment from any country requiring an export license;

f. Corpses, human organs or parts of human bodies; human or animal embryos, cremated or exhumed human remains;

g. Live animals, including insects and pets;

h. Carcasses and dead animals, or stuffed animals;

i. Plants and plant bodies, including cut flowers (cut flowers are accepted from and to certain countries and territories, additional information is provided on request);

d. Perishable foodstuffs, as well as foodstuffs and beverages must be refrigerated or kept in any other controlled environment;

k. Pornographic and obscene materials;

l. Money, including cash and cash equivalents (e.g., marketable securities, stocks, bonds and endorsed cash certificates), collector coins and stamps;

Mr. Hazardous waste, including used needles and/or hypodermic syringes or other medical, organic and industrial waste;

not. Ice (frozen water);

y. Counterfeit goods, including goods bearing a trademark that is identical to or inherently indistinguishable from a trademark without the approval or supervision of the owner of such trademark (also referred to as "fakes" or "imitations" );

p. Marijuana, including marijuana for recreational or medicinal use and cannabidiol ("CBD"), any product that contains any amount of tetrahydrocannabinol ("THC") and synthetic cannabinoids.

q. Raw or unrefined hemp, as well as its components (including hemp stems, leaves, flowers and seeds);

r. Tobacco and tobacco products, including but not limited to cigarettes, cigars, rolling tobacco, tobacco not intended for smoking, hookah tobacco.

s. Alcohol or all beers prohibited from export and import in certain countries that we serve (unless expressly authorized by Express Cargo Afrique).

## 10.2

Whatever the destination of the Shipment, Express Cargo Afrique prohibits the transport of shipment listed below, and the Sender is prohibited from sending this type of shipment (additional restrictions may apply depending on origin and destination):

a

. Shipments or items the carriage, import or export of which is prohibited by any law, statutory provision or regulation;

b. Shipments for which, unless expressly stated otherwise by Express Cargo Afrique, Express Cargo Afrique must obtain a special transport, import or export license or permit;

vs. Undeclared, excise shipments or items requiring regulatory visa and authorization;

d. Shipments whose Declared Value at Customs exceeds the authorized amount for a given destination;

e. Dangerous Goods, unless their carriage is permitted by Section 11 (Dangerous Goods) of these Terms and Conditions; and

f. that are soaked, leaking or emitting any odor.

Parcels Express Cargo Afrique had been notified). Express Cargo Afrique reserves the right to refuse Parcels because of these restrictions or for security reasons. Express Cargo Afrique has the right to charge administrative costs for refused Parcels and, where applicable, the costs of returning the goods to the Sender. More detailed information is available upon request.

10.4 Section (Money Back Guarantee) does not apply to Prohibited Items.

## **11. Dangerous Goods.**

11.1 Identification of Dangerous Goods. "Dangerous Goods" are products which, during their transport, may present any danger whatsoever to human beings, animals, the environment or the carrier. It is the Sender's responsibility to identify whether its Shipment contains Dangerous Goods as classified by the United Nations Recommendations on the Transport of Dangerous Goods, the International Civil Aviation Organization (ICAO), the international association of the air transport (IATA), and applicable laws and regulations.

## 11.2

Destination Restrictions. Limits apply to shipments of dangerous goods to many international destinations. If the sender has any questions regarding the countries served, the restrictions on the goods according to the countries or the availability of the services, he must contact the customer service of Express Cargo Afrique.

## 11.3

Services available. Certain Dangerous Goods Shipments must be accessible during air transport and be categorized as "Accessible Dangerous Goods". "Inaccessible dangerous goods" do not need to be loaded in such a way as to be accessible during transport. The category of dangerous goods may affect the Service used for shipping. Express Cargo Afrique is also required to implement adequate segregation between non-compatible dangerous goods in all vehicles and aircraft. This requirement may result in the Shipment having to be transferred to the next available truck or flight where adequate separation can be arranged.

## 11.4

Additional Charges. There are special handling charges applicable to shipments containing dangerous goods. Additional charges are based on classification and type of special handling required, including whether items must be accessible during transport.

## 11.5

Dangerous Goods Regulations. All Packages containing dangerous goods must comply with all applicable laws and regulations, including the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the United States Dangerous Goods Regulations. IATA. Dangerous Goods Shippers must comply with all Express Cargo Afrique amendments contained in the current edition of the IATA Dangerous Goods Regulations. Shipments of dangerous goods subject to ADR require special transport agreements and the Shipper must contact Express Cargo Afrique to make all necessary arrangements prior to shipment.

## 11.6

Lithium Batteries. Non-rechargeable lithium (UN 3090) batteries require prior approval before shipment. This applies to lithium batteries permitted under Section IA and Section IB of the IATA Regulations. Express Cargo Afrique does not accept lithium batteries (UN 3090 and UN 3480) tendered as Shipments subject to Section II of the IATA Regulations; They must be submitted in accordance with the requirements of Section IA and Section IB of the IATA Regulations. In addition, Express Cargo Afrique Express refuses to take charge of batteries that are used or intended for recycling or disposal, including damaged or defective batteries (see IATA amendment FX-04).

## 11.7

Preparation of Shipments. The Sender is responsible for identifying, classifying, packing, marking, labeling and completing the documentation for Dangerous Goods Shipments in accordance with applicable international treaties, laws and regulations. The Sender is also responsible for ensuring that the Recipient complies with all applicable treaties, laws and regulations. Each Shipment must be accompanied by the appropriate dangerous goods documentation (eg Shipper's IATA Dangerous Goods Shipping Declaration Form) when required. To the extent that Express Cargo Afrique does not provide packaging and shipping solutions for Dangerous Goods Shipments, Express Cargo Afrique may require the Shipper to use an experienced packaging and shipping supplier to resolve a problem related to a Shipment of dangerous goods, so that Express Cargo Afrique can fulfill its delivery safely. Failure by Shipper to prepare dangerous goods in accordance with this Section may render the Shipment undeliverable. Shipper must provide all necessary information and complete all dangerous goods boxes on the Waybill. Shippers using electronic systems to ship should select, as appropriate for any electronic system, special services, special handling, or any other indicator intended to indicate that the Shipment contains dangerous goods. When using a Paper Waybill rather than an electronic shipping solution, Dangerous Goods can only be shipped internationally using the Express Cargo Africa International Waybill.

#### 11.8

Packaging. Express Cargo Afrique packaging may not be used to ship dangerous goods (including dry ice), with the exception of (a) lithium batteries permitted under Section II of the IATA Regulations, which may be shipped in Express Cargo Africa boxes and tubes and (b) Biological Substances, Category B (UN 3373), which may be shipped in Express Cargo Africa packaging.

#### 11.9

Handover and Delivery of Dangerous Goods. Some Express Cargo Afrique sites cannot accept dangerous goods. Certain Express Cargo Afrique sites do not accept certain classes of dangerous goods and not all Express Cargo Afrique Transport Services are eligible for the transport of dangerous goods. Express Cargo Afrique reserves the right to refuse Dangerous Goods at any site where they cannot be accepted in accordance with applicable law or at the discretion of Express Cargo Afrique. If the package is not handed over to an Express Cargo Afrique site whose personnel accept dangerous goods, the Shipment must be entrusted to Express Cargo Afrique via a scheduled collection at the customer's site.

#### 11.10

No rerouting. Dangerous goods cannot be sent to an address other than the address of the Recipient initially planned and communicated by the Shipper or confiscated by Express Cargo Afrique and handed over to the authorities if necessary.

#### 11.11

Potential liability of the Shipper. Applicable laws or regulations may require Express Cargo Afrique to report incorrectly declared or undeclared Dangerous Goods Shipments to the appropriate regulatory or governmental authorities. The Sender may be required to pay fines or penalties under applicable law.

11.12

The Section (Money Back Guarantee) does not apply to Dangerous Goods Shipments.

## **12. Routing.**

Express Cargo Afrique determines the routing methods for all Shipments. The routing route may change from time to time without notice. Express Cargo Afrique cannot divulge detailed information concerning these routes nor the details of the security measures relating to the network, in order to protect the goods traveling on the said network. Audits of places and vehicles of the Express Cargo Africa network are not authorized, except statutory or legal obligation.

## **13. Delivery.**

13.1 Shipments are delivered to the address of the Recipient subject to Sections 16.7, 16.8 and 16.9 below. There is no obligation to deliver the Shipment personally to the Recipient. Express Cargo Afrique may deliver a Shipment to the Recipient or to any other person appearing to have the authority to accept delivery of a Shipment on behalf of the Recipient. Shipping addresses should always include the recipient's full address, phone number, and email address.

13.2 A PO Box may be used for certain international drop-off locations, provided that the Sender provides Express Cargo Afrique with the Recipient's telephone number to facilitate delivery.

13.3 Under no circumstances will Express Cargo Afrique be liable for any claim for seizure or detention of goods in transit by customs or any other government authority.

13.4 Items addressed to hotels, hospitals, public service offices or facilities, university campuses or any other location with a mail reception service or central reception area may be delivered to such service or reception area, unless otherwise stipulated or agreed by Express Cargo Afrique prior to shipment.

13.5 Express Cargo Africa will treat any requested address change that does not constitute re-routing or address correction as a new Shipment, and new Freight Charges may apply.

13.6 Subject to service availability, Saturday & Sunday deliveries will incur special handling charges in countries where Saturday & Sunday are not Working Days.

13.7 Express Cargo Afrique may refuse to collect or deliver a Shipment, or use alternative methods of collection or delivery, in order to ensure the safety of its employees or if Express Cargo Afrique deems that its services would be used in violation of any applicable law, regulation or rule.

#### 13.8 Shipper Delivery Instructions: Delivery Signature Options

at. Express Cargo Afrique offers "Delivery Signature Options", which can be selected by the Shipper when completing the Waybill, or delivery note, from and to selected countries and territories, and for certain Services of transport (see [expresscargoaf.com](http://expresscargoaf.com) or contact Express Cargo Afrique Customer Service for more information).

b. The Sender acknowledges that the Signature for Delivery Options selected by the Sender may include, without limitation: (i) the tendering of a Shipment without a signature on delivery; (ii) delivery to a neighbor, doorman/janitor or other similar person; (iii) delivery of a Shipment only to an adult person at the delivery address; or (iv) more than one of the preceding possibilities. The choice of a Delivery Signature option by the Sender shall prevail over any additional delivery instructions communicated by the Recipient.

vs. Additional fees may apply for Delivery Signature Options. See Section 4 (Fuel and Other Additional Charges).

d. If a Delivery Signature Option is not chosen, Express Cargo Afrique will apply its standard delivery procedures.

## 13.9 Delivery Instructions from the Sender: B2C Shipments

at. To a given address, B2C Shipments may be delivered by Express Cargo Afrique in accordance with the additional instructions transmitted by the Recipient. The Shipper expressly acknowledges and accepts that these instructions may differ from the delivery instructions initially agreed or the delivery time agreed between Express Cargo Afrique and the Shipper.

b. The Sender acknowledges and agrees that the instructions of the Receiver may concern, in particular: (i) the delay of the delivery time; (ii) delivery to a neighbor, doorman or receptionist; (iii) delivery to another address or person, provided that such other address is in the same country as that shown on the Waybill; (iv) providing instructions on where to drop off the B2C Shipment without signature on delivery; (v) deposit of the B2C Shipment at a collection point (eg retail); or (vi) more of previous instructions. In the event of cancellation (of part) of the transport before delivery by the Sender and/or the Consignee, all Charges remain due and payable by Express Cargo Afrique.

vs. Express Cargo Afrique may periodically change the availability of delivery options for B2C Shipments, depending on geographical restrictions and other restrictions. For more information on availability and terms and conditions of delivery options, please refer to [expresscargoaf.com](http://expresscargoaf.com).

d. The Section (Money Back Guarantee) does not apply to B2C Shipments for which the Recipient has provided additional delivery instructions in accordance with this provision.

e. If a Recipient provides additional delivery instructions for non-B2C Shipments, then Sender acknowledges and agrees to be bound by this Section below.

## **14. Redelivery.**

14.1 Company Deliveries. Express Cargo Afrique will make a new delivery attempt, automatically or on request, in the following cases: (a) no one is present at the address of the Recipient or its neighbors to sign receipt of the Shipment, and no waiver of signature is recorded; (b) the Sender has selected a Signature Option for Express Cargo Africa

delivery and no eligible Consignee is present to sign for receipt of the Shipment; or (c) Express Cargo Afrique decides, in its sole discretion, that the Shipment cannot be delivered. If it is impossible to finalize the Company Delivery after three attempts or in the absence of delivery within five Business Days following the date of the first delivery attempt and, where applicable, in the event of completion of customs clearance formalities within the country of destination, the Shipment will be considered undeliverable (see Section (Undeliverable Shipments)).

14.2 Individual Deliveries and B2C Shipments. If it is impossible to finalize a Private Delivery or to deliver a B2C Shipment on the first attempt to the Address of the Recipient or to the address of a neighbor, Express Cargo Afrique reserves the right, at its sole discretion, to make a new delivery attempt, to retain the Shipment until receipt of new delivery instructions from the Sender or the Recipient or to deliver it to an address to be determined by Express Cargo Afrique. In the event that Express Cargo Afrique cannot carry out a Specific Delivery despite several attempts, or in the event that the Sender or the Recipient does not provide new delivery instructions, or even if Express Cargo Afrique cannot proceed with the delivery to another address to be determined by Express Cargo Afrique, the Shipment may be considered undeliverable (see Section (Undeliverable Shipments)).

## **15. Undeliverable Shipments.**

15.1 An Undeliverable Shipment is a Shipment that cannot be delivered for any number of reasons, including but not limited to where: (a) the Recipient's address is incomplete, illegible, inaccurate or cannot be located; (b) the Recipient of a Shipment cannot be contacted or the Recipient fails to retrieve the Shipment; (c) the Shipment was addressed to a destination that is not served by Express Cargo Afrique; (d) the Recipient's offices are closed; (e) delivery is impossible due to the unavailability or refusal of a suitable person to accept delivery or to sign for delivery of the Shipment; (f) the Shipment cannot be cleared; (g) the Shipment is likely to damage or delay other Shipments or property or injure persons; (h) the Shipment contains Prohibited Goods; (i) the Recipient is unable or unwilling to pay for a "Bill Recipient" Shipment; (j) the Shipment was not properly packaged; (k) the contents of the Shipment or its packaging are damaged to such an extent that repackaging is not possible; or (l) for any of the reasons discussed in Section (Redelivery).

15.2 In the event that a Shipment turns out to be undeliverable for any reason whatsoever, Express Cargo Afrique may attempt to notify the Sender in order to organize the terms and conditions for the return of the Shipment, without prejudice to local



regulatory constraints. . If the Sender cannot be contacted within five Business Days or does not give instructions within a reasonable time as set by Express Cargo Afrique, Express Cargo Afrique may return the Shipment to the Sender, temporarily place the Shipment to a general warehouse or bonded warehouse or destroy the Shipment. If a Shipment cannot be delivered, cleared or returned, the Shipment may be transferred or destroyed by Express Cargo Afrique. The Sender will be responsible for all costs and Fees and commissions incurred for ret deliver the undeliverable Shipment, store it or destroy it, unless the non-delivery of the Shipment is attributable to Express Cargo Afrique.

15.3 Shipments which cannot be returned due to the existence of local regulatory constraints will either be temporarily placed in a general warehouse or in a bonded warehouse, or destroyed by Express Cargo Afrique in accordance with local legislation. The Shipper agrees to pay the costs incurred by Express Cargo Afrique for said storage or said destruction.

15.4 The Return Costs will be borne by the Sender as well as the Initial Costs, unless the non-delivery of the Shipment is attributable to Express Cargo Afrique. Likewise, the other costs incurred by Express Cargo Afrique within the framework of the return procedure will be due by the Sender. For returned Undeliverable Shipments that contain dangerous goods, the Sender must provide a completed Waybill for the return and any other necessary documentation.

## **16. Money Back Guarantee.**

Express Cargo Afrique offers a Money Back Guarantee for certain Transportation Services, subject to these Terms. This Money Back Guarantee may be suspended, modified or revoked by Express Cargo Afrique at any time and without notice to the Shipper or the Consignee. Said suspension, modification or revocation applies to Shipments tendered to Express Cargo Afrique after this date. Detailed information regarding the current status of the Money Back Guarantee is available at [expresscargoaf.com](http://expresscargoaf.com).

### **16.1 Money Back Guarantee.**

at. In the event of a Service Failure and on simple request, Express Cargo Afrique, depending on your choice, will reimburse the Transport Costs to the debtor or issue a credit note on the invoice concerned, subject to the limitations stipulated below.

vs. If a Shipper delivers Parcels that exceed the number, type, size or weight of Parcels delivered by the Shipper on average over the year to the site concerned, Express Cargo Afrique may accept said Parcels but suspend the refund guarantee. or adjust delivery times.

d. In the event of a Service Failure, this Money Back Guarantee is the Sender's sole remedy to recover all or part of the Transportation Charges relating to a Shipment. If the Money-Back Guarantee is suspended, there is no commitment to a delivery time for the affected Shipments and therefore no recourse or recovery of Freight Charges for what would otherwise constitute a Default. on duty.

16.2 Restrictions. The following restrictions apply:

at. A Parcel can only be the subject of a single reimbursement or a single invoice. If more than one package is shipped, this Money Back Guarantee applies to each Package in the Shipment. If the Service Failure concerns only one Parcel of the Shipment, the refund or the credit note invoice will only be granted in proportion to the Transport Costs applicable to this Parcel and most often up to 20%.

b. Any credit note or any refund granted under the Money Back Guarantee will be exclusively allocated to the Transport Costs relating to the Disputed Shipment. The Money Back Guarantee does not apply to duties, taxes or Charges other than Freight Charges.

vs. If a later delivery than the initial delivery time is requested by the Sender before the first delivery attempt, the delivery time for the application of the money-back guarantee will be adjusted to take into account the date or time required for delivery.

d. National local public holidays at the pickup location and at the destination may affect delivery times. The delivery period for the application of the money-back guarantee is extended by a period equal to the duration of the public holiday. The Express Cargo Afrique International Holiday Calendar is available on the [expresscargoaf.com](http://expresscargoaf.com) website; however, local or regional public holidays in a country may also affect delivery times.

e. For Shipments scheduled for delivery during the seven calendar days before Christmas, the delivery period for the purposes of the money-back guarantee is extended until the end of the day of the published delivery date for the service and selected destination.

f. If the Sender chooses to deposit the Shipment either in an Express Cargo Afrique approved sending Center, or in an Express Cargo Afrique agency, the delivery period will

begin to run from the collection of the Shipment by Express Cargo Africa in said Express Cargo Afrique Authorized Sending Center or in said agency, as the case may be. Details of the applicable collection cut-off times can be consulted in the e-Centre.

Express Cargo Afrique approved shipment or agency, if applicable.

16.3 Exclusions. The Money Back Guarantee does not apply and Express Cargo Afrique will not be required to offer a refund or credit for the Freight Charges, if:

at. Express Cargo Afrique provides proof of delivery on time, including the date and time of delivery and, where applicable, the name of the signatory who received the Shipment.

b. The service failure results, in whole or in part, from any of the circumstances described in the Section (Disclaimers of Liability).

d. Incorrect Express Cargo Afrique tracking numbers have been applied to the Parcels or Shipments in question by customers through Express Cargo Afrique electronic shipping devices.

e. The Shipment, even if expressly accepted by Express Cargo Afrique, contained Prohibited Goods, dangerous goods or dry ice.

f. The Shipment was delayed by customs or other regulatory requirements.

g. The delay in delivery resulted from compliance with Express Cargo Afrique's policies regarding the payment of customs duties and taxes prior to customs clearance or delivery.

h. The Shipment was delivered to a PO box acceptable for delivery.

i. The Recipient has provided delivery instructions to Express Cargo Afrique in accordance with Section (Recipient's Delivery Instructions: B2C Shipments).

d. The Shipment was delayed due to incorrect, incomplete or inaccurate information about the Consignee, or the unavailability or refusal of a suitable or eligible person to accept delivery or sign for the Package.

k. The Shipment was undeliverable (see Section (Undeliverable Shipments)) or was returned.

l. This Money Back Guarantee does not apply to bill adjustment requests based on overbilling.

Mr. For International Shipments, if the shipper or consignee specifies a customs broker other than Express Cargo Afrique or Express Cargo Afrique's designated broker.

16.4 Requests for refunds or credits. Failure to comply with any of the following conditions, including the sending of a notification under the conditions and deadlines indicated, will result in the rejection of any request for reimbursement or credit made by the Sender, and by consequently an absence of compensation for any Service Failure suffered by the Shipper:

at. Deadline for notifying a request. Express Cargo Afrique must receive notification of a request for reimbursement or credit for the Freight Charges via one of the approved means of communication within 7 days from the date appearing on the invoice (or from the date of shipment in case of prepayment).

b. Information required. All Service Failure notifications must include the Sender's Express Cargo Afrique Package Number, if applicable; the number of the Waybill or the Express Cargo Afrique tracking number, the date of the Shipment and the complete and exact contact details of the Recipient.

vs. Methods of notifying requests. The debtor may claim a refund or credit on the Transport Costs in the event of a service failure, by email, on the [expresscargoaf.com](http://expresscargoaf.com) website or by calling Express Cargo Afrique Customer Service. Methods may vary depending on where the Shipment is being sent to. Failure to comply with said notification methods will render the request invalid. For example, partial payment of an invoice is not considered a request to adjust the invoice amount or a notification of a refund request.

## **17. Limits of Liability.**

17.1 Standard Limitations of Liability for Transportation Services. Express Cargo Afrique's liability for loss, damage or delay relating to the provision of the Transport Services shall be limited to the greater of the following amounts: (a) the amount provided for in the applicable Agreements; or (b) 500 dirhams per Shipment (unless the Sender declares a higher carriage value and pays the required charges, as described in Section 17.3). Express Cargo Afrique shall also apply such limits to all claims relating to the provision of the Domestic Transportation Services absent any mandatory or lower liability limits under applicable domestic transportation laws (unless the Shipper declares a higher carriage value and pays the required fees, as described in Section 17.3).

17.2 Limitation of Liability for Other Claims. If not governed by Section 17.1 (Standard Limitations of Liability for Transportation Services), Express Cargo Afrique's liability for loss, damage, delay or any other claim relating to the provision of Ancillary services or relating to any non-compliance with the contractual provisions is limited

to 20 dirhams per kilogram, with a maximum amount, in any case, of 10,000 dirhams per event or series of related events.

17.3 Maximum Liability: Declared Value for Carriage. Express Cargo Afrique does not offer transported goods insurance or comprehensive insurance, but the Shipper may choose to pay an additional price to specify a Declared Value for the Carriage on the Waybill beyond the stipulated limits in Sections 17.1 and 17.2 above. If the Shipper opts for such an option, the following conditions apply:

a. The Declared Value for Carriage represents Express Cargo Afrique's maximum liability with respect to the Shipment and cannot exceed the Declared Value for Customs.

b. Risk of loss above the Declared Value for Carriage is assumed by the Shipper.

vs. A fee will be charged for each 500 dirhams (or any fraction thereof) beyond which the Declared Value for Carriage exceeds the amount of the applicable standard liability limits, as stipulated above, up to the amounts maximum stipulated below. The Shipper should refer to the Express Cargo Afrique rate schedule in effect on the date of the Shipment or call Express Cargo Afrique for more information on additional charges.

d. Regardless of the Declared Value for carriage, Express Cargo Afrique's liability for any damage, loss or other claim relating to the Shipment shall not exceed the cost of repairing the Shipment, its value after depreciation or its cost of replacement, whichever is lower. Express Cargo Afrique is entitled to request proof of the value of the content of a Shipment for which a claim is made.

e. Maximum Declared Value for Customs and Maximum Declared Value for Carriage are limited, may vary by destination, and are not offered in all countries and territories. The maximum Declared Value for customs relating to the contents of an Express Cargo Afrique® Envelope or packaging, regardless of the destination, is 1000 dirhams per Shipment. The maximum Declared Value for the transport relating to the contents of an Express Cargo Afrique® Envelope, whatever the destination, is 1000 dirhams per Shipment. Goods with a value (actual or declared) exceeding these amounts must not be shipped in an Express Cargo Afrique Envelope or an Express Cargo Afrique packaging.

f. Unless otherwise stipulated by Express Cargo Afrique, the maximum amount of Declared Value for Carriage cannot exceed 50,000 dirhams per Shipment, except for Freight Transportation Services for which the Declared Value for Carriage cannot exceed 100,000 dirhams per Shipment.

g. No compensation is provided for (i) consequential losses or (ii) delays or losses resulting from the Sender's failure to comply with its obligations under these Conditions.

h. No compensation is provided for losses relating to Ancillary Services.

i. any attempt to declare a carriage or customs value in excess of the maximum amounts permitted under these Terms is null and void. Said declared value will automatically be reduced to the limits authorized for the Shipment. Express Cargo Afrique's acceptance to transport a Shipment whose declared value exceeds the maximum authorized amounts shall not constitute a waiver of any provision of these Conditions. Express Cargo Afrique will not be able to respond to requests for modification of the value declared on the Waybill or invoice after it has been communicated to Express Cargo Afrique.

d. When the Sender has not indicated the Declared Value for the carriage of each of the Packages on the Waybill but has indicated a total Declared Value for the entire Shipment, the declared value for each of the Packages will be determined by dividing the total Declared Value by the number of Packages mentioned on the Waybill. Under no circumstances may the declared value of one of the Packages in a Shipment exceed the declared value of the Shipment.

17.4 Unique Items. Express Cargo Afrique's liability for Shipments containing unique Items, whether in whole or in part, is limited to a maximum Declared Carriage Value of 5,000 dirhams per Shipment or any limit stipulated by the applicable Convention in terms of transport of goods, whichever is higher.

## **18. Disclaimers of Liability.**

18.1 Express Cargo Afrique declines all responsibility for:

at. Subject to additional restrictions set forth in these Conditions, all damages in excess of the Declared Carriage Value (as limited to the Section (Maximum Liability: Declared Value for Carriage) or the limitation of liability set forth in the applicable Convention or, for shipments originating from and between locations in the same country, in applicable local mandatory law, the greater of the amount prevailing, regardless of whether Express Cargo Afrique had knowledge that such damages may be incurred;

b. Special, incidental, consequential or indirect loss or damage, including alternative transportation costs, loss of lost profits, sales, use, profits, anticipated savings, goodwill or opportunities ; and

vs. Losses or delays in certain circumstances stipulated in the Section (Money Back Guarantee – Exclusions) .

18.2 The Shipper assumes the risk of loss, damage or delay beyond what is expressly assumed by Express Cargo Afrique under these Conditions. The Sender must take out its own insurance cover, if it wishes. Express Cargo Afrique does not provide any insurance coverage.

18.3 Express Cargo Afrique does not assume any responsibility, nor will it make any adjustment, refund or credit of any kind for any loss, damage, delay, delivery error, failure to deliver , any misinformation or failure to provide information caused by or resulting from any of the following events (non-exhaustive list):

at. any action, default or omission of the Sender, Recipient or any other interested party in the Shipment;

b. the nature of the Shipment or any defects, characteristics, inherent defects or frailties thereof;

vs. failure to comply with these Terms or any other terms and conditions applicable to the Shipment, including shipment of a prohibited Item, dangerous goods, misdeclaration of a commodity, insufficient securing or marking of Shipments, or an incorrect address;

d. fines, penalties or other amounts levied against the Sender or Recipient by any regulatory authority or third party;

e. Any event beyond the control of Express Cargo Afrique, including a pandemic or epidemic, aerial dangers, dangers emanating from public enemies, public authorities acting within their presumed or actual powers, acts or omissions customs officials, riots, strikes or other local demonstrations, civil disturbances, risks or dangers inherent in a state of war or weather conditions, or national, international or local interruptions of transport networks by air or ground, the criminal actions of any person(s) or entities, including acts of terrorism, natural disasters, interruption or malfunction of communication and information systems (including, without limitation, Express Cargo Afrique), delay for mechanical reasons or conditions that represent a danger for the personnel of Express Cargo Afrique;

f. improper or insufficient packaging, including the Sender's failure to use packaging approved by Express Cargo Africa when such approval is sought, recommended or

required. In particular, computers, electronic equipment, fragile items must be packed in accordance with Express Cargo Afrique guidelines available on the [expresscargoaf.com](http://expresscargoaf.com) website. The provision of packaging, advice, assistance and direction regarding the proper packaging of Shipments does not constitute acceptance of any liability by Express Cargo Afrique, unless otherwise expressly stated in writing by Express Cargo Afrique;

g. compliance with verbal or written delivery instructions from the Sender, Recipient or anyone claiming to be the representative of the Sender or Recipient;

h. a delay in delivery due to compliance with Express Cargo Afrique's policies regarding the payment of Fees;

i. the inability of Express Cargo Afrique to provide a copy of the delivery note or a copy of the signature obtained on delivery;

d. the erasure, loss or inability to recover data recorded on magnetic tapes, files or any other medium, or the erasure or deterioration of photographic images or soundtracks of an exhibited film ;

k. Express Cargo Afrique's non-compliance with "package orientation" graphics (e.g., "UP" arrows, "THIS SIDE UP" markings);

l. Express Cargo Afrique's failure or delay in notifying the Shipper or Consignee of any delay, loss or damage to a Shipment, Consignee's incomplete, incorrect or inaccurate address or customs broker, incorrect, incomplete or missing documentation, or non-payment of customs duties and taxes required to release a Shipment;

Mr. loss or damage to any individual item for which Express Cargo Afrique has no verifiable deposit receipt, including in circumstances where, at the time of handing over the Shipment to Express Cargo Afrique, the goods have been preloaded in a trailer, palletized or packaged in such a way that the number of items or the contents of the Shipment cannot reasonably be verified;

not. loss of personal or financial information, including without limitation social security numbers, dates of birth, driver's license numbers, credit or debit card numbers, and bank details;

y. the failure of the Sender to delete Shipments registered in the Express Cargo Afrique shipping system or device, when the Shipment is not delivered to Express Cargo Afrique;

p. damage indicated by a shock indicator, inclinometer or temperature measuring instruments; and

q. non-compliance with the delivery deadline for any Shipment when the delivery address is incomplete or incorrect (see Section (Undeliverable items) ).



18.4 If Express Cargo Afrique is not liable, including for any liability which exceeds the liability expressly assumed by Express Cargo Afrique in these Conditions, the Sender shall be liable and agrees to indemnify and hold harmless Express Cargo Afrique from any liability for any damage caused by the Shipment to Express Cargo Afrique or to a third party or with respect to any claim made by a third party, in particular the Recipient.

18.5 Any payment made by Express Cargo Afrique following a complaint by the Shipper or a third party cannot be considered as an acknowledgment of liability, nor constitute a waiver of the provisions set out in this Section 18.

## **19. No Warranty.**

Except as expressly provided herein, Express Cargo Afrique makes no warranty, express or tacit.

## **20. Complaints.**

Express Cargo Afrique will only accept complaints relating to a Shipment, other than a Service Failure (see [Section \(Money Back Guarantee\)](#) ), if the applicant complies with any applicable Agreement and the following procedure, failing which no claim may be presented to Express Cargo Afrique:

20.1 Make a complaint. All complaints must be addressed to Express Cargo Afrique within the following deadlines:

at. Claims for damage (visible or hidden), delay (including claims for deterioration) or shortage, within 7 days of delivery of the Shipment. Receipt of the Shipment by the Recipient without written reservation mentioning the damage on the delivery note constitutes prima facie proof that the Shipment was delivered in good conditions.

b. Any other claim, including, in particular, for loss, defect or delivery error, must be received by Express Cargo Afrique within 3 months of the delivery of the Parcel to Express Cargo Afrique.

All such complaints must be notified either at the time of delivery on the applicable delivery register, or via the [expresscargaof.com](http://expresscargaof.com) website, or by contacting Express Cargo Afrique Customer Service.

20.2 Required Information. All claims must include complete Sender and Consignee information, as well as Express Cargo Afrique tracking number, date of Shipment, number of pieces and weight of Shipment. Within 3 months of the delivery of the Shipment to Express Cargo Afrique, all relevant information relating to the complaint must be communicated to Express Cargo Afrique (eg purchase invoices, estimate of repairs). As a prerequisite for Express Cargo Afrique to consider a claim for damage, the consignee must make available to Express Cargo Afrique the contents, original shipping cartons and packaging for inspection by Express Cargo Africa; they should be retained until the claim is settled.

20.3 Restrictions. Express Cargo Afrique is not required to process a claim until all Fees have been paid; the amount of the claim cannot be deducted from the payment of these Fees by the claimant. A Shipment can only be the subject of one complaint. Acceptance of payment of a claim will extinguish any other right to compensation or damages relating to that Shipment. Shippers or Recipients whose Parcels have been tendered to Express Cargo Afrique through a parcel consolidator have no legal or equitable recourse against Express Cargo Afrique.

20.4 Legal Proceedings. The right to claim damages for the transport of parcels carried out by Express Cargo Afrique will be prescribed unless the claim is brought before an authorized court within two years from the actual date of delivery (in the event of damage, shortage or delay) or the estimated delivery date (in the event of loss, non-delivery or delivery error) or within the framework of any applicable limitation period, whichever comes first.

## **21. Subcontracting.**

Express Cargo Afrique reserves the right to subcontract all or part of its services.

## **22. Entire Agreement.**

These Terms represent the entire agreement between the parties and, subject to the Section (Application), take precedence over all other general conditions, oral or written. These Terms may only be waived by express written agreement between the parties.

### **23. Assignment.**

Neither the rights nor the duties of either party under these Terms may be voluntarily delegated or assigned without the prior written consent of the other party, however Express Cargo Afrique may assign all or part of its rights and delegate its obligations under these Terms to one of its affiliates. Without limiting the foregoing, these Terms are binding upon and inure to the benefit of the parties and their successors and permitted assigns.

### **24. Non-Waiver.**

The non-performance or non-enforcement by Express Cargo Afrique of any provision of these conditions does not in any way constitute a waiver of this provision and does not in any other way affect the right of Express Cargo Afrique to require the application of this provision.

### **25. Compulsory duty.**

These Terms do not exclude any liability where such exclusion of liability is prohibited by law. In the event that any provision of these Terms or any provision referred to herein is contrary to any binding international treaty, local law, regulation, ordinance or administrative requirement, the effects of such provision shall be limited to the extent permitted by law and this limited stipulation shall remain applicable to the contract between Express Cargo Afrique and the Shipper. The invalidity or

unenforceability of any of the stipulations of these Conditions shall not affect the validity of the other stipulations.

## **26. Governing Law and Jurisdiction.**

Except as otherwise provided in the applicable Agreements, disputes arising out of these Terms or relating to the Services performed by Express Cargo Afrique hereunder shall be governed by the laws and courts of the country or territory in which the Shipment is delivered to Express Cargo. Africa for the purpose of performing its Services.

Name: Express Cargo Africa

Email: [contact@expresscargoaf.com](mailto:contact@expresscargoaf.com)