TERMS AND CONDITIONS

# SCOPE

1.1.2 Scope of application

The General Terms and Conditions govern the provision of logistics services (“Services”) between Lorry Logistics Limited (LLL) customers, carriers and agents. These terms and conditions shall apply to all shipments scheduled by customers. By using our Services, the Customer agrees to comply and be bound by these terms.

1.1.3 Services Provided

The company provides logistics services, including but not limited to transportation, warehousing, distribution, and other related services as agreed upon in writing. The scope of the Services will be detailed in a separate agreement or service order signed by both parties.

1.1.4 Charges and Billing

Billing for the Services will be as agreed upon in the separate agreement or service order. Late payments will incur interest at the rate of (1.5% per month) or the maximum rate permitted by law, whatsoever is lower.

All charges are payable and become due upon the Customer generating an Invoice/Shipping Documents on LLL’s online platform and not a later date. The Charges payable as consideration for the service as stated in the Shipping Document will be in accordance with the approved standard tariffs of the company as may be determined from time to time.

1.1.5 Limitation of Liability

Lorry Logistics Limited liability in respect of any Shipment transported by any LLLs approved mode of transportation for that purpose is limited to the declared value of the item as shown on the waybill/invoice.

The company shall not be liable for any delays or failures in performance resulting from circumstances beyond its control, including but not limited to force majeure, strikes, and governmental actions.

1.1.6 Documentation

By the terms and conditions herein stated, every shipment shall be evidenced by the

Customer’s booking receipt and as the case may be, warehouse receipts, or any other documents purporting to control the custody and/or movement of the goods, showing any kind, quantity and quality of the Goods received and delivered by any approved Lorry Logistics Carrier. In the event of a conflict with these terms and conditions, the approved evidence of goods received and delivered shall take precedence and govern

For the purpose of any shipment service, Customer, Carrier/and or Agent is required to use Lorry Logistics Limited system generated documentation. All the documentation are nonnegotiable, the same having been prepared by Lorry Logistics Limited on behalf of the Customer, Carrier/and or Agent, and shall therefore be deemed conclusively to have been prepared by the Customer, Carrier/and or Agent and to bind the Customer, Carrier/ and or Agent. Any authorized alteration or use of the Shipping Document or tendering of the shipments to the Carrier other than the designated or approved Lorry Logistics Limited Agent, or the use of any Shipping Document not authorized or generated through Lorry Logistics Limited platform shall void Lorry Logistics Limited obligations to make any payments relating to the associated shipment and void all rate quotes. Where it is found that the Customer have failed/neglected to properly and completely generate the Shipping Documents required for Lorry Logistics Limited to authorize it’s approved Carrier, or where it found that that the documents generated or submitted by the document are not appropriate for the services, pick up or destination requested, the Customer hereby instructs Lorry Logistics Limited to, where permitted by law, to properly do that which the Customer ought to have done at the expense of the Customer save except, Lorry Logistics Limited is obligated to do the same. Lorry Logistics Limited will not be liable for actions taken on behalf of the Customer under this provision.

1.1.7 Customer Obligations

* The customer must provide accurate and complete information regarding the goods to be transported, including weight, dimensions, and any special handling requirement. ii. The customer is responsible for ensuring that the goods are properly packed and labelled.
* The Customer must comply with all applicable laws and regulations related to the goods being transported.
* The Customer is the legal owner of the goods in which the Shipping Document was generated on the company’s platform or that the Customer has the legal right or have been granted the legal right to schedule a shipment, transport service on the said goods as contained in the Shipment Invoice
* All items to be transported will be completely and accurately marked to enable identification of the contents without opening any shipping or storage containers. vi. Lorry Logistics Limited assumes no liability to the Customer or to any other person for any loss or expense due to the failure of the Customer to duly comply with this provision. The onus of laying facts and evidence to proof the quantity, type, quality, composition and the condition of the goods at the point/time of the receipt by the approved Lorry Logistics Limited Agent/and or Carrier shall at all times remain with the Customer, and no delivery note, or any form of writing or other document furnished or signed at such time by or on behalf of the approved Lorry Logistics Agents/and or Carrier shall constitute conclusive proof.
* The approved LLL’s agent properly reserves the right to inspect the goods (with reasonable care) without prior notice to the Customer, which includes the right to open and examine the goods. The Agent shall ensure the inspection of the goods to the reasonable limit with a 100% confirmation of the status and condition of the

goods received from the Customer, the inspection which acknowledges the alleged condition of the goods before departure at the point of collection Carrier.

* Customers are to within 7 working days upon notification of the arrival of goods at the destination, pick up their goods at the approved LLL’s Agent warehouse, failure of which attracts a continuous fine to be determined as the company’s discretion

**(per day)** until the same is picked up by the Customer at the approved LLL’s agent warehouse. In the event that the Customer defaults to pick up goods after the expiration of 30 days and after notification to the customer to pick the same at the approved LLL’s agent warehouse in that geographical location, the Company reserves the right to keep the same in a deep room and where the Customer writes a letter or approach to pick up the goods after the expiration of 30 days, the company reserves the right to charge a consideration for the release of the same as it deems appropriate taking into consideration the value, risk and security that accrue on the said good. This however is without prejudice to the accrued continuous fine determined at the company’s discretion **(per day up)** till the final date of pick up by the Customer.

* In the case of perishable goods which are not picked up immediately upon arrival at their destination or which are not properly or insufficiently marked or otherwise not identifiable, the same may be disposed of without prior notice to the Customer.

1.1.8 Company Obligations

* The company will provide the Services in a professional and efficient manner ii. The company will use reasonable care in handling and transporting the Customer’s goods.
* The company will comply with all the applicable laws and regulations related to the provision of the Services.
* The company shall make every effort to deliver within the advertised time, however, the company shall not be held liable for any loss incurred as a result of late deliveries that occurred by an act of force majure.

1.1.9 Insurance

i. The Customer is responsible for obtaining insurance coverage for the goods being transported. ii. The company may offer insurance services at an additional cost upon the Client’s request.

1.1.10 Claims

i. Any claims for damage or loss to goods, must be submitted in writing to the company within 7 days of delivery or in the case of delay or non-delivery of goods,

14 days ii. The company will investigate the claim and respond within 30 working days upon the receipt of the written notice by the customer

1. Where no written notice is delivered and received by the company within the stipulated days in Clause I and II above, such claims shall be deemed to be waived.
2. Acceptance of goods by the recipient without noting the damage on the delivery shall be conclusive evidence that such goods were delivered in good condition and without damage.
3. The filing of a written notice for claim does not relive the customer from making any necessary due payment as payment is a condition precedent to process a claim. No claim will be reviewed until all the shipping and related charges have been paid and the receipt of payment confirmed by LLL.
4. The company shall only be liable for direct loss and damage only and this shall be limited to the declared value of the shipment as stated on the shipping document. All other types of loss or damage are excluded and this includes but is not limited to lost profits, income, interest, and future business.
5. The company shall not be liable for any loss or damage that is special or indirect, even if the risk (financial or otherwise) associated with such loss or damage was communicated directly or indirectly to the Company before or after acceptance of the shipment.
6. Claims are limited to one claim per shipment, settlement of which shall be full and final settlement for all loss or damage in connection therewith.
7. All written notice for claim shall be submitted to the company’s email address at

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1.1.10.1 Termination

The company may terminate if the company determines that the continued provision of services would violate applicable laws.

1.1.10.2 Dispute

* 1. In any case of dispute arising from the shipment, parties shall make recourse to an amicable resolution of such dispute through negotiation. Where it is found that parties are unable to reach an amicable settlement through negotiation, parties shall jointly appoint a sole arbitrator to arbitrate on the matter, where the dispute still lives, such shall then be referred to the Multi Door Courthouse for mediation which shall be conducted in accordance to the Mediation Procedure Rules.
	2. These terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

1.1.10.3 General terms

* 1. These terms constitute the sole records of the agreement between the parties. The Carrier shall not be bound by any express or implied term, representation, warranty or promise or the like not recorded therein.
	2. No relaxation or indulgence which the carrier may grant to the shipper shall constitute a waiver of the rights of the carrier regardless of when it arose.

1.1.10.4 Amendments

Any amendments to these Terms and Conditions will be notified to the customer, carrier/and or agent by means of a notice listed on Lorry Logistics Limited online platform. These amendments shall be deemed valid and approved by the customer, carrier/and or agent unless objections thereto have been lodged with Lorry Logistics Limited in writing or by any means approved by Lorry Logistics Limited. The customer’s objection must be made known to Lorry Logistics Limited within one month from notification of the amendments. Any terms and conditions proposed by Customer, Carrier/and or Agent which are additional or inconsistent with the terms and conditions herein expressly stated shall be null and void, expect wherein the same is approved by Lorry Logistics Limited in writing, signed by Lorry Logistics Limited duly authorized representative.

 **CARRIERS.**

**INTRODUCTION**

**This Agreement** is made and entered into by “Lorry Logistics Limited” and “customers, enrolled carriers and agents”. The purpose of this Agreement is to set forth the scheduled terms and conditions which apply to all goods/shipments received by the carriers and agents for transportation from LLL’ customers. The Agreement shall become binding when accepted by Carrier/Agent either by acknowledgment or performance by Carrier/Agent. By using our Services, the Customer agrees to comply and be bound by these terms. These terms and conditions are subject to change at LLL’s sole discretion. Enrolled carriers hereinafter referred to as carriers.

 Due notice on any modifications to these terms and conditions shall be communicated to all parties via the LLL official platform.

**DEFINITIONS**

* 1. **Carrier:** A legal person properly registered with LLL on the approved platform to transport shipments.
	2. **Platform:** The online platform of LLL accessible via <https://lorry.ng> and its subdomain, including the mobile application on authorized platforms e.g. Google Play Store and Apple App Store.
	3. **Company:** Hereinafter company refers to LLL
	4. **Third party:** This hereinafter refers to an unenrolled carrier.
	5. **Agent:** A legal person in charge of a warehouse responsible for receiving goods/shipment from LLL carriers and dispatching to other agents/customer.
	6. **Customer:** A legal person paying for the logistic services of LLL.
1. **REPRESENTATONS AND WARRANTIES**
	1. **Valid and up-to-date vehicle documents:** By agreeing to this contract, the carrier is representing that he has valid vehicle documents such as a driver’s license and vehicle particulars. Any misrepresentation pertaining to this willattract appropriate sanctions from the company at its discretion.
	2. **Roadworthy vehicles:** The carriers must ensure that their vehicles are in a very good conditions for transport purposes. This condition must be maintained at all times.
	3. **Standard means of communication:** Carriers must at all times maintain communication with both the company and the agents via the platform, phone calls and text messages.
	4. **Non-delegation:** Carriers warrant that they would not sub-contract or assign shipments/goods given to them for transportation to another.
	5. **Notification:** Carriers shall notify the company immediately if for any reason they are rendered inactive.
2. **OBLIGATIONS**

* 1. **Delivery:** The Carrier is responsible for the delivery of shipments from one warehouse/agent to another. The carriers have fulfilled their responsibility the moment they deliver the goods or article from the picking point to the specified location or address. The carrier is to strictly abide by the delivery period specifications
	2. **Reasonable care:** The carriers have the responsibility of reasonable care of the goods while in transit. The carrier must maintain cleanliness and properly handle goods received for transporting.
	3. **Non-delegation:** The carrier must not delegate to a third party the duty of transporting the shipments from one location to the other.
	4. **Adherence to rules and regulations:** Strict adherence to company rules and regulations as well as governmental rules and regulations regarding the provision of logistic services is mandatory for all carriers.
	5. **Duty of inspection:** The carrier has the duty to inspect goods/shipments to ascertain that the condition is in accordance with the given specification or description.
1. **RIGHTS**

* 1. **Discretion:** The carrier can exercise an absolute discretionary role as to the route to follow in delivering the goods to the designated destination. The carrier has the freedom to navigate his way to the destination depending on the suitability at that particular point in time.
1. **LIABILITIES**
	1. **Late delivery:** Carriers who deviate from specified delivery schedule shall be subject to penalties stipulated by the company. Repetition of such actions shall lead to termination of the contract.
	2. **Delegation:** The carrier is at no point in time allowed to delegate his work. In a situation where he is found to have hired a sub agent, he is personally liable for the actions of the sub agent as well as any loss/damage as a result of the sub-agent’s actions. Also, such an action will lead to termination/forfeiture of contract.
	3. **Negligence:** The carrier will be liable for every loss or damage of the goods in his possession due to his own negligence.
2. **OBLIGATIONS OF THE COMPANY**
	1. Delivery of goods to carrier for transportation to agents.
	2. Communication of delivery schedule.
	3. Provision of company rules and regulations for carriers.
	4. Remuneration
3. **NON-EXCLUSIVE AGREEMENT**

The carriers who agree to this terms and conditions do not provide their services exclusively for the company.

1. **TERMINATION**

Carriers who decide to terminate their contracts with the company must notify the company following due process.

**AGENTS.**

1. **REPRESENTATIONS AND WARRANTIES**
	1. **Ownership and authority:** Agents represent and warrant that they are the legal and rightful owners or occupiers of the warehouse facilities being offered for logistics services under this agreement and have full authority to enter into this agreement.
	2. **Compliance with laws:** Agents represent that all governmental rules and regulations and industry standards have been complied with**.**
	3. **Non-infringement:** Agents represent and warrant that the use of the warehouse facilities for the purpose of this agreement does not and will not infringe upon or violate the rights of any third party, including but not limited to property rights or any intellectual property rights.
	4. **No legal impediments:** Agents represent and warrant that there are no ongoing or pending legal actions, claims, or disputes that could affect their ability to fulfill the obligations under this agreement.
	5. **Condition of warehouse:** Agents represent and warrant that their warehouse is structurally sound, well-maintained, and suitable for the storage of goods/shipment. This means that the facilities are free of hazardous materials and have proper ventilation, lighting, and security systems in place to ensure the protection of goods stored.
	6. **Standard means of communication:** Agents must maintain good communication with the carriers for the purpose of transferring and receiving goods/shipment from the carriers as the scheduled at that point in time.
	7. **Inspection:** Agents represent by agreeing to these terms and conditions that they are subject to inspection checks at the discretion of the company.
	8. **Notification:** Agents shall notify the company immediately if for any reason they are rendered inactive.
2. **OBLIGATIONS OF THE COMPANY**
	1. **Remuneration**
	2. **Provision of company rules and regulation**
	3. **Insurance for Stored Goods:** The Company shall maintain adequate insurance coverage for the goods stored in the warehouse. Such insurance shall cover potential damages, losses, or theft of goods and must be maintained throughout the duration of the logistics agreement. Agents will not be held liable for any damages or losses not covered by such insurance.
	4. **Delivery and dispatch schedule**: The Company shall provide Agents with reasonable notice regarding any scheduled deliveries, shipments, or dispatch of goods. This ensures proper coordination.
3. **OBLIGATIONS OF THE AGENT**
	1. **Reception of goods:** The agents have the general obligation to receive, keep the goods safe till in the warehouse when it shall be picked up again.
	2. **Inspection of Goods:** The agent must inspect every goods/shipment brought into the warehouse, ensuring that the current condition of the goods at the point of delivery and reception by him corresponds with the exact feature and condition specified in the goods description. This is to help the agent to discover changes in the condition of the goods and immediately disclaim his liability for the change in condition of the goods/shipment in question.
	3. **Security:** The agent is responsible for ensuring the overall security of the warehouse and the goods stored within it at all times.
	4. **Duty of Care:** The agent must exercise reasonable care to protect the goods while they are in their custody. The agents takes role of care over goods/shipment from the time that he receives such goods/shipment.
	5. **Acknowledgement movement goods/shipment movement:** The agent must take note of goods that are being brought or picked up in the warehouse from time to time to maintain accuracy.
	6. **Record keeping:** The agent has the responsibility to keep good record of every goods/shipment in the warehouse from time to time. The agent must update the record regularly in every transaction that takes place in the warehouse. This include records of goods dispatched and records of goods received for storage.
	7. **Confidentiality and Data Protection:** The Agent shall ensure that any confidential information regarding the Company’s operations, business, or security protocols is kept secure and not disclosed to third parties without prior written consent. This also includes the data of customers of the Company.
4. **RIGHTS OF THE AGENT**
	1. **Indemnification**
	2. **Inspection**
5. **LIABILITIES OF THE AGENT**
	1. **Default in dispatching of goods**: The agent shall be liable for any late dispatching or refusal to dispatch the goods at the specified time.
	2. **Negligence and omission**: The agent shall take responsibility of the damage of goods emanating from his failure to run proper check on the goods brought to the warehouse.
	3. **Late dispatching:** The agent shall be liable for any loss or damage resulting from lateness in dispatching or refusal to dispatch the goods at the specified timethat he goods/shipment is meant to be dispatched.
	4. **Liability for damage during storage period:** The agent shall take responsibility for the damage of goods emanating from his failure to keep the warehouse conducive for the storage of goods/shipment. The agent is to exercise safety measures to ensure safe storage of the goods/shipment kept in his custody (warehouse).
	5. **Default in record keeping:** The agent will be liable for any loss/damage resulting from his failure to keep proper record of the goods/shipment received and dispatched in the warehouse. LLL will not assume responsibility for any loss/damage emanating from improper/faulty record keeping by the agent.
6. **TERMINATION**

Agents who decide to terminate their contracts with the company must notify the company following due process.

1. **EXCLUSIVE AGREEMENT**

Agents by agreeing to these terms and conditions have entered into an exclusive contract with the company. Thus, implying that Agents cannot enter into similar agreements with third parties.