

## 1. Agreement Interpretation

These Terms and Conditions (hereinafter referred to as the “Agreement”) constitute a legally binding contract between Ransam Logistics Limited (hereinafter “Ransam”) and the Customer. By engaging Ransam’s services, the customer acknowledges and accepts these terms in their entirety. Any deviation from the stipulations set forth herein shall be expressly stated in writing and mutually agreed upon by both parties.

## 2. Scope of Services

Ransam shall provide a comprehensive range of logistics services, including but not limited to customs clearance, freight forwarding, transportation, and warehousing. The precise services to be rendered shall be as detailed in the Customer’s order and confirmed in writing prior to commencement. Ransam reserves the right to modify the scope of services to meet operational requirements without detracting from its core obligations under this Agreement.

## 3. Commencement of Services

The provision of services shall commence only upon receipt of explicit written confirmation from the Customer, which may include the Customer’s acceptance of the quotation and the issuance of an invoice (either partially or in full), or upon receipt of a duly signed agreement by the Customer. Any work or operations undertaken by Ransam prior to this formal commencement shall be executed solely at Ransam’s discretion, and such commencement shall constitute the Customer’s acceptance and binding agreement to all terms and conditions contained herein.

## 4. Customer Obligations

The Customer shall provide all necessary information, documentation, and cooperation as reasonably required by Ransam to facilitate the efficient and timely delivery of services. Failure to provide such information or to meet stipulated deadlines may result in delays or disruptions, for which Ransam shall not be held liable. It is the Customer’s responsibility to ensure that all details provided are complete and accurate.

## 5. Liability Limitation

Ransam’s liability for any damages, losses, or injuries arising from the provision of services shall be limited to the maximum extent permitted under applicable Kenyan law. Under no circumstances shall Ransam be liable for any indirect, consequential, or punitive damages. In all cases, the aggregate liability shall not exceed the total amount paid by the Customer for the services giving rise to the claim.

## 6. Indemnity

The Customer agrees to indemnify, defend, and hold harmless Ransam, its officers, employees, and agents from any claims, losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or relating to the Customer’s breach of this Agreement, negligence, or willful misconduct. This obligation shall survive termination or expiration of this Agreement.

## 7. Payment Terms

All services provided by Ransam are subject to the payment terms set forth in the Customer's order or quotation. The Customer agrees to remit payment promptly (in full or in installments as agreed) upon invoicing. Failure to comply with the payment schedule may result in the suspension or termination of services until outstanding amounts are settled.

## 8. Refund Policy

If services have not commenced, the Customer shall be entitled to a full refund upon cancellation. However, once services have commenced, if the Customer elects to cancel the services, Ransam shall charge the Customer administrative charges in addition to any applicable fees, and less admin charges refund shall be issued. In cases where services are delayed or not rendered through no fault of Ransam, a refund (less administrative charges) may be processed within seven (7) working days upon the submission of a formal refund request by the Customer.

## 9. Force Majeure

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control (Force Majeure), including but not limited to natural disasters, war, terrorism, strikes, pandemics, or governmental actions. In such events, the affected party shall be entitled to a reasonable extension of time for performance under this Agreement.

## 10. Termination of Services

Ransam reserves the right to terminate or suspend services immediately, with or without prior notice, if the Customer fails to comply with any provision of this Agreement or engages in fraudulent or unlawful conduct. Upon termination, the Customer shall remain liable for payment of all services rendered up to the effective date of termination.

## 11. Delivery and Risk Transfer

Risk of loss or damage to goods shall transfer to the Customer upon delivery to the Customer or its designated agent. Ransam shall not be liable for any loss or damage incurred after delivery, except where expressly provided herein. The Customer is advised to inspect all goods upon receipt and notify Ransam of any discrepancies within 48 hours.

## 12. Shipment Tracking

Ransam will provide shipment tracking information as a courtesy; however, it does not guarantee the accuracy, completeness, or timeliness of the tracking data. The Customer shall rely on such information at its own risk, and Ransam shall not be held liable for any errors or delays associated with shipment tracking.

## 13. Customer-Provided Documentation

The Customer is solely responsible for providing all documentation required for customs clearance, transportation, and delivery of goods. While Ransam may assist with documentation preparation, it shall not be held liable for any errors or omissions in documents provided by the Customer.

#### 14. Customs Compliance

The Customer warrants that all goods shipped comply with the applicable customs regulations of both the country of origin and the destination country. Any penalties, fines, or confiscations resulting from non-compliance shall be borne solely by the Customer, and Ransam shall not be liable for such outcomes.

#### 15. Authorized Representatives

The Customer shall designate authorized representatives to act on its behalf in connection with this Agreement. The Customer is responsible for the actions or omissions of its designated representatives, and Ransam shall not be held liable for any consequences arising from such actions.

#### 16. Confidentiality and Data Protection

Both parties agree to keep confidential all information disclosed during the term of this Agreement, including commercial, financial, and technical data. Each party shall take reasonable measures to prevent unauthorized access to such information and shall comply with applicable data protection laws.

#### 17. Shipment Routing and Delivery

Ransam shall select the most appropriate and cost-effective shipping routes for the transport of goods. The Customer acknowledges that specific routing may vary from the Customer's instructions unless otherwise agreed in writing, and any such modifications may incur additional charges.

#### 18. Warranty Disclaimer

Ransam provides its services "as is" and disclaims any and all warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose. No warranty is given regarding the accuracy, completeness, or performance of the services unless explicitly stated in writing.

#### 19. Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the parties shall first endeavor to resolve the matter amicably through direct negotiation. Should such negotiation fail, the dispute shall be resolved in accordance with the laws of Kenya by submitting to the exclusive jurisdiction of the courts of Nairobi.

#### 20. Limitation of Liability

Under no circumstances shall Ransam be liable for any indirect, special, incidental, or consequential damages (including loss of profit or business interruption) arising out of or in connection with this Agreement, regardless of whether such damages were foreseeable. The total liability of Ransam shall be limited to the amount paid by the Customer for the service directly giving rise to the claim.

## 21. Amendments to Terms

Ransam reserves the right to amend these Terms and Conditions at any time by providing written notice to the Customer. Continued use of the services after such amendments constitutes the Customer's acceptance of the revised terms.

## 22. Force Majeure Clauses

If either party is unable to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, strikes, or other unforeseeable circumstances, neither party shall be held liable. In such cases, the affected party shall be entitled to a reasonable extension for performance.

## 23. Anti-Bribery and Anti-Corruption

Both parties agree to comply with all applicable anti-bribery and anti-corruption laws. Ransam strictly prohibits bribery or any form of unlawful inducement and requires the Customer to adhere to the same standards in all business dealings.

## 24. Environmental Impact

Ransam is committed to conducting its business in an environmentally responsible manner. The Customer agrees to cooperate with Ransam in implementing sustainable practices, such as the use of recyclable materials and measures to reduce the environmental footprint of shipments.

## 25. Compliance with Regulatory Authorities

Both parties shall comply with all applicable laws, regulations, and guidelines relating to customs, import/export, and transportation. Ransam shall not be liable for any legal penalties, fines, or delays incurred as a result of the Customer's failure to comply with such regulations.

## 26. Record Retention and Access

Ransam shall retain all records related to the services provided for a minimum period of three (3) years from the date of service. The Customer may request access to such records for verification purposes, subject to reasonable notice and applicable data protection laws.

## 27. Customer's Right to Terminate

The Customer may terminate this Agreement by providing written notice to Ransam. In the event of termination, the Customer shall be responsible for payment for all services rendered up to the date of termination. No refund shall be provided for services already commenced unless otherwise agreed in writing.

## 28. No Assignment or Subcontracting

The Customer shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of Ransam. Any unauthorized assignment or subcontracting shall constitute a breach of this Agreement and may result in immediate termination of services.

## 29. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Nairobi, Kenya, and the parties hereby consent to such jurisdiction.

## 30. Indemnity for Damages

The Customer agrees to indemnify and hold harmless Ransam, its officers, employees, and agents from any claims, losses, damages, liabilities, costs, or expenses (including legal fees) arising out of or in connection with the Customer's actions or omissions, including any claims for damages to goods, breach of contract, or non-compliance with applicable regulations.

## 31. Waiver of Claims

The Customer agrees that any claims for damages or losses must be submitted within the timeframes specified in this Agreement. Failure to notify Ransam in writing within the stipulated period shall result in the waiver of any such claims. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision.

## 32. Representation and Warranties

The Customer represents and warrants that it has the legal capacity and authority to enter into this Agreement and shall not use Ransam's services for any unlawful purposes. The Customer further warrants that all information provided to Ransam is true, complete, and accurate, and agrees to promptly update such information if there are any material changes.

## 33. Delivery Delays

Ransam shall not be held responsible for any delays in the delivery of goods caused by factors beyond its control, including transportation disruptions, adverse weather conditions, strikes, or customs delays. The Customer acknowledges that estimated delivery times are provided for guidance only and may be subject to change.

## 34. Export and Import Restrictions

The Customer is responsible for ensuring that the goods to be shipped comply with all applicable export, import, and transportation laws and regulations. Ransam reserves the right to refuse or suspend services if the goods are found to violate any such restrictions.

## 35. Use of Third-Party Providers

Ransam may utilize third-party providers to perform certain services, including transportation and customs clearance. The Customer agrees that Ransam shall not be held liable for any acts or omissions of such third parties and that the Customer shall indemnify Ransam for any claims arising therefrom.

### 36. Compliance with Health and Safety Standards

The Customer shall ensure that all goods shipped comply with the relevant health and safety standards. Ransam shall not be liable for any harm, injury, or damage arising from the shipment of goods that do not meet these standards. The Customer assumes full responsibility for any consequences arising from non-compliance.

### 37. Subcontracting of Services

Ransam reserves the right to subcontract any portion of the services provided under this Agreement to qualified third- party service providers. Notwithstanding any such subcontracting, Ransam remains fully responsible for the overall performance and quality of the services rendered.

### 38. Restriction of Liability for Non-Performance

In the event that Ransam is unable to perform its obligations under this Agreement due to unforeseen circumstances, including force majeure events, Ransam's liability shall be limited solely to the refund of any amounts paid for services not rendered. Under no circumstances shall Ransam be liable for any additional damages or losses.

### 39. Non-Compete and Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and confidential information disclosed during the term of this Agreement. The Customer further agrees not to engage in any activities that directly compete with Ransam's business, including the use of any proprietary information obtained during the provision of services, for a period of one (1) year following the termination of this Agreement.

### 40. Additional Charges for Special Handling

In cases where goods require special handling (such as hazardous materials, temperature-sensitive items, or oversized), Ransam reserves the right to levy additional charges. The Customer agrees to pay such charges promptly upon invoicing and acknowledges that special handling requirements may affect delivery times and overall costs.

### 41. Monitoring and Auditing of Services

Ransam reserves the right to conduct periodic audits and monitoring of the services provided under this Agreement to ensure compliance with its terms. The Customer agrees to provide reasonable access to all pertinent records and documentation upon request. Such audits shall be conducted without undue disruption and at no additional cost unless otherwise agreed in writing.

#### 42. Dispute Resolution Process

In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the matter amicably through direct negotiation. Should such negotiation fail, the dispute shall be submitted to mediation, and if necessary, to binding arbitration in accordance with the applicable laws of Kenya, with proceedings held in Nairobi.

#### 43. Severability of Clauses

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid and enforceable provision that most nearly reflects the intent of the original clause.

#### 44. Insurance Coverage

Ransam does not provide insurance coverage for goods in transit. The Customer is responsible for obtaining appropriate insurance (e.g., marine insurance) to cover the goods during transportation. Ransam shall not be held liable for any loss, damage, or theft of goods, except where such loss arises directly from its negligence.

#### 45. Ownership of Goods

The Customer warrants that it is the legal owner of the goods or has the proper authority to ship and transport the goods under this Agreement. Ransam shall not be obligated to verify ownership, and the Customer shall indemnify Ransam against any claims arising from the shipment of goods without proper legal authority.

#### 46. Restrictions on Content of Goods

The Customer agrees not to ship any prohibited, restricted, or illegal items through Ransam's services. This includes dangerous goods, illegal substances, counterfeit products, or any items that infringe on intellectual property rights. Ransam reserves the right to refuse any shipment that contains such items.

#### 47. Customer's Right to Inspection

The Customer shall have the right to inspect the goods prior to shipment or upon delivery. If the Customer elects to inspect the goods, it must notify Ransam in writing prior to shipment. Ransam shall not be liable for any damage occurring after the Customer has inspected and accepted the goods.

#### 48. Payment in Foreign Currency

Payments for services may be required in foreign currency depending on the country of origin or destination of the goods. The Customer agrees to bear any additional costs incurred as a result of foreign exchange conversion fees and charges levied by financial institutions.

#### 49. Taxes and Duties

The Customer shall be solely responsible for any taxes, duties, or levies imposed on the goods during customs clearance or upon arrival in the destination country. Ransam shall not be liable for any failure by the Customer to pay these charges, and such obligations shall remain the sole responsibility of the Customer.

#### 50. Duration of Agreement

This Agreement shall remain in full force and effect until all services have been completed and all obligations satisfied, unless terminated earlier in accordance with its provisions. Either party may terminate the Agreement in writing, subject to any penalties or conditions specified herein.

#### 51. No Partnership or Agency

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between Ransam and the Customer. Each party shall operate as an independent entity and shall have no authority to bind the other party except as expressly provided herein.

#### 52. Notifications

Any notices, requests, or communications required or permitted under this Agreement must be in writing and shall be deemed duly given when delivered in person, by certified mail, or by email to the addresses designated by the parties. Such communications shall be effective upon receipt.

#### 53. Customer's Non-Disclosure Obligations

The Customer agrees not to disclose any confidential or proprietary information regarding Ransam's operations, strategies, or trade secrets without the express written consent of Ransam, except as required by law. This obligation shall continue during and after the term of this Agreement.

#### 54. Governing Language

This Agreement has been drafted in the English language. All communications, notices, and interpretations arising under this Agreement shall be conducted exclusively in English. In the event of any conflict between language versions, the English version shall prevail.

#### 55. No Waiver of Rights

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision in the future. Any waiver must be made in writing and signed by the party granting such waiver.

#### 56. Ownership of Intellectual Property

All intellectual property rights, including trademarks, patents, copyrights, and other proprietary rights associated with the services provided by Ransam, shall remain the sole property of Ransam. The Customer shall not use any of Ransam's intellectual property without prior written authorization.



#### 57. Termination for Non-Compliance

In the event that the Customer fails to comply with any provision of this Agreement, Ransam reserves the right to terminate this Agreement immediately without liability. All outstanding amounts for services rendered up to the date of termination shall become immediately due and payable.

#### 58. Third-Party Rights

This Agreement is for the sole benefit of the parties hereto and does not confer any rights or benefits upon any third party. No person or entity other than the Customer and Ransam shall have any right to enforce any term of this Agreement.

#### 59. Complete Agreement

This Agreement constitutes the entire understanding between Ransam and the Customer with respect to its subject matter, superseding all prior agreements, communications, and representations, whether oral or written. No modification shall be effective unless in writing and signed by both parties.

#### 60. Data Retention Policy

Ransam shall retain all records and data relating to the Customer's transactions and services for a minimum period of five (5) years from the date of service. The Customer may request access to these records, subject to applicable data protection regulations.

#### 61. Legal Compliance

The Customer agrees to comply with all applicable local, national, and international laws, regulations, and standards relating to transportation, customs, and shipment of goods. Ransam shall not be responsible for any legal issues or penalties arising from the Customer's failure to comply with such laws.

#### 62. Limitation on Customer's Claims

The Customer agrees that any claims for damages or compensation arising out of the services provided by Ransam must be submitted within a reasonable timeframe, and in no event shall such claims exceed the total amount paid for the service in question. Claims made after the expiration of the specified period shall be deemed waived.

#### 63. Additional Terms for Special Services

Any additional or specialized services requested by the Customer, such as expedited shipping or temperature-controlled transportation, may be subject to separate terms and conditions and additional charges. Such terms shall be provided in writing prior to the commencement of those services.

#### 64. Shipping Time Estimates

While Ransam endeavors to meet the estimated shipping and delivery times, these estimates are subject to change due to unforeseen circumstances, including customs delays, transport disruptions, and adverse weather conditions. Ransam shall not be held responsible for any delays beyond its control.

#### 65. Ownership of Packaging Materials

Any packaging materials provided by Ransam are intended for one-time use only. The Customer agrees not to reuse or resell such materials. Ransam shall not be liable for any loss or damage resulting from the improper use or reuse of packaging materials.

#### 66. Application of Rates

The rates for services are subject to change without prior notice, except where explicitly agreed in writing. The Customer shall be notified of any rate changes prior to the provision of future services and agrees to pay the updated rates accordingly.

#### 67. No Liability for Delay in Customs

Ransam shall not be held liable for any delays caused by customs procedures, inspections, or regulatory processes in either the country of origin or destination. The Customer is advised to account for potential customs delays in its planning.

#### 68. Export License Responsibility

The Customer is responsible for obtaining all necessary export licenses, permits, or approvals required for the shipment of goods. While Ransam may assist in the process, it shall not be held liable for any failure to secure such licenses or permits.

#### 69. Governing Jurisdiction

Any dispute arising under or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya. The parties agree to submit to the exclusive jurisdiction of the courts of Nairobi, Kenya.

#### 70. Invalidity of Specific Clauses

If any clause of this Agreement is found to be illegal, invalid, or unenforceable, such clause shall be severed and the remainder of the Agreement shall remain in full force and effect. The parties agree to negotiate in good faith a replacement clause that most nearly reflects the original intent.

#### 71. Conflict of Interest

Both parties shall promptly disclose any actual or potential conflicts of interest that might arise in connection with the performance of this Agreement. In the event a conflict of interest is identified, the parties agree to work together in good faith to resolve the issue.

#### 72. Duty of Good Faith

Both parties undertake to perform their respective obligations under this Agreement in good faith and with due diligence. Any act of bad faith, including deceit or misrepresentation, shall be considered a breach of this Agreement.

### 73. Entirety of Agreement

This document constitutes the entire Agreement between Ransam and the Customer with respect to the subject matter herein, superseding all prior agreements, communications, and understandings, whether oral or written. No modification shall be effective unless in writing and signed by both parties.

### 74. Governing Language

This Agreement has been executed in the English language, and all notices, communications, and interpretations relating thereto shall be in English. In the event of any discrepancies, the English version shall prevail.