



## CENTRE POINT LOGISTICS ('CPL')

# STANDARD TERMS AND CONDITIONS FOR SERVICES PROVIDED IN THE UNITED ARAB EMIRATES

VERSION No. 3/2015

*Any Services provided by CPL (including any advice or information offered) are subject to these terms and conditions (as amended from time to time)(the '**Terms and Conditions**').*

*Acceptance of Services from CPL by the Customer shall constitute acceptance of these Terms and Conditions.*

*No amendment or modification of these Terms and Conditions shall be effective unless either confirmed in writing by a duly authorised representative of CPL or as posted from time to time on the CPL website at [www.cpluae.com](http://www.cpluae.com) .*

## 1. DEFINITIONS

'CPL' means any or all of the following entities which supply Services to a Customer:

1. Centre Point Logistics LLC, a limited liability company registered in Jebel Ali Free Zone in the Emirate of Dubai in the United Arab Emirates (the 'UAE') with its principal address at PO Box 262443 in Jebel Ali Free Zone ('JAFZ') Dubai, UAE;
2. Centre Point Logistics DWC-LLC, a limited liability company registered in Dubai World Central Free Zone in the Emirate of Dubai in the UAE with its principal address at PO Box 262443 in JAFZ, Dubai, UAE;
3. Centre Point Logistics (Sharjah) FZC, a Free Zone company registered in Hamriyah Free Zone in the Emirate of Sharjah in the United Arab Emirates (the 'UAE') with its principal address at PO Box 52976, Hamriyah Free Zone, Sharjah, UAE

'Customer' means any person or entity to whom CPL provides Services.

'Force Majeure' means any circumstances beyond the reasonable control of CPL including (without limitation), Acts of God, independent acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, robbery, hijack, flood, fire, severe weather conditions (including but not limited to sandstorms, hail and earthquakes and other natural disasters), epidemics, industrial disputes, embargoes and sanctions, delays attributable to customs authorities and accidents that are not caused by the willful neglect or default of CPL;

'Owner' means the owner of Products to which any Services provided under these Terms Conditions relate and the consignee or any other person or entity who is or may become interested in or in possession or entitled to possession of them.

'Products' means Products in relation to which CPL provides the Services to the Customer.

'Services' means the provision of logistics, transport and administrative services for Products in accordance with these Terms and Conditions.

'Yard' CPL premises in the UAE

## 2. OBLIGATIONS OF CPL

2.1. All offers and quotations issued by CPL are for information purposes only and shall not be binding on either CPL or the Customer until

these are either confirmed in writing by CPL (the 'Binding Quotation'); or (where CPL provides Services with immediate effect), the posting of CPL's invoice.

- 2.2. CPL shall have full discretion in accepting or rejecting any request for Services by a Customer notwithstanding that it may have accepted a request for such Services from the Customer in the past.
- 2.3. CPL shall be entitled to enter into written agreements with the Customer for the provision of the Services in addition to the Binding Quotation and these Standard Terms and Conditions (the 'Customer Agreement').
- 2.4. Where there is an inconsistency between the terms of the Binding Quotation and/or the Customer Agreement with these Terms and Conditions, the terms of the Binding Quotation and/or the Customer Agreement shall prevail.
- 2.5. CPL shall have the right to terminate any Binding Quotation and/or Customer Agreement for convenience by providing one month's written notice to the Customer.
- 2.6. Modification or waiver by CPL of any of these Terms and Conditions (whether in the Binding Quotation and/ or the Customer Agreement or otherwise) in respect of the Services provided to a Customer shall not constitute modification or waiver in respect of any future requests for Services by the Customer.
- 2.7. CPL shall be entitled to provide the Services and to perform any of its obligations hereunder by itself or by its parent, subsidiary or associated companies, or by any other person, firm or company carrying out logistics services. Any contractual arrangement to which these Terms and Conditions apply is made by CPL on its own behalf, and also as agent for and on behalf of any such parent, subsidiary or associated company and any such company shall be entitled to the benefit of these Terms and Conditions.
- 2.8. CPL shall not be obliged to arrange for Products to be carried, stored or handled separately from Products of other Customers.

## 3. OBLIGATIONS OF THE CUSTOMER

- 3.1. The Customer warrants that the description and particulars of any consignments of Products furnished by or on behalf of the Customer to CPL and in respect of which CPL will perform Services will be accurate at all material times.
- 3.2. The Customer warrants that it will at all times be

in compliance with all applicable import and export laws, rules and regulations (including but not limited to those under the Applicable Law and the countries of export and import of the Products).

- 3.3. The Customer will undertake full responsibility and liability for the due completion and finalization of all import and export customs clearance procedures for Products in accordance with the applicable national laws of the Emirate of Dubai and the Federal Laws of the UAE (the '**Applicable Law**') and in accordance with the regulatory requirements and regulations of the respective port of import and export of the Products in the UAE (including but not limited to the Jebel Ali Port and Customs Authorities and other Free Zone authorities).
- 3.4. In particular and for the avoidance of doubt, CPL shall not be cited as consignee (or otherwise referred to) in the preparation of any import or export documentation (including but not limited to bills of lading) and all responsibility for import and export arrangements will accordingly be made by and on behalf of the Customer and/or the Owner in accordance with the Applicable Law.
- 3.5. The Customer undertakes to indemnify CPL against all losses, damages, expenses and fines arising from any failure by the Customer to comply with this Clause 3.
- 3.6. Subject to completion of all customs and regulatory requirements governing the import and export of Products as further set out in Conditions 3.1 to 3.4 above, CPL may if required and as per the Binding Quotation and/or the Customer Agreement arrange and provide transport for Products from the port of entry of the Products into the UAE to the Yard and from the CPL Yard to the port of exit of the Products from the UAE.

#### 4. LIMITATION OF LIABILITY

- 4.1. CPL shall not be liable to the Customer or Owner:
  - a. for loss or damage caused by any failure to carry out (or negligence in carrying out) the Customer's or Owner's instructions or by any failure to perform (or negligence in performing) CPL's obligations - unless such loss or damage is directly attributable to the willful default of CPL or its servants:
  - b. for any indirect or consequential loss, loss of profits, loss of sales, loss of market, loss of opportunity, loss of goodwill or reputation or any indirect or

consequential loss of any kind under any circumstances and howsoever arising;

- c. for any loss or damage resulting from Force Majeure;
  - d. for any loss or damage arising from insufficient or improper packing or the perishable, hazardous, fragile or brittle nature of the Products;
  - e. for any loss or damage howsoever caused unless such loss or damage is proved to be due to the willful neglect or default of CPL or its servants.
- 4.2. The liability of CPL in respect of any claim, or series of connected claims arising out of the same cause that is not covered by either CPL, the Owner or the Customer's insurance policies shall under no circumstances exceed the entirety of the amount paid or payable by the Customer to CPL in the calendar year in which the claim or first in a series of connected claims occurred.
  - 4.3. Any claim shall be made in writing and notified to CPL within 14 days of the event giving rise to the claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.
  - 4.4. No claim of any kind shall be made against any servant or employee of CPL.
  - 4.5. Other than as set out in Condition 5, no insurance will be effected by CPL except upon express instructions given in writing by the Customer and at the Customer's cost.
  - 4.6. All insurance policies effected by CPL are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. CPL shall not be under any obligation to effect a separate insurance for any Customer.
  - 4.7. Except under special arrangements previously made in writing CPL will not accept or deal with any noxious, dangerous, hazardous or inflammable or explosive Products or any Products likely to cause damage. Should any Customer nevertheless deliver any such Products to CPL or cause CPL to handle or deal with any such Products, he shall be liable for all loss or damage whatsoever caused by or to or in connection with Products however arising and shall indemnify CPL against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and Products may be destroyed or otherwise dealt with at the sole discretion of CPL or any other person in whose custody they may be at the

relevant time. If such Products are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other Products, property, life or health. The expression "Products likely to cause damage" includes Products likely to harbour or encourage disease, vermin or other pests.

- 4.8. Except under special arrangements previously made in writing CPL will not accept or deal with bullion, coins, precious stones, jewellery, valuable antiques, pictures, livestock or plants. Should any Customer nevertheless deliver any such Products to CPL or cause CPL to handle or deal with any such Products otherwise than under special arrangements previously made in writing CPL shall be under no liability whatsoever for or in connection with Products however caused.

## 5. INSURANCE

Each party undertakes to obtain and maintain customary insurance for its assets and liabilities in relation to the provision of the Services.

To the extent permitted by law, the Customer releases CPL, its elected and appointed officials, employees and volunteers and others working on behalf of CPL from any and all liability or responsibility to anyone claiming through or under the Customer by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of CPL, its elected or appointed officials, employees or volunteers or others working on behalf of CPL.

## 6. PRICES

- 6.1. All Products shall be subject to a particular and general lien for monies due to CPL from the Customer. If any monies due from the Customer to CPL are not paid within thirty days of due demand to the Customer, the Products may be detained and be sold by auction or otherwise at the sole discretion of CPL and at the expense of the Customer and the proceeds applied in or towards satisfaction of such particular and general lien.
- 6.2. All sums shall be paid to CPL immediately when due without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off.
- 6.3. CPL shall be entitled to charge a daily penalty rate of AED 500 for late payments of amounts due.
- 6.4. At CPL's discretion, CPL shall be entitled to book payments made by the Customer against

earlier invoices; then against accrued daily penalties and then against the current invoice for the provision of Services by CPL.

## 7. CONFIDENTIALITY, COMPUTER SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Customer and CPL mutually undertake and agree with each other at all times to keep all information which is of a confidential or secret nature (including without limitation any information or know-how of whatever nature) relating to:
- a. products, product composition, forecasts, prices, discounts, handling costs, sales statistics, markets, launches, inventory information, customers, personnel and technical operational and administrative systems; and
  - b. warehousing, distribution, logistics, supply chain management, specifications of any assets or property or computer hardware or software used in relation thereto

which is disclosed (whether in writing, on disk, via telephone lines, or cables, verbally, visually, by inspection of documents, computer systems or sites or by any other means, whether directly or indirectly) to it whether by member of the other party's group of companies worldwide or by any adviser or contractor of the other party or by any other means or which that party may otherwise learn in connection with the provision of the Services (the '**Confidential Information**') in strict confidence and secrecy and not to use or disclose such information to any third party except only as may be necessary and bona fide in connection with the performance of its obligations.

- 7.2. Both parties agree and acknowledge that all copyright, know-how and other intellectual property rights arising in such information as described in Condition 0 vests in and shall remain vested in the disclosing party and it shall have no rights in any of the same and that the provision of such Confidential Information shall not create in favour of the recipient party any rights of ownership therein or license save as expressly set out otherwise in writing.

## 8. APPLICABLE LAW AND JURISDICTION

- 8.1. These Terms and Conditions and any act or contract to which they apply shall be governed by the Applicable Law and any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the Courts of the United Arab Emirates.