
GENERAL CONDITIONS FOR LOGISTIC SERVICES OF MAURITIUS FREEPORT DEVELOPMENT

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DEFINITIONS

'*MFD*' means Mauritius Freeport Development Company Ltd

'*Depositor*' means a client of MFD who has remitted to the latter goods for storage.

'*Depositor transferee*' means any person to whom the whole or part of goods stored by MFD on behalf of a depositor has been transferred upon instructions given by the said depositor to MFD.

'*Depositor transferor*' means any depositor having given instructions to MFD for the transfer of the whole or part of his goods to any other person indicated by him.

'*Warehousing period*' means the period during which the goods are stored.

'*Service Contract*' - means contract entered into between the client and MFD governing specifically their relationship with respect to logistic services which are to be provided by MFD.

'*Rates*' means the rates chart in force at the time the services are invoiced.

'*Special rates*' means the rates indicated in the services contract.

'Transfer fee' means the sum due in case of transfer of goods.

'EDI convention' means Electronic Data Interchange convention

'*Warehousing fee*' means rates

'Special regulation' means regulations set out in the services contract .

'*Goods*' mean the products, equipment, articles of any kind, raw material including handling equipment, container, tray, chassis, packing material remitted by the depositor to MFD.

PREAMBLE

Prior to operating in the Mauritius Freeport, each depositor is bound to have the necessary authorisations.

The present general conditions govern the services to be rendered by MFD to the depositors except for the clauses, set in the services contract or in specific regulations and departing from the said general conditions.

The Depositors shall be deemed to have adhered without any reservation to the present general conditions as a consequence of the mere entrance of their goods in Zone 5 of the Mauritius Freeport or any request to MFD to take charge of their goods wherever the said goods may be.

DEPOSIT OF GOODS

Article 1 : Depositor's declaration - MFD's responsibility

Goods to be deposited with MFD must be accompanied by the Declaration Form issued by the MFA duly filled and approved.

The depositor guarantees the stability of the physical, chemical, organical and biological characteristics of the products. The depositor undertakes to notify MFD of any modification in the manufacture of the products or in their composition, of any modification or the evolution in the characteristics of the products, of any modification in the packing material or handling equipment, of any classification or modification of classification of the products which could occur.

The value declared by the Depositor should be in conformity with the declaration made by the latter to the Authorities (customs or others including MFA) and justified by official documents accompanying the goods.

MFD does not have to verify the veracity of the depositor's declaration regarding the characteristics of the goods but is bound to verify the outward state of the goods at the time the said goods enter the warehouse.

MFD cannot be held liable with regards to the nature, or quality or state of the goods contained in the parcels as declared by the Depositor.

Moreover, MFD dealing only with the Depositor, will not be involved in any dispute with regards to the ownership of the goods

Article 2 : Report as to receipt of goods

On the request of the depositor an entry report shall be remitted to the said depositor following the examination of the goods. The entry report shall state the following:-

- name and address of the depositor.
- the reference number of the entry and its date.
- the nature of the goods declared .
- the custom's nomenclature.
- the number and kind of parcels and their markings or numbers, if any
- the gross weight or the net weight declared or acknowledged.
- the nature of the packing
- the declared value of the goods.
- the number of metric tons of the goods
- date on which goods left the warehouse if for whatever reason, the said date is prior to the date of the report.
- the eventual observations which have given rise to the examination of the goods.

This entry report cannot be construed as a deed of ownership.

Article 3 : Incomplete and erroneous declarations.

Any incomplete declaration concerning, especially the nature, the customs' nomenclature or the value of the deposited goods, entails the liability of the depositor who will bear all consequences either direct or indirect. MFD shall, however, be entitled, subject to the notification described under Article 6, to rectify the declaration with regards to the nature of the goods if it appears that the declaration made by the depositor is incomplete or erroneous.

Where the declaration made by the depositor is erroneous or incomplete MFD shall be entitled, to transfer the goods to an appropriate site, to return the goods to the depositor or to cause the said goods to be destroyed in case the goods cause a risk of contamination or in case the said goods threaten the security of MFD's activities, of its staff or of third parties.

Article 4 : Failure To Declare The Value Of The Goods

Should the depositor fail to declare the value, it shall be determined by MFD whilst taking into account the declarations of the depositor regarding the nature of the goods, the number and characteristics of the deposited parcels. In case of loss or damage, MFD's liability, if any, shall not exceed in any way whatsoever the estimated value of the goods.

Article 5 : Transfer Of Damaged Goods

The same procedures as those described in article 3 paragraph 2 can apply to goods which become damaged following their entry and which may, as a result, affect other goods found in the vicinity or entail non conformity with hygiene and or security rules in force in the warehouses.

Article 6 : Notification to depositor

In case MFD returns the goods to the depositor, transfers them to an appropriate site, takes note of damages, fixes the value thereof or rectifies the declarations with regards to the nature of the goods, MFD shall notify forthwith the depositor by a registered letter sent at the last known address of the depositor.

Article 7 : Adequacy of installations and equipment

The depositor acknowledges that MFD's installations and equipment are adequate with respect to conservation, handling, transport and the processing of all information pertaining to the goods.

Article 8 : Allocation of capacity of storage and handling

Deposits of goods are processed by MFD without preference and or favouritism. Nevertheless, in case of lack of storage capacities, priority shall be given to goods belonging to depositors who are tenants of offices and or of transformation zones rented from MFD and / or who have entrusted their transport to MFD.

The goods are stored by MFD within the most appropriate available space.

The entry and delivery of goods will be effected in turn and within the limits of MFD's capacity.

Article 9 : Refusal of goods

MFD has the right to refuse in the warehouses the entry of goods which by reason of their state, volume and nature may endanger the proper conservation of the other goods, the warehouses or their proper running or which may be contrary to the laws and regulations in force.

Further, MFD reserves its right to refuse the incoming or the storage of goods which value appear to be insufficient to guarantee the payment of costs incurred by MFD unless the amount of such costs be paid in advance.

Article 10 : Access to storage by the depositor and its personnel

MFD being in charge of all the operations concerning the receipt, the handling and the delivery of the goods as defined in the services contract, access to the warehouse is prohibited by MFD to any third party save and except for what is stipulated hereunder.

In some special cases and especially in case of goods requiring special handling or which can be of danger owing to its nature, volume and weight of parcels, MFD will be entitled to be dispensed of effecting the above mentioned operations and to authorise the Depositor to effect those handling operations by its own préposés but in the presence of an employee of MFD.

Likewise, the Depositor can have access to parts of the warehouses where are stored his goods after having expressly asked for and obtained the prior authorisation of MFD. All visits can be effected only on working days and during working hours and will be done only in the presence of an employee of MFD.

Article 11 : Weight of goods.

In the absence of a request from the depositor, as stipulated in article 23 hereunder, MFD will be liable only as regards the number of parcels even if the entry report or the receipt refers to either a theoretical weight declared by the Depositor upon the entry of the goods or to the commonly known weight.

Article 12 : Handling.

Ordinary handling and special handling.

The ordinary handling comprise those 'effected', upon the incoming and outgoing of goods and consist of the following operations:-

Ordinary incoming handling :- taking delivery of the goods at the entrance of the warehouse following the unloading of the transport equipment which has been used, to transport it to the appropriate site, to put it upon handling supports and to stow it according to MFD's instructions.

Ordinary outgoing handling :- to unstow the goods, to transport the goods up to the door of the warehouse, so that it be ready for the loading on the machine of transport.

All the other types of handling, especially, the operations regarding weighing parcelling, sorting out, transfer, sampling etc are special handling. They are effected upon written order from the Depositor or in case of urgent need, for the conservation of the goods.

The loading and unloading of the goods on and from the vehicles or containers are not provided for in the rates.

Special handling, not provided for in the rates, are invoiced in relation to the time spent for the said handling or at a fixed rate by metric ton agreed upon with the Depositor.

OUTGOING GOODS

Article 13 : Delivery of goods.

The goods are delivered or sent upon written order to that effect from the Depositor.

MFD is no more liable with respect to the conservation of the goods as soon as they are remitted to the carrier.

Article 14 : Handling

If, according to orders given by the Depositor, MFD must sort out goods before delivering or embarking specified goods the costs of the said sorting out shall be borne by the Depositor and the Depositor will be invoiced as per the rates.

Article 15 : Time allowed for delivery of goods

MFD reserves its right to start the delivery of the goods, within 24 hrs after receipt of a regular order pertaining to the outgoing goods.

If within 48 hrs upon the presentation of the said order, the goods have not been removed, the goods are stored again automatically for the account of whom it may concern and this gives rise to a new warehousing fee which does not include the new costs of incoming and outgoing handling parking of goods as per the rates.

Article 16 : Encashment

Upon request of the Depositor, MFD can effect, as per the the rates, encashment operations and transfer of payments made to MFD's cashier in accordance with orders from the Depositor.

TRANSFER OF GOODS

Article 17 : Transfer order

A transfer of goods is effected only upon presentation of a transfer order form duly filled and signed by the Depositor transferor and the depositor transferee.

Any order pertaining to a transfer should be supported by the authorisations provided for by Mauritius laws including regulations made by the MFA and customs' legislation.

Article 18 : Transfer fee

A transfer without any actual shifting gives rise to a transfer fee, which will be borne by the Depositor transferee. Transfers involving shifting or handling, are considered as new entries and give rise to fees applicable to ordinary or extraordinary incoming or outgoing handling as the case may be.

Article 19 : Warehousing costs

The costs of warehousing are invoiced to the Depositor transferee as if it was a new entry on the date of the transfer, even if he were to be granted time to collect the goods and whatever be the termination date of the running periods of warehousing for the account of the depositor transferor.

Article 20 : Payment of costs before transfer

The Depositor transferee must ensure that the Depositor grantor pays the costs of warehousing and other costs burdening the goods on the date of the transfer, or otherwise the former remains personally liable. However, MFD can require that all the costs be paid before proceeding with the transfer.

WEIGHING

Article 21 : Weighing of goods

Upon written request of the Depositor, MFD proceeds to the weighing of the goods either when the goods come in or when the goods go out or during the warehousing period. However, MFD is entitled to refuse to weigh the parcels which weigh over a weight provided for in a special regulation.

MFD is liable in respect of the weight of the goods only when the whole weighing has taken place during the incoming of the goods in the warehouse and when it has been requested in writing by the Depositor.

The liability as to the weight will be determined, excluding waste, dehydration of the products, natural losses, losses resulting from various manipulations and handling operations during the warehousing including but not limited to bagging, packing and sampling

Any weighing operation gives rise to the remuneration provided for in rates. Moreover, as for the weighing effected during the warehousing period, handling costs which however will not exceed ordinary incoming and outgoing handling costs are also payable if need be.

REPAIRS

Article 22 : Repairs

Handling equipment and packing forming part of the goods deposited at MFD may be repaired upon request of the depositor or upon MFD's own deliberate judgement where the said repairs are necessary for the proper conservation, handling or storage of the goods.

Repairs are invoiced according to their importance and to their nature or to the duration of the repairs excluding the costs of materials. The price per hour and per workman varies according to the team of workers employed.

SAMPLINGS

Article 23 : Sampling and checks

Access to the warehouses by third parties designated by the Depositor to take samples of the goods or to check the state of the goods shall be allowed as stipulated under article 10 paragraph 3 above, but any third parties should, however, be in possession of an authorisation in writing from the Depositor to have access to the goods. Supervision of the sampling operations is invoiced according to the duration of supervision of the sampling operations excluding the costs of materials and dispatch, if any.

CUSTOM AND MISCELLENEOUS OPERATIONS

Article 24 : Customs and MFA formalities

A service contract can provide that MFD will do all formalities required in respect of either custom and or MFA and or, MMA and or CHC etc, required for the incoming, warehousing and outgoing of the goods.

Declarations are according to the written instruction of the Depositors, the documents accompanying the goods or the acknowledgement of the agents of the said administration. Such declarations do not render MFD liable so long as MFD has abided by the given instructions.

These various declarations are not comprised within the usual incoming and outgoing declarations. They can be subject to remuneration.

In case MFD effects for the benefit of the Depositor custom operations, the Depositor guarantees MFD against all the financial consequences which result from, including but not limited to instructions and or erroneous and or incomplete information, inapplicable documents, generally entailing additional taxes, fines, penalties etc of the administration concerned.

RESPONSIBILITY OF MFD

Article 25 : Nature and extent of MFD's undertaking

The Depositor expressly acknowledges that all the necessary arrangements to ensure the conservation and the storage of the goods, the security of the site, the extinguishing of fires, the continuity in providing water and electricity and the continuity of the electronic service are in conformity to its needs. The responsibility of MFD is limited to the effective implementation of the above described means and facilities.

Article 26 : Time limit for claim

All claims made by the Depositor against MFD must be made in writing by registered letter at least 30 days as from the termination of the services provided by MFD and which have given rise to such claim. The said claim must list all the disputed facts and be notified in such a way as to allow MFD to ascertain the alleged material damage either by itself or through a third party to be appointed by MFD.

Article 27 : Limitation of liability

The responsibility of MFD is strictly limited to the declared or estimated value of the goods, and shall not cover any indemnity for delay, loss of profits or indirect damages. The depositor shall therefore contract all necessary insurance policies to cover damages exceeding the declared or estimated value of the goods and or indirect damages of any nature whatsoever. The insurance policy shall provide for a renouncement by the insurer to any right of action against MFD.

Article 28 : Exclusion of liability

MFD cannot be held liable

- for the alterations or pollution of the goods generated prior to the Incoming of goods or subsequent to the outgoing of goods or due to an act of a third party.
- for damages and natural wastage generated during the warehousing and resulting from the nature, the inherent defect, the packaging of the goods or from

gnawing animals, insects, vermin or other parasitic, save and except if the action of these animals is due to the negligence of MFD.

- for damages resulting from force majeure, including but not limited to, acts of God, natural upheavals, explosions due to act of God, flooding, disturbances or riots, military occupations, acts of war, strikes.

- all consequences whatsoever which would result from a breach of the laws and regulations by the Depositor, due to failure to make declarations, incomplete, false or erroneous declarations by the Depositor or due to the absence of the necessary authorisations, if any, for the import, the detention or the distribution of which the deposited goods might be the subject matter.

- losses and damages resulting from the goods stored in open sites, owing to them being stored in open air, when this type of storage has taken place with the consent of the Depositor.

INSURANCES

Article 29 : Insurance

All the goods received by MFD are compulsorily covered by several insurance policies subscribed by MFD against the following risks : -

- cyclones, flooding
- fire and explosion
- deterioration of frozen products
- others (thunder, larceny and or theft etc).

However, the said obligation is interrupted with respect to goods stored which are covered by a maritime insurance provided that the said insurance covers all the risks mentioned above. When the policy of maritime insurance has come to an end, the goods stored will have to be insured by the MFD's policies.

Should a disaster arise when the goods stored are covered by a maritime insurance, MFD will not be held liable towards the Depositor and or the insurance companies.

Article 30 : Insured value

MFD insures the goods stored according to the value declared by the Depositor or estimated in conformity with article 4 above. Save and except for written instructions from the Depositor, the value of the goods remains unchanged during the warehousing, even if a transfer takes place

Article 31 : Insurance premium

In conformity with the rates, the contractual price of the insurance is calculated according to the declared or estimated value of the goods rounded up to the next 10 dollars US. Duration of the insurance is limited to the warehousing period in Zone 5 of the Freeport.

Article 32 : Indemnity

In case of disaster, MFD designates at the cost of whoever it may concern an expert who will need to contact the insurance expert in order to determine, either upon mutual agreement or with a third expert the amount of compensation to be paid.

The sums cashed in are paid to those entitled to it after deduction of costs due on the goods inclusive of expert costs.

Article 33 : Geographical limitations

Unless otherwise provided by any special regulation, MFD is not bound to insure the goods left on public embarkment or disembarkment areas provided for air, road or maritime transport.

RATES AND RIGHT OF RETENTION

Article 34 : Right of retention

The goods or objects deposited with MFD may be retained by it as guarantee for the costs of warehousing, handling or other rights to which they are entitled and

for which the Depositor refuses to pay. All goods deposited by the same person with MFD are jointly and severally liable of all costs and disbursements due by the Depositor.

Article 35 : Invoicing

The metric ton shall be used for invoicing with regards to the services of MFD.

As soon as the products are put upon handling supports, the dimension of the goods deposited are determined by MFD.

If in a cubic metre there is more than one ton of goods, the number of metric tons are determined by the weight of a cubic metre of the goods, if not, the number of metric tons is determined by the number of cubic metres of the goods.

Article 36 : Miscellaneous costs

MFD may at its discretion take charge of the costs pertaining to the goods. Reimbursement to MFD shall be effected upon demand according to conditions set out in the rates.

Article 37 : Handling

Handling of the goods is taxed according to their gross weight or volume rounded to the nearest next metric ton.

Article 38 : Warehousing

In view of the invoicing of the warehousing, the total cost of each deposit will be invoiced as from the day of the entry of the first parcel in the warehouse.

The warehousing period runs until the goods are removed from the warehouse. Warehousing fees shall become due at each delivery and shall apply to the amount of outgoing goods at each delivery.

The periods are calculated, including the day of entry and the day of delivery, on the basis of a seven days period. The first period is due in its totality. Any week started is due in totality.

Article 39 : Variations in metric tons

The costs are taxed upon the number of metric tons, the gross weight, the volume, the surface occupied or the value, in accordance with the conditions set out in the rates. Variations noted at the time of delivery and occurring as a result of natural waste or special handling shall not be taken into consideration. Provided that the said variations are not due to MFD's fault.

However, when during the period of warehousing, the Depositor causes his goods to be handled and requests them to be weighed or measured, the costs of warehousing applicable for subsequent periods of warehousing shall be in accordance with to the number of metric tons newly established.

Article 40 : Warehousing fees

Warehousing fees are applied in accordance with an inventory drawn up at the beginning of each weekly period _ per indivisible fraction of metric tons per week. Provided that there be a specific contract, other units can be accepted, upon mutual agreement between the Depositor and MFD as invoicing units. The cumbersome goods or the goods not capable of being unstowed upon handling supports, pay the warehousing per square meter according to the surface occupied at right angles and increased by the unoccupied surface necessary for the visits and the handling.

The minimum fees payable are provided in the MFD rates.

Article 41 : Special Warehousing Agreement

Upon the request of the Depositors space can be put at their disposal for a contract price without goods being taken in charge by MFD. Payment for such contract are provided for in the MFD rate. A global contract price may be studied for logistic services to be provided by MFD.

Article 42 : Payment

Payment for costs is to be paid cash.

All disbursements shall be refunded upon presentation of documents to that effect. MFD may require payment for costs of storage either after a 3 months' period in the warehouse or at the end of the contract or when it estimates that the value of the goods is not sufficient to pay for the costs due and those remaining due for a further period of three months. Costs and disbursements must be paid before delivery of goods.

MFD may, upon deposit of an handling order and before execution, require the payment of a consignment corresponding approximately to the cost of its service.

Miscellaneous disbursements incurred for the Depositors produce interest at the bank lending rate + 5% in the currency used for such disbursements.

The accounts of the Depositors will be calculated monthly and all money due will produce interest at the bank lending rate + 5%.

Article 43 : Pledge

MFD is the beneficiary of a pledge on goods deposited in virtue of the present contract. Following request for payment of the sums due for the services provide by MFD, payment should be effected within 8 days of a notice "mise en demeure" served upon the Depositor by way of registered letter with advice of delivery. In case payment is not effected within such delay MFD reserves its right to sell by public auction and in compliance with the procedures provided by law goods which became its pledge and retain the proceeds thereof up to what is due in capital, interests and costs.

In case of sale by public auction, MFD shall be entitled to perform all necessary customs and administrative formalities and the depositor shall be debarred from objecting to the performance of such formalities by MFD.

However, in case of dispute upon the sums claimed by MFD and until an the dispute is settled by way of an amicable settlement or by a Court of law, the Depositors shall be entitled to dispose of the goods provided that they pay the sum claimed, under all reservations, as a deposit in the hands of MFD.

Article 44 : Costs

Costs for judicial or extra judicial procedures engaged by MFD for the recovery of the sums claimed to the depositor shall be borne by the depositor, including Attorney commission which shall not exceed 10% of the sum claimed.

Article 45 : Time bar

All actions against MFD shall be time-barred after a period of one year as from the date of the end of the services which have given rise to the dispute.