

GENERAL TERMS AND CONDITIONS OF SALE
AMA FREIGHT LOGISTICS
Version V01.1 EN 2026–2027

Article 1 – Purpose

These General Terms and Conditions of Sale ("GTCS") govern all services provided by AMA Freight Logistics, including but not limited to:

- Customs Brokerage
- Ocean Freight
- Air Freight
- Road Freight
- Container Transportation
- Conventional Cargo Transportation
- Courier and Express Services
- Warehousing
- Distribution
- Logistics Consultancy and Related Services

Any order placed with AMA Freight Logistics constitutes full and unconditional acceptance of these GTCS.

Article 2 – Quotations and Orders

Unless otherwise stated, quotations are valid for fifteen (15) calendar days.

Rates may be revised in the event of changes to:

- Ocean freight rates
- Air freight rates
- Port and terminal charges
- Airport handling charges
- Customs duties and taxes
- Fuel surcharges
- Currency exchange rates
- Government regulations
- Any other cost beyond the reasonable control of AMA Freight Logistics

Article 3 – Customer's Obligations

The Customer shall:

- Provide complete and accurate information.
- Submit genuine and valid shipping documents.
- Properly pack and mark all cargo.
- Declare the exact nature and value of the goods.
- Declare all dangerous or regulated cargo before shipment.
- Pay all agreed charges, duties, taxes and advances when due.

The Customer remains solely responsible for any consequences arising from inaccurate, incomplete or misleading information.

Article 4 – Customs Brokerage Services

AMA Freight Logistics acts as an authorized Customs Broker on behalf of the Customer.

The Customer shall remain liable for all customs duties, taxes, inspections, penalties or additional assessments imposed by Customs Authorities resulting from applicable laws or information supplied by the Customer.

Article 5 – Ocean, Air and Road Transportation

Transportation services are performed in accordance with the applicable laws, international conventions, carrier conditions and transport regulations governing each mode of transport.

Transit times are estimates only and shall not constitute guaranteed delivery dates.

AMA Freight Logistics shall not be liable for delays caused by carriers, customs authorities, ports, airports, weather conditions, strikes, congestion or any other event beyond its reasonable control.

Article 6 – Courier, Warehousing and Distribution

The Customer shall ensure that all shipments are properly packed, labelled and suitable for transport.

AMA Freight Logistics reserves the right to refuse prohibited, illegal or undeclared goods.

Storage charges, handling charges, return freight and additional distribution costs shall apply whenever cargo cannot be delivered or collected within the agreed time.

Article 7 – Liability

AMA Freight Logistics undertakes to perform its services with reasonable care and professional diligence.

Its liability shall be limited to direct losses proven to have resulted from its negligence.

Under no circumstances shall AMA Freight Logistics be liable for:

- Loss of profit
- Business interruption
- Indirect or consequential damages
- Delays caused by third parties
- Force majeure events

Article 8 – Cargo Insurance

Cargo insurance is arranged only upon the Customer's written request and subject to payment of the applicable insurance premium.

Unless otherwise agreed, cargo travels entirely at the Customer's risk, subject to mandatory legal provisions.

Article 9 – Payment Terms

Invoices shall be payable in accordance with the agreed payment terms.

Late payment may result in:

- Late payment interest
- Suspension of services
- Refusal of further bookings
- Recovery costs
- Legal proceedings

Article 10 – Right of Retention (Lien)

To the extent permitted by applicable law, AMA Freight Logistics shall have a general lien and right of retention over all cargo, documents and other property under its possession for any outstanding amounts owed by the Customer, including freight charges, customs duties advanced, storage charges, transport costs and any other unpaid sums.

The goods may be retained until full payment has been received.

Article 11 – Personal Data Protection

AMA Freight Logistics collects and processes personal data solely for:

- Transport operations
- Customs clearance
- Warehousing
- Distribution
- Customer service
- Billing
- Compliance with legal and regulatory obligations

Appropriate technical and organisational measures are implemented to safeguard personal data against unauthorized access, disclosure, alteration or destruction.

Data subjects may exercise their rights of access, rectification, objection or deletion where permitted by applicable law by contacting AMA Freight Logistics.

Article 12 – Force Majeure

Neither party shall be liable for failure or delay in performing its obligations where such failure results from events beyond its reasonable control, including but not limited to:

- Natural disasters
- War
- Civil unrest
- Terrorism
- Government actions
- Epidemics or pandemics
- Port congestion
- Airport closures
- Transport disruptions
- Strikes
- Cyber incidents affecting third-party infrastructure

Article 13 – Claims

Any claim relating to the services performed must be submitted in writing within the time limits prescribed by applicable law or, where no statutory period applies, within a reasonable period after delivery or completion of the service.

Article 14 – Governing Law and Jurisdiction

These General Terms and Conditions shall be governed by the laws of the Republic of Senegal.

The parties shall endeavour to resolve disputes amicably before commencing legal proceedings.

Failing an amicable settlement, the competent courts of Dakar, Senegal shall have exclusive jurisdiction, unless otherwise required by mandatory law.

Article 15 – Effective Date

These General Terms and Conditions become effective upon publication and shall apply to all services performed by AMA Freight Logistics unless otherwise agreed in writing.

Published on 31/07/2026