



## **USERS RELATIONSHIP GENERAL SERVICE TERMS & CONDITIONS**

### **ANKOLO.COM COURIER LTD**

#### **CHAPTER I**

##### **Subject and general terms**

1. These General terms of the contract between “Ankolo.com Courier” and its end users (users) set forward the terms and order of courier services consignment.
2. These General terms are obligatory both for Ankolo.com Courier and the user.
3. The General terms are inseparable part of the individual contract with the user.
4. The up-to-date Tariff guide of Ankolo.com Courier is inseparable part of the General terms.
5. When a shipment is handed to Ankolo.com Courier, consignee accepts on his behalf and on behalf of the user, associated with the shipment, that these General terms are in force, except if other is agreed in writing with an empowered Ankolo.com Courier official.

#### **CHAPTER II**

##### **Services range and characteristics**

- 1 Ankolo.com Courier executes domestic courier services. Courier services are non-universal postal services, defined in the communication act.
- 2 Ankolo.com Courier delivers services, according to article 6, to users from all settlements on the territory of Republic of Malawi.
- 3 Orders are taken from Monday to Sunday.
- 4 Types of shipments:
  - 4.1- Letter - written message on any media, inserted in an Ankolo.com Courier card envelope.
  - 4.2- Document - written messages or printed materials, without commercial value (which do not fit in an Ankolo.com Courier card envelope).
  - 4.3 - Non-document - shipments with defined dimensions and weight, usually containing items with or without commercial value.
  - 4.4 - Parcel goods of commercial and non-commercial value. A parcel is a package has defined maximum weight and dimensions. It contains different objects, materials and goods. Maximum dimensions are defined as follows, Length: 50cm; Width: 50 cm Height: 50 cm; Weight: 20 Kg.
  - 4.5 Package / Goods - Any non-document that is not a parcel with a maximum weight of 20Kg,
- 5 There are no limits of the number of packages in a multi-package shipment.
- 6 Size and weight limits:
  - 6.1. The maximum weight of a single package for domestic shipment: 20 kg.
  - 6.3. The maximum length of a single package: 270 CM.
  - 6.3. The maximum girth: 330 CM.

- 7 Calculating and charging the weight of the shipment:  
9.1 Price is determined based on the general actual weight value or the general dimensional weight of all packages in the shipment, whichever is greater.
- 7.2-Dimensional (Volumetric) weight is determined using the following formula:  
$$\text{Length} \times \text{Width} \times \text{Height in centimeters} / 6000 = \text{dimensional weight in kilograms.}$$
- 7.3 All goods requiring special handling with attract an additional fee.
- 7.4 Ankolo.com Courier reserves the right to weight and calculate over again every package, to confirm calculations.

### **CHAPTER III**

#### **Access terms**

1. Ankolo.com Courier guarantees equal access to all users for all available services.
2. Receiving shipments is based on a phone call, email, and other communication means by the sender or according to preliminary agreement with the user.
3. Orders may also be taken through Ankolo.com Courier points of representation.

### **CHAPTER IV**

#### **Quality of service**

1. Ankolo.com Courier cannot guarantee timely delivery/arrival of shipments.
2. Ankolo.com Courier cannot guarantee the specific arrival time of shipment
3. Due to the unpredictability in several shipment, we do not accept urgent shipment. All shipment will be generally treated as non-urgent.
4. Courier services guarantee may on request offer the following additional services at an additional cost
  - 4.1. collecting from sender's address
  - 4.2. delivering at specific address.
  - 4.3. delivering up to specific date
  - 4.4. optional change of destination and consignee while the shipment is been handled
  - 4.5. receiving written or verbal information on delivery date and hour of the shipment
  - 4.6. personalized services to users and "a la carte" service (by choice) the way you want it and when you want it ("on demand" and "by contract")
- 3 Ankolo.com Courier is bound to ensure the safety of the shipments and to keep all correspondence confidential (sender and consignee), not only while services are been rendered but also after that. Ankolo.com Courier will not give out information on shipments and their contents, except to sender and consignee and their empowered representatives, and to guarantee the security of the network.

## **CHAPTER V**

### **Payments**

1. All services Prices are defined by Ankolo.com Courier are dependable on the type of service, destination zone, weight of shipment and additional fees and taxes, if such are applicable. Payment is either paid in cash or wired by:
  - 1.1. the sender
  - 1.2. the consignee
  - 1.3. according to preliminary agreement between Ankolo.com Courier and the us

All charges for services are published in the up-to-date Tariff guide, are available on request and are displayed in Ankolo.com Courier offices.

2. Invoices will be due 30 days from the issuance date. Overdue invoice will attract interest are 5 points above prevailing commercial banks interest rate.
3. Cash of Delivery (COD) will be limited to specific type of shipments and for a shipment charge exceeding 10,000 Malawi Kwacha, Parcels exceeding a value of 50,000 Malawi Kwacha are not eligible for COD services. Parcels requiring special handling are not eligible for COD services.
4. Customers with bad credit rating are not eligible for COD services.

## **CHAPTER VI**

### **Requirements for collecting and delivering of shipments**

1. Ankolo.com Courier accepts shipments, which are adequately shaped and packed for transportation and are not endangering the safety of other shipments.
2. If sender supplies packaging, shipments must comply with the following requirements:
  - 2.1. they must be appropriate for the weight, shape and type of content of the shipment, as well with the method of transportation and transportation continuance.
  - 2.2. Packaging of shipments should ensure the safety their contents in a manner that not only it should not be possible to damage it, but also to prevent access to it without visible notice of packaging been breached, or allow disclosure of shipment content to third parties.
3. Ankolo.com Courier reserves the right to refuse any package, which does not comply with the requirements
4. In case of doubt concerning forbidden goods or substances in the shipment, Ankolo.com Courier when accepting such shipment, may request sender's agreement to check the content. If the sender denies - shipment will not be accepted.
5. Shipment is delivered to the addressee designated in the bill of lading or to another entity, empowered to accept delivery of shipment on his behalf (like persons in the same premises or next to addressee's). Courier service contract is considered accomplished with the shipment been delivered.
6. Cash-on-delivery shipments can only be collected if full payment has been made.
7. In case of wrong address, Ankolo.com Courier transfers delivery in accordance with the specific additional instructions of the sender. Additional fees are applicable according to the Ankolo.com Courier Tariff.
8. Return shipments are delivered to sender after payment for both directions when: Ankolo.com Courier fails to deliver the shipment after three tries; if consignee rejects the shipment; if Ankolo.com Courier is unable to deliver due to wrong address (after all reasonable means to determine the right address have been used) or is unable to collect delivery due payments from the consignee.

## **CHAPTER VII**

### **Rights and obligations of Ankolo.com Courier users**

1. Users have the right:
  - 1.1. to receive full information on characteristics and features of available services.
  - 1.2. to require contracts for all services supplied by Ankolo.com Courier;
  - 1.3. to use Ankolo.com Courier supplied stationary adequately to the according shipment types;
  - 1.4. to issue requests, complaints and suggestions;
  - 1.5. to be compensated as per terms in defined in Chapter XI
  - 1.6. to have their shipment returned, if consignee rejects it, paying for the Ankolo.com Courier services in both directions.
2. Users are bound:
  - 2.1. to fill service request form when sending parcels
  - 2.2. Sign collection record when collecting parcels
  - 2.3. Cover for insurance costs for all goods valued at more than MWK 10.000
  - 2.4. Present proof of identification and a copy of the service request form when collecting parcels
  - 2.5. Inform senders that they have collected their parcel
  - 2.6. Inform recipients that they have sent a parcel and share all necessary goods to allow smooth collection
  - 2.7. Read and sign for terms and conditions of services;
  - 2.8. By using ankolo services, it is assumed that the user has read, understood and agrees by the term and condition of services;
  - 2.9. to pay the Price for the service as quoted, except if other is agreed in a written individual contract or additional agreement;
  - 2.10. to supply true and maximum detailed information about the shipment consignee;
  - 2.11. to check in the presence of ankolo.com official of the parcel has arrived in good condition
  - 2.12. to be held responsible for damages caused to Ankolo.com Courier. Obligation amount will be equal to the caused damages;
  - 2.13. to be held responsible to Ankolo.com Courier, for all damages caused by the contents of their shipment to other shipments. Obligation amount will be equal to the obligation of Ankolo.com Courier to the parties which shipments have been damaged
3. Ankolo.com Courier has the right:
  - 3.1 Charge fees for any additional services

- 3.2 to require an adequate shape and packaging of the shipments for transportation, which does not endanger the integrity or contents of other shipments;
  - 3.3 to reject shipments containing forbidden for transportation goods and substances, according to Chapter VIII;
  - 3.4 to be compensated by the users for damages caused by their shipments to Ankolo.com Courier or other shipments;
  - 3.5 to sign individual contracts and/or agreements for additional services;
  - 3.6 Ankolo.com Courier reserves the right to deny or suspend transportation of shipments which are economically or technically are impractical or unremunerative for transportation.
  - 3.7 Charge penalties and storage fees for uncollected parcels and packages. Storage charges will be charged daily for all parcels that are overdue for collection by more than 3 days. A penalty of at least 5000 Malawi Kwacha will be charged for all Cash On Delivery Parcel that are over for collection for more than 2 days.
  - 3.8 Dispose by selling all unclaimed goods to recover unsettled payments arising services rendered by Ankolo.com Courier. Disposal arrangements will be considered or goods and parcels that are 30 days overdue for collection.
  - 3.9 Destroy unclaimed parcels that cannot be disposed through selling.
  - 3.10. Destroy or dispose goods in its custody that may put staff, customers and the general public at risk.
  - 3.11 To deny service to anyone or party deemed violent, unpolite, intimidatory, or portraying any form of unacceptable behavior.
4. Ankolo.com Courier is obligated:
    - 4.1. to guarantee equal access to available services for all users;
    - 4.2. to keep confidentiality of correspondence during and after service has been rendered;
    - 4.3. to inform users for all characteristics of the offered services, including their Prices, and forbidden goods and substances;
    - 4.4. , when requested by the users, to give information on conditions and order for using the services;
    - 4.5. to indemnify the users according to the provisions of Chapter IX;
    - 4.6. To address customer complaints;
    - 4.7. to put the General terms and the Tariff guide in a visible spot in access places,
    - 4.8. Notify authorities on any suspicious activities
5. Return shipment to sender at a cost paid before returning
    - 5.1. Consignee rejects the shipment;
    - 5.2. Ankolo Courier fails to deliver after attempting three times
    - 5.3. Ankolo.com Courier is unable to execute delivery due to wrong address (after all reasonable means to determine the right address have been used)
    - 5.4. Unable to collect delivery due payments from the consignee.

## **CHAPTERVIII**

### **Forbidden for transportation goods and substances**

Ankolo.com Courier forbids the insertion of the following items and substances in the contents of the shipments:

- 1.1. Narcotic, anesthetic, psychotropic and poisonous substances
- 1.2. Counterfeit products
- 1.3. Weapons, explosives, inflammable and other hazardous substances and items
- 1.4. Items and substances which because of their nature or packaging are dangerous to the life and health of Ankolo.com Courier employees or another person;
- 1.5. Items that may endanger, contaminate, soil or damage other shipments or property.
- 1.6. Live animals.
- 1.7. Materials deemed forbidden or unacceptable by law.
- 1.8. Movable cultural monuments, which do not have issued license or certificate
- 1.9. Insertion of money, valuables, coins, banknotes, monetary signs, travel cheques, objects which are precious for the sender, platinum, gold, silver, polished or unpolished precious stones or other precious items
- 1.10. Fresh goods with limited shelf life (E.g. Fish, meat, vegetables)

## **CHAPTER IX**

### **Restricted Goods**

1. Limited liability applies when sending this type of goods. Practically, this means we do not accept claims for damage or breakage regarding restricted goods. Only claims for loss are considered - provided the packaging of these goods meet our packaging guidelines

- 1.1 Furniture (except when flat-packed)
- 1.2 Engines - Generators and / or components containing oil - unless rinsed
- 1.3 Batteries - Except dry batteries
- 1.4 Solar Panels
- 1.5 Glass / Ceramics / Porcelain / Marble / Resin / Stone - or any product containing any of these materials
- 1.6 Computers / Laptops / Monitors / TFT screens / Games / Cell Phones / Tablets/ Printer / Video games and other electronic equipment
- 1.7 Televisions / LCD Screens / Plasma screens / projectors etc.
- 1.8. Musical Instruments
- 1.9. Artwork
- 1.10 Musical Instruments

1.11 Packages that may leak

1.12 Plants, Trees, Shrubs

1.13 Any other fragile or delicate goods and packages

## **CHAPTER X**

### **Delivery and Collection of Parcels and Packages**

1. The delivery of parcels and packages collected from any of the designated offices ins under normal circumstances expected be on the next working day. However, ankolo.com does and cannot guarantee timely arrival of goods or the specific time of arrival.
2. Ankolo.com does not have the capability to pre-determine some future events as such cannot guarantee that services will be available particular date or time.

## **CHAPTER XI**

### **Reclamations and indemnification procedures**

1. The user has the right of indemnification.
2. Reclamation of damaged shipment should be made by the consignee when receiving the shipment, in the presence of a courier and with his participation.
3. One original and too copies should be filled. One stamped copy with reference number will be retained to the user for reference purposes.
4. Ankolo.com Courier has a limited material responsibility to users concerning shipments which have been not fully or incorrectly executed according to the courier service contract.
5. For partially or fully damaged, or lost during transportation shipments, Ankolo.com Courier bears limited responsibility to the amount of:
  - 5.1. the actual value of the contents, but not more than the equivalent Ten Thousand Malawian Kwacha.
  - 5.2. Maximum repayment for loss or damage of any parcels without value declaration is Five Thousand Malawi Kwacha.
  - 5.3. Refund for service fee paid in advance shall not exceed the amount paid for the service.
  - 5.4. Cash on Delivery Customers shall not be eligible for serve fee refund
6. Sender may raise the limit of responsibility of Ankolo.com Courier if when sending:
  - 6.1. domestic shipment, fills a higher value of content in the bill of lading, and requests it to be included in an insurance, and pays the according fee or sign an independent insurance.
7. Ankolo.com Courier is not responsible for:
  - 7.1. damage or loss of shipments, caused by force majeure;
  - 7.2. damage of shipments due to the sender, because of inadequate for the weight, volume or content of the shipment packaging, because of wrongly stated content, or caused by the nature of the content itself;

- 7.3. if the sender has not made a reclamation in the moment of receiving;
  - 7.4. for shipments containing forbidden items or substances, which because of this reason have been confiscated or destroyed by the official authorities and in the established order;
  - 7.5. for purely economic loss, including expenses for alternative transportation, loss of profit, loss of business opportunities or loss of income, caused by loss of use, caused by loss or damage, or delay of shipment or package.
  - 7.6. for damage or loss of packaging
  - 7.7. Loss or damage of parcels 30 days overdue for collection
  - 7.8. When chain of custody is no longer under ankolo.com.
  - 7.9. Undervalued lost or damaged parcels
8. All reclamations should be directed to Ankolo.com Courier in writing as soon as possible, for every case, but not later than 7 (Seven) days after Ankolo.com Courier has accepted the shipment. If this term is not kept Ankolo.com Courier may no longer be held responsible. Reclamations are to be sent to the following address: Ankolo.com Courier, P.O. Box 31760, Lilongwe. Malawi. Email: [ankolo@ankolo.com](mailto:ankolo@ankolo.com)

## **CHAPTER XII**

### **Resolving disputes**

- 1. Disputes between Ankolo.com Courier and the users are to be settled by good will. If they fail to reach consensus, each party may request the expertise of the Malawi Communication Regulatory Authority or other competent authorities

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