



Different Format, Workflow processes, and Contract for Transport Market place/Delivery system Software development Project

Abay Logistics Plc.

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1. Register Shipper Form Input Fields

- a. Company Name
- b. Contact Person
 - i. Name
 - ii. Responsibility
 - iii. Phone
 - iv. Email
- c. Business area
- d. Business license
- e. Tin --
- f. Vat
- g. Address
 - i. Country
 - ii. Region
 - iii. City
 - iv. Phone
 - v. Alternative Phone
 - vi. Email
 - vii. P.o.box

*Attachment required including Business License, Tax Identification Number (TIN), and VAT (Value Added Tax).

2. Register Transporter Form Input Fields

- a) Company Type Association ----Plc-----S.co---
- b) Company name
- c) Contact Person
 - i. Name
 - ii. Responsibility
 - iii. Phone
 - iv. Email
- d) Tin
- e) Grade certified by Transport Minister
- f) Business License
- g) Total fleet size
- h) Address
 - i. Country
 - ii. Region
 - iii. City
 - iv. Phone
 - v. Alternative Phone
 - vi. Email
 - vii. P.o.box

*Item d, e and f documents should be attached

3. Create Vehicle Form Input Fields

- a) Owner with full detail _____
- b) Plate No -----
- c) Model -----
- d) Vehicle type (Power, trailer, Truck -trailer, Low bed, High bed)-----
- e) Year of manufacture -----
- f) Chassis No -----
- g) Motor no -----
- h) Vehicle photograph -----
- i) Vehicle Gross weight -----
- j) Vehicle load Capacity in Quintal -----
- k) Vehicle insurance issue
 - i. Issue date ----- expiry date -----
 - ii. Insurance company-----
 - iii. Insurance type-----
 - iv. Sum insured -----
- l) GPS availability –
 - i. Vendor Name
 - ii. Vendor Address
 - iii. Vendor Contact
 - iv. Vendor Platform
- m) Initial Km -----

*Vehicle and Trailer. If the trailer is selected only basic data entry should appear and mapping Truck with trailer will be done

*Vehicle Title deed (registration) document will be attached

* The trailer can be connected to different trucks (please provide flexibility)

4) Create Driver Form Input Fields

- a) Driver full Name ----
- b) Full contact details
 - i. Region----
 - ii. Zone----
 - iii. woreda----
 - iv. house no----
 - v. p.o.box----
 - vi. email-----
 - vii. cell phone ----
- c) Birth date ----
- d) License Grade-----
- e) License no -----
- f) License issued date-----expiry date -----

Attachment – copy of the driving license is required. This will allow us to verify the validity of the driving license.

5) Offer Vehicle Form Input Fields

This form will be filled by the transporter each time they provide a vehicle for specific vehicle request. All the remaining data related with truck will be automatically displayed for verification and confirmation. All data will import from Vehicle and Driver with a key word (Driver plate No and driver driving license)

- a) Ref.no (System Assigned and generated)
- b) Owner with full detail _____
- c) Plate No -----
- d) Model -----
- e) Vehicle type (Power, trailer, Truck -trailer, Low bed, High bed)-----
- f) Chassis No -----
- g) Motor no -----
- h) Vehicle Gross weight -----
- i) Vehicle load Capacity in Quintal -----
- j) Current Km -----
- k) Assigned Driver Name

6) Offer Freight Form Input Fields

This form will be filled while the importer/exporter needs the service of Abay for transportation. All cargo related data will be filled each time. The customer will first submit /fill item a to do ,then after concluding the contract document submission will continue. All documents should be attached

- a. Ref.No (System assigned and generated)
- b. Company Name
- c. Cargo Type
 - i. Container with type
 - ii. Break bulk
 - iii. Bulk
 - iv. Vehicle
- d. Quantity (Different for each category)
- e. Expected Arrival time (ETA) in Djibouti/Dry port
- f. Required documents
 - i. Import**
 - ✓ Packing List,
 - ✓ Bill of Lading (*)
 - ✓ Insurance, Comprehensive and cargo
 - ✓ TIN (Tax Identification Number),
 - ✓ Trade License,
 - ✓ Vat Registration Certificate,
 - ✓ Agreement with Abay
 - ii. Export**
 - ✓ Packing List
 - ✓ TIN
 - ✓ Trade License,
 - ✓ VAT Certificate,
 - ✓ Insurance, Comprehensive and Cargo
 - ✓ Agreement with Abay

Attachment - Import (BL, and Packing list). Export (packing list only)

7) Finance Payment Options & Create Payment Options Fields Required

- a) Payment options –depending on the customer, service, and Abay CAPACITY
 - i. Full down payment (100%)
 - ii. Advance payment (up to 50%)
 - iii. Credit (15 days to one month)
- b) Payment tools—limit and criteria will be set
 - i. Cash
 - ii. Check
 - iii. CPO
 - iv. Payment transfer

Note: Technoalliance will create the format that can be integrated to Logi-sys finance report plus Peachtree integration

8) Reports Types of Reports & Content

8.1) Report for Admin (Abay)

i. Assets Reports

- ✓ Full Vehicle Information
- ✓ Full Driver Information
- ✓ Full Transporter Information
- ✓ Attached Report (Vehicle, Driver and trailer attached report)
- ✓ Shipper Information
- ✓ Active and Inactive asset reports

ii. Operation Report

- ✓ Vehicle/Cargo location
- ✓ Current Freight Reports
- ✓ History Freight Reports
- ✓ Consolidated Daily/Weekly/Monthly/Quarter/Annual operation report
- ✓ Operation report /truck
- ✓ Operation report/Transporter
- ✓ Operation report/Shipper
- ✓ Operation report/Business sector
- ✓ Operation report Internal service (Service rendered to operation department)
- ✓ Operation report external (Service rendered to customers who needs only truck)
- ✓ Drivers' performance report with ranking
- ✓ Transporter's performance report with ranking
- ✓ Integrate report (GPS + fright report)

iii. Finance Report

- ✓ Payment status (Collected and receivable with age analysis)
- ✓ Revenue and cost /operation
- ✓ Revenue and cost /Customer
- ✓ Consolidated revenue and cost/day/week/month/Quarter/Annual
- ✓ Revenue/cost/truck and Transporter

- ✓ Payment status to Transporter (Paid and outstanding)
- ✓ Abay Management/Service fee status
- ✓ Consolidated Profit and loss statement/month

8.2)Report for Shipper (Importer/Exporter)

- ✓ Cargo status
- ✓ Payment status
- ✓ History

8.3)Report for Transporter

- ✓ Vehicle tracking and tracing
- ✓ Payment status
- ✓ Driver's report
- ✓ Vehicles working with Abay (number of vehicles)
- ✓ History

9) Work Flow

How it Works? Content for designing the workflow

Refer <https://www.fleetmanagement.ae/delivery-dispatch-management/> for model

9.1) Prerequisite for both Modules

- a) **Contract**—Sign Contract with Transport associations, vehicles owners, Companies to work for a fixed term like one year or 6 months no agreed terms with fixed or flexible tariff based on volume, destination, or cargo type. It also includes contract status
 - i. **Permanent contract**-Sign a time contract from 3 months to one-year period with Abay and supply the trucks detail to work in the contract period permanently
 - ii. **Seasonal Contract trucks** –work for specific seasons by signing a contract and supply trucks with full detail
 - iii. **Temporary/Casual trucks appear contract** whenever they are idle. Still, they are required to sign a contract to work on this modality and report their availability at least for one day.
- b) **Create Master File** –a master file that will include
 - a) **Ownership** –Association/company name, ownership, total fleet size, address, contact person
 - b) **Vehicle**-Vehicle detail (both truck trailer) -plate number, capacity, year of make, insurance detail (Comprehensive and cargo), GPS, Annual renewal inspection status
 - c) **Driver**-Driver details (name, license, address, mobile no, birth date, etc.) ;
 - d) **Destinations** –all available destinations will be listed with their distance and expected arrival time
 - e) **Tariff** –agreed tariff will be inserted with the flexibility of amendment and including new tariffs with approval hierarchy at different levels ranging from division head to CEO

9.2) Transport Market Place

a) Import

- i. Customers Visit the Abay platform or directly approach the office or dial the front office or send an email for freight forwarding service requests including truck or truck-only (after all

- customs and port clearance activities are fully completed truck request and assignment will be started)
- ii. Abay Operation department receive a request directly from Customer for Freight forwarding service as a package or Transport only
 - iii. The transport request will be floated with detail of destination, cargo type, volume, tariff, expected time of loading, etc. on the platform inviting those contracted transporters to uplift the cargo
 - iv. Transporters will give their response and show their interest
 - v. The system will select the vehicle and match cargo with the vehicle-based on the predetermined criteria (Bill of loading, destination, tariff, volume, capacity etc.)
 - vi. Operation number will be assigned for follow up and accumulate all transactions
 - vii. Operation and Finance departments will follow and accumulate all transactions
 - viii. Selected transporter will be advised by Abay Import /Export/Domestic Division to avail truck
 - ix. Receive truck list with freight order from assigned Transporter
 - x. Collect gate pass
 - xi. Collect truck waybill, Djibouti customs T1, and customs declaration
 - xii. Track and trace the vehicle until the final destination with GPS
 - xiii. Hand over the cargo to Customer
 - xiv. Collect goods delivery report from the customer stating clearly receiving in good order
 - xv. Transporter will Submit payment request to Abay supported by Goods delivery report, Freight order, truck waybill
 - xvi. Abay will effect the payment to the transporter
 - xvii. Operation will be closed

b) Export

- i. Customers Visit Abay platform or directly approach office or dial to the front office or send an email for freight forwarding service request including truck (after all customs and port clearance activities fully completed truck request and assignment will be started)

- ii. Operation department receive a request directly from a Customer for Freight forwarding service as a package or Transport only
 - iii. The transport request will be floated with a detail of destination, cargo type, volume, tariff, expected time of loading etc. on the plat form inviting those contracted transporters to uplift the cargo
 - iv. Transporters will give their response and show their interest
 - v. The system will select the vehicle and match cargo with the vehicle based on the predetermined criteria (destination, tariff, volume, capacity, etc.)
 - vi. Operation number will be assigned for follow up and accumulate all transactions
 - vii. Operation and Finance departments will follow and accumulate all transactions
 - viii. Selected transporter will be advised by Abay Import /Export/Domestic Division to avail truck
 - ix. Receive truck list with freight order from assigned Transporter
 - x. Receive truck waybill from the loaded truck at the site
 - xi. Provide T1 and customs declaration to the driver and release the truck to move to port
 - xii. Track and trace the vehicle until the final destination with GPS
 - xiii. Submit T1 & customs declaration of Ethiopia to Djibouti customs and obtain gate pass & T1 From Djibouti customs
 - xiv. Submit T1, gate pass, and port payment to the driver
 - xv. Cargo will be delivered to port
 - xvi. Port will issue fully in interchange
 - xvii. Transporter will Submit payment request to Abay supported by Goods delivery report, Freight order, truck waybill
 - xviii. Abay will effect the payment to the transporter
 - xix. The operation will be closed
- * Transport Management system and the delivery system uses contracted trucks. No need to float a tender. It simply matches trucks with cargo

9.3) Delivery System

- i. Customers Visit Abay plat form or directly approach office or dial to front office or send an email for Cargo delivery service
 - ii. Abay Import /Export/Domestic Division receive a truck request directly from Customer
 - iii. The transport request will be floated with a detail of destination, cargo type, volume, tariff, expected time of loading etc. on the plat form inviting those contracted transporters to uplift the cargo
 - iv. Transporters will give their response and show their interest
 - v. The system will select the vehicle and match cargo with the vehicle based on the predetermined criteria (destination, tariff, volume, capacity, etc.)
 - vi. Operation number will be assigned for follow up and accumulate all transactions
 - vii. Operation and Finance departments will follow and accumulate all transactions
 - viii. Selected transporter will be advised by Abay Import /Export/Domestic Division to avail truck
 - ix. Receive truck list with freight order from assigned Transporter
 - x. Track and trace the vehicle until the final destination with GPS
 - xi. Hand over the cargo to Customer
 - xii. Collect goods delivery report from a customer stating clearly receiving in good order
 - xiii. Transporter will Submit payment request to Abay supported by Goods delivery report, Freight order, truck waybill
 - xiv. Abay will effect the payment to the transporter
 - xv. Operation will be closed
- ***All are the same as TMS import/export except it does not involve port and customs related documents)**
 - *** Transport Management system and the delivery system uses contracted trucks. No need to float a tender. It simply matches trucks with cargo**

10) FAQ Questions & Answers Needed

It will be done written later from our experience and feedback collected from Customers. You can put standard FAQ

11) Order Confirmation

Contract Form for Delivery Form Input Fields Will be sent to transporter and shipper after order confirmation

11.1) Order Confirmation for Transport Market place and Delivery Order

- a) Reference no (Offer Freight)
- b) Operation No (System generate operation no for already confirmed order that will be used until operation closed and used as a reference for all operational activities)
- c) Company name
- d) Cargo type
- e) Quantity
- f) Unit price
- g) Total price
- h) Loading place
- i) Expected loading Date
- j) Expected Arrival time at the destination
- k) Loading truck plate, no
- l) Transporter
- m) Driver Name
- n) Driver cell phone

11.2) Order confirmation for Transporter

- a) Reference no (Offer Vehicle)
- b) Operation No (Above Same operation no)
- c) Transporter
- d) Plate No
- e) Company name (Shipper)
- f) Cargo type
- g) Quantity
- h) Unit price—
- i) Total price
- j) Loading place
- k) Expected loading Date
- l) Expected Arrival time at the destination



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- m) Loading truck plate, no
- n) Transporter
- o) Driver Name and Driver cell phone

12) Preapproved Contract with Shipper & Transporter Content & Format

12.1) Standard Freight and Logistics Memorandum of Understanding (MOU) utilized in Ethiopia. (for Importer & Exporter – generally referring to the Shipper)

ABAY LOGISTICS PLC STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF FREIGHT & LOGISTICS SERVICES

1 INTERPRETATION

1.1 In this Services Agreement the definitions set out below shall apply:

- a) **“Bill of Lading”** shall mean where Abay is acting as an agent pursuant to Condition, the bill of lading issued by a Third Party carrier in respect of the Goods.
- b) **“Charges”** means:
 - i. Abay’s own commission (rates) for the provision of the Services as set out in the price quote or otherwise notified to the Customer; and
 - ii. All fees, costs, surcharges, pass-through costs, out-of-pocket expenses, and any other expenses incurred by Abay that include third-party costs in connection with the provision of the Services to the Customer.
- c) **“Confidential Information”** means each item of proprietary information that would reasonably be regarded as confidential, and the intellectual property rights therein, disclosed by one Party to another, including but not limited to any financial information, procurement and purchasing requirements, business forecasts, sales and marketing plans and information and customer lists relating to that Party or any of its affiliates.
- d) **“Abay”** shall either:
 - i. have the meaning given to it in the FLSA; or
 - ii. Where the Parties have not entered into an FLSA, means the entity providing the Services under these STCs.
- e) **“Consignee”** shall mean any person, agent, or employee appointed by the Customer or named in the Bill of Lading to take delivery of the Goods being transported.
- f) **“Container”** means, without limitation, any pallet, packing case, container, tank, or any other unit or item used to transport Goods.
- g) **“Customer”** shall either:
 - i. have the meaning given to it in the FLSA; or
 - ii. Where the Parties have not entered a FLSA, mean the entity receiving the Services under these STCs.
- h) **“Delivery Point”** means the premises of either the Consignee or the Relevant Operator.
- i) **“FLSA”** or **“Freight and Logistics Service Agreement”** shall mean, where applicable, the agreement with that title entered into between Abay and the Customer.
- j) **“Goods”** means any consignment of freight to which the Services relate, which are the subject of an Order and includes any packaging, containers or equipment.

- k) **“Order”** means a request made by the Customer to Abay for Services to be performed in relation to Goods.
- l) **“Owner”** means the person who owns or is entitled to the possession of the Goods or, where applicable, the Bill of Lading.
- m) **“Party”** means Abay and the Customer and “Parties” shall be construed accordingly.
- n) **“Port of Discharge”** means the port to which the Customer has stated in the Order that delivery of the Goods shall be made.
- o) **“Port of Loading”** means the port to which the Customer has stated in the Order that pick up of the Goods shall be made.
- p) **“Port Authority”** means the organization responsible for managing and maintaining the traffic and regulations at the relevant port.
- q) **“Public Official”** means (i) any official or employee of any government agency or government-owned or controlled enterprise, (ii) any person performing a public function, (iii) any official or employee of a public international organization.
- r) **“Relevant Operator”** means the operator or operators of any vessel nominated by the Customer to take delivery of the Goods at a Port.
- s) **“Services”** shall mean either:
 - i. the services set out in the FLSA; or
 - ii. Where the Parties have not entered into a FLSA, the services that Abay has agreed to provide to the Customer.
- t) **“Services Agreement”** shall mean either:
 - i. The FLSA; or
 - ii. Where the Parties have not entered into a FLSA, an agreement for the provision of the Services by Abay to the Customer, and shall incorporate these STCs and, where applicable, any Bill of Lading.
- u) **“Shipper”** shall mean a person who coordinates the transport of goods.
- v) **“STCs”** or **“Standard Terms and Conditions”** shall mean these standard terms and conditions for the provision of freight and logistics services including its schedule(s), as such are amended from time to time.
- w) **“Third Party”** or **“Third Parties”** shall mean persons other than the Parties.

1.2 As used in these STCs:

- i. the masculine includes the feminine and the neuter; and
- ii. The singular includes the plural and vice versa.

1.3 Headings are included in these STCs for ease of reference only and shall not affect their interpretation or construction.

1.4 References to Conditions are, unless otherwise provided, references to conditions of these STCs.

1.5 Where there is a conflict between a Bill of Lading, the FLSA and these STCs, the conflict shall be resolved in accordance with the following order of precedence:

- i. the Bill of Lading (where applicable);
- ii. the FLSA or, if there is no FLSA, any other agreement for services between Abay and the Customer; and
- iii. These STCs.

1.6 Any reference to any statute or legislation shall be deemed to include any amendments, re-enactments or replacements of such statute or legislation.

2 APPLICATIONS

2.1 If any mandatory laws are applicable to the provision of the Services under these STCs, these STCs shall be construed as being subject to such laws. Nothing in these STCs shall be construed as a waiver by Abay of any of its rights or protections or as an extension of any of its obligations or responsibilities under such mandatory laws.

2.2 Abay shall be entitled to retain and be paid all amounts customarily retained by, or paid to providers of services similar to the Services. These shall not affect the Charges payable by the Customer.

3 APPOINTMENTS AND SCOPE OF WORK

3.1 The Customer appoints Abay to provide the Services, in consideration for the Charges. Abay reserves the right to refuse any Order.

3.2 Where the principal carrier of the Goods is a Third Party, Abay shall act as the Customer's agent and the relevant Third Party's Bill of Lading shall apply to the carriage of such Goods in addition to these STCs.

3.3 To the extent required, the Customer hereby appoints Abay as its agent to enter into any contracts on behalf of the Customer which Abay in its absolute discretion believes are necessary for the performance of the Services or as may be necessary or desirable to carry out the Customer's instructions including, where applicable, any services to be performed under a Bill of Lading or pursuant to the FLSA or other agreement for the provision of services between Abay and the Customer.

3.4 Abay shall, following reasonable written notice from the Customer, provide the Customer with evidence of any contract Abay has entered into on the Customer's behalf as the Customer's agent.

3.5 Abay may in its absolute discretion subcontract any of its rights and obligations under this Services Agreement without the prior written consent of the Customer.

4 ABAY'S OBLIGATIONS

4.1 In relation to the Services to be provided, Abay shall:

- i. comply with and act in accordance with any mandatory law; and
- ii. exercise reasonable skill and care in the performance of its responsibilities; and
- iii. Use reasonable endeavors to comply with all reasonable specific instructions in writing which the Customer may give (provided that such instructions do not conflict with the Services Agreement).

4.2 Abay reserves the right to deviate from any specific instructions given by the Customer, or from any stated means by which it will provide the Services if any event or situation arises rendering the provision of the Services in that manner not commercially viable, despite the reasonable endeavors of Abay to the contrary.

4.3 The Customer shall have no recourse against Abay in respect of any deviation by Abay from the instructions of the Customer in accordance with Condition 4.2.

5. THE CUSTOMER'S OBLIGATIONS

5.1 In relation to the Services to be provided by Abay, the Customer shall for the benefit of Abay:

- i. comply with and act in accordance with any mandatory law;
- ii. provide to Abay in good time and in advance all information necessary for Abay to provide the Services on a timely basis, including but not limited to details of the Shipper/Consignee or the relevant appointed agent, the details of the Goods to be shipped, and desired timings for the performance of the Services;
- iii. Provide all documentation and information necessary for Abay to provide the Services. pursuant to these STCs within a reasonable time of any request for such information being made; and
- iv. Cooperate with all authorities on all matters relating to the provision of the Services.

5.2 The Customer shall accept and shall procure that any Shipper/Consignee or appointed agent accepts, delivery of the Services in accordance with these STCs.

5.3 Should the Consignee or any appointed agent fail to take delivery of the Goods at the Delivery Point, Abay shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, Consignee, or appointed agent, whereupon the liability (if any) of Abay in respect of the Goods or that part thereof shall wholly cease. All costs (including but not limited to storage costs and legal fees) incurred by Abay as a result of the failure to take timely delivery shall be paid by the Customer to Abay upon demand.

5.4 Receipt by the Consignee entitled to delivery of the Goods without complaint is prima facie evidence that the Goods have been delivered in good condition and in accordance with this Services Agreement.

5.5 The Customer warrants that:

- i. all information provided by or on behalf of the Customer which relates to required Services or Goods shall be complete and accurate;
- ii. all equipment and other materials provided by the Customer in relation to or for the purposes of the performance of the Services, including but not limited to any Container, is fully fit for purpose and in good condition;
- iii. all Goods are fit for carriage and all steps have been taken to ensure the Goods have been appropriately prepared and packaged and are capable of being identified; and
- iv. Any Container provided by the Customer is in good condition and is suitable for the carriage of the Goods.

5.6 Where Abay provides the Container, the Customer accepts that, by loading the Goods onto or into such Container, the Container is in good condition and is suitable for the carriage of the Goods.

5.7 The Customer acknowledges that, where the Customer delivers to Abay or causes Abay to deal with or handle Goods which are or may be considered to be hazardous, dangerous, or capable of causing damage or adversely affecting other goods or Goods likely to attract rodents or other animal life whether declared to Abay or not, the Customer shall be liable for all losses or damage that may arise in connection with such Goods.

5.8 Where Condition 5.7 applies, the Customer:

- i. shall at all times fully indemnify Abay and hold it harmless against all penalties, claims, damages, losses, costs, and expenses (including but not limited to legal expenses) whatsoever arising in connection with any such Goods; and
- ii. Accepts that Abay shall be entitled to deal with the Goods in such manner as Abay, or any other person in whose custody the Goods may be at any relevant time, thinks fit.

6. REMUNERATION

6.1 The Customer undertakes to pay Abay the Charges, as consideration for the Services provided by Abay in accordance with the FLSA, or if there is no FLSA, as otherwise agreed between the Parties. If no express payment terms have been agreed upon between the Parties (either in an FLSA or otherwise), the default payment terms in Condition 6.2 shall apply.

6.2 Abay shall issue an invoice prior to shipment which the Customer must pay prior to shipment. Abay reserves the right to cancel any Order where payment has not been made in accordance with this Condition.

6.3 Abay shall have no liability to pay any tax, duty, levy, or charge of any kind imposed by any state or state authority by reason of the provision of the Services (other than tax on its overall net income imposed in a state in which Abay is based for tax purposes). Where Abay incurs expenses or is subject to any claims in relation to such payments, the Customer shall at all times fully indemnify Abay and hold it harmless in respect of all penalties, claims, damages, losses, costs, and expenses (including but not limited to legal expenses) whatsoever arising incurred in connection with such taxes, duties, levies, charges or similar items of expenditure.

6.4 Without prejudice to any rights that Abay may have pursuant to the Bill of Lading (if applicable), Abay shall have a general right of lien in respect of any Goods or any documents relating to Goods in its possession or control at any time, for all sums which are due from the Customer at any time.

6.5 The Customer shall pay to Abay all sums immediately when due without any deduction or withholding other than as required by mandatory law (and where any deduction or withholding is required by mandatory law the Customer shall increase the amount payable to Abay to reflect the amount that Abay would have received if no deduction or withholding had been made) and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Abay in order to justify withholding payment of any such amount in whole or in part.

6.6 In the event of default of any payment due, or in the event of the levying of any distress or execution against the Customer or the making by it of any composition or arrangement with creditors or, being Abay, the Customer's liquidation or any analogous insolvency procedure in any jurisdiction, then all contracts between the Customer and Abay shall be terminated immediately and all sums owed (whether invoiced or not) by the Customer to Abay shall become due and payable immediately provided that, in Abay's absolute discretion, Abay may complete any Orders that have already been placed by the Customer at the date of termination and the Customer shall pay all Charges in relation to such Orders. Such termination is without prejudice to the accrued rights and liabilities of the Parties prior to termination.

6.7 Customers who are allowed to pay in a definite time are expected to pay on the agreed date. If they fail to pay on the agreed date; they will be charged an additional bank interest rate on the total or remaining balance

6.8 Abay will charge customers disbursement commission for the payment effected on behalf of Customers for third parties amount equal to 3 % of the total amount

7 LIMITATIONS OF LIABILITY

7.1 Nothing in this Services Agreement or these STCs shall operate to limit or exclude either Party's liability to the other for any liability which cannot be limited or excluded by mandatory law.

7.2 Under no circumstances shall Abay be liable to the Customer for any of the following types of loss or damage arising under or in relation to this Services Agreement (whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise):

- I. any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, any loss of market, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- II. Any indirect or consequential loss or damage whatsoever even if the Parties were aware of the possibility that such loss or damage might be incurred by the Customer.

7.3 On express instructions in writing declaring the Goods and their value, received from the Customer and accepted by Abay, Abay may accept liability in excess of the limits set out in Condition

7.3 Abay will put counterclaim to customers who subcontracted some activities on behalf of Abay for any loss **8 THIRD PARTY LIABILITIES**

8.1 The Customer shall be responsible for and shall at all times fully indemnify Abay and hold it harmless in respect of all claims by any Third Party (including but not limited to damages, losses, costs, expenses, and legal expenses) whatsoever arising out of or in connection with the Services and/or alleging Abay's liability for death or personal injury or property damage which Abay may incur or suffer as a result of the negligence, default or breach of statutory duty by the Customer, its employees or agents.

9 INDEMNITIES

9.1 The Customer shall at all times fully indemnify Abay and hold it harmless against all claims, losses, damages, costs and expenses (including but not limited to legal expenses) whatsoever arising which Abay may incur in connection with the performance of the Services under this Services Agreement unless any such matter arises solely and directly by reason of the willful misconduct or negligence of Abay.

9.2 If Abay at any time provides any bond, guarantee or another form of security to any customs or other local authority in connection with the Services provided, the Customer shall at all times fully indemnify Abay and hold it harmless from any claims, damages, losses, costs, and expenses (including but not limited to legal expenses) whatsoever arising and made thereunder and otherwise reimburse Abay immediately upon any such claims being made, unless any such claim arises solely and directly by reason of the willful misconduct or negligence of Abay.

9.3 Without limiting the foregoing terms, if Abay finds itself, whether by mandatory law or otherwise, jointly or severally liable for any liabilities of the Customer or any other party seeks to hold Abay liable for any liabilities of the Customer, then the Customer shall fully indemnify Abay and hold it harmless for any claims, damages, losses, costs, and expenses (including but not limited to legal expenses) whatsoever arising and made in respect thereof and shall not in any way assert any claim for a contribution from Abay.

10 INSURANCES

10.1 The Customer shall take out cargo insurance, at its own expense, for the full replacement value of the Goods, and shall keep such insurance valid and in force for the term of this Services Agreement.

10.2 Abay shall not be required to take out insurance in relation to the Goods but, in the event of any claim for loss of or damage to Goods, Abay may, in its absolute discretion claim against any cargo insurance policies it may have in place, and then send a liability letter to all service providers related to the shipment under dispute on behalf of Customers

11. CONFIDENTIALITY

11.1 Subject to Condition 11.2, Abay and the Customer agree to keep all Confidential Information confidential, not to use it for any purpose (other than in the context of the Services), and not to disclose it without the prior written consent of the other Party to any Third Party, unless:

- I. the information was public knowledge at the time of the disclosure.
- II. the information becomes public knowledge other than by breach of the confidentiality requirements set out in these STCs;
- III. the information subsequently comes lawfully into its possession from a Third Party; or
- IV. Such disclosure is required pursuant to any mandatory laws or regulations to which the disclosing Party is subject.

11.2 Each Party shall be entitled to disclose Confidential Information to its directors, shareholders, officers, employees, advisers and consultants having a need to know the same. Abay may disclose the Confidential Information to potential assignees or transferees.

11.3 Neither Party shall make any announcement, statement or press release concerning this Services Agreement without the prior written consent of the other Party.

12. ASSIGNMENT

12.1 The Customer may not assign or transfer all or any part of this Services Agreement or any part of its rights or obligations under it without the prior written consent of Abay, such consent not to be unreasonably withheld or delayed.

13. FORCE MAJEURE

13.1 In relation to the provision of the Services, the obligations of Abay and/or the Customer shall be suspended during any period and to the extent that such Party is prevented or hindered from complying with such obligations by any cause beyond its reasonable control including, but not limited to, strikes, lock-outs, labor disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any mandatory law or government order, rule, regulation or direction, port security, Port Authorities and security restrictions in ports, accident, breakdown of plant or machinery, fire, flood, storm or other adverse weather conditions, difficulty or increased expense in obtaining workmen, materials, supplies or raw materials in connection with the provision of the Services.

13.2 In the event of either Party being so hindered or prevented in accordance with Condition 13.1, the Party concerned shall give notice of suspension as soon as reasonably possible to the other Party, stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the right of such Party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause of suspension and shall so notify the other Party. **13.3** Conditions 13.1 and 13.2 do not apply in relation to the payment obligations of the Parties contained in Condition 6.

14 NOTICES

14.1 Any notice or other communication given or made by Abay or the Customer under this Services Agreement or otherwise in connection with the provision of the Services shall be in writing and may be delivered to the relevant Party or sent by courier (either domestic or international as applicable), facsimile transmission or email to the address or communication number of that Party as may be notified by that Party from time to time for this purpose and shall be effective notwithstanding any change of address not so notified.

14.2 Unless the contrary is proved, each such notice or communication shall be deemed to have been given or made and delivered, if by courier delivery (either domestic or international as applicable) during Working Hours when left at the relevant address and otherwise on the next working day after delivery and if by facsimile or email during



Working Hours when transmitted and otherwise on the next working day after transmission. For the purposes of this Condition 15.2, “Working Hours” shall mean between the hours of **8.30 am and 5.00pm Monday to Friday and Saturday from 8; 30 am to 6; 30 pm** in the local time of the territory where the notice is delivered.

15 ETHICAL STANDARDS

15.1 Abay and Customers staffs will treat each other and their customers ethically

15.2 Abay and Customer will deliver the service in an Ethical manner

15.3 Both parties will demonstrate corporate social responsibility

15.4 Both parties will not request any additional cost other than stipulated under the tariff article

16. ENTIRE AGREEMENT

16.1 This Services Agreement constitutes the entire agreement between the Parties in relation to its subject matter and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties, whether oral or written, in relation to that subject matter.

16.2 Each Party acknowledges that in entering into this Services Agreement it has not relied upon any oral or written statements, collateral, or other warranties, assurances, undertakings or representations which were made by or on behalf of the other Party in relation to the subject matter of this Services Agreement at any time before its signature (together “Pre-Contractual Statements”), other than those which are set out expressly in this Services Agreement.

16.3 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements, but for Condition 16.2.

16.4 Nothing in this Condition 16 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

17 MISCELLANEOUS

17.1 Save as expressly provided in this Services Agreement, no amendment or variation of this Services Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the Parties to it.

17.2 Any consent given by a Party shall operate as a consent only for the particular matter to which it relates and in no way shall be construed as a waiver or release of any provision of this Services Agreement nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the relevant Party in the future unless expressly so provided.

17.3 The failure of a Party to exercise or enforce any right under this Services Agreement shall not be deemed to be a waiver of that right now operates to bar the exercise or enforcement of it at any times thereafter.

17.4 If any part of this Services Agreement is or becomes invalid, illegal, or unenforceable, then such part shall be construed to be deleted from this Agreement, but such deletion will not affect the enforceability of the remainder of the Agreement save that the Parties shall negotiate in good faith in order to agree on the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as closely as possible gives effect to their intentions as expressed herein. Failure to agree on such a provision within six months of commencement of such negotiations shall result in automatic termination of this Services Agreement.

17.5 Nothing in this Services Agreement is intended to transfer any intellectual property rights (including but not limited to patents, designs, trademarks, and trade names (whether registered or unregistered), copyright and related rights, database rights, and knowhow) in any proprietary information or data from Abay to the Customer. Any developments, amendments, modifications, enhancements or other changes to Abay's intellectual property rights (including but not limited to those intellectual property rights set out above in this Condition) will vest in Abay and will not vest in the Customer. To the extent that any such developments, amendments, modifications, enhancements, or other changes do vest in the Customer, the Customer hereby assigns (and shall procure that all applicable Customer personnel assign) to Abay any and all right, title, or interest that the Customer or Customer personnel may now or hereafter possess in or to such developments, amendments, modifications, enhancements or other changes. The Customer hereby waives (and shall procure that all applicable Customer personnel waives) in favor of Abay, all moral rights subsisting in or associated with such developments, amendments, modifications, enhancements, or other changes.

17.6 The rights and obligations of the Parties under this Services Agreement which are intended to continue beyond the termination or expiry of this Services Agreement shall survive the termination or expiry of this Services Agreement.

18 LAW AND JURISDICTION

18.1 This Services Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including but not limited to non-contractual disputes or claims) shall be governed by and construed in accordance with Ethiopian law.

19.2 Any dispute arising out of or in connection with this Services Agreement (including but not limited to non-contractual disputes or claims) shall be referred to arbitration in Ethiopia in accordance with the Arbitration Act or any statutory modification or re-enactment thereof.

19.3 The reference to arbitration shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within 14 calendar days of such notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and gives notice that it has done so within the 14 calendar days specified. If the other Party does not appoint its own arbitrator and does not give notice that it has done so within the 14 calendar days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party



accordingly. The award of a sole arbitrator shall be binding on both Parties as if such sole arbitrator had been appointed by agreement except in the case of manifest error. If both Parties appoint an arbitrator, then the two arbitrators shall appoint the third arbitrator who will act as chairman and the award of such three arbitrators shall be binding on both Parties except in the case of manifest error.

19.4 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

19.5 Nothing in this Services Agreement shall preclude Abay from the right to seek in any jurisdiction security or interim orders (by means of an appropriate remedy of relief including, but not limited to, in rem arrests, injunctions, attachments, seizures, sales, detention, the exercise of any lien or otherwise howsoever) in each case in accordance with any mandatory law or regulation in respect of claims arising in any jurisdiction.



12.2) Transporter's General Standard Contract (specifically for the Transporter)

This Standard general agreement will be customized based on the type of agreement between transporters. It will be for one time or contract period; for transport Market place or Delivery of cargo; Customers who need the whole service of Abay or vehicle only.

AGREEMENT FOR TRANSPORTATION SERVICE

Agreement Between

Abay logistics Plc. and Transporter

This Agreement made and entered effective as of the ____ day of _____ 20__ by and between:

Abay Logistics PLC a duly incorporated company having its registered office at Kal Building, 2nd Floor, Suite 204, Woreda 06, Bole Sub-City, In front of Nyala Motors, telephone +251 118 132 182/83 email info@abaypl.com Addis Ababa, Ethiopia (hereinafter "**Abay**"),

And

_____ (hereinafter "**Transporter**"), with headquarters at _____, supersedes any previous agreements between the parties unless otherwise stated herein.

CLAUSE 1: DEFINITION

Unless otherwise provided in the contract, the following terms shall be interpreted as follows:

- 1.1 "The contract" means the agreement entered into between the principal and the agent, as recorded in the contract signed by the two parties, including all attachments and appendices there to and all document incorporated by reference therein.
- 1.2 "The contract price" means the price payable to the agent under the contract upon the completion or proper performance of its contractual obligations therein for specific operations.
- 1.3 "The Goods" is understood in the contract as the cargo for which the principal needs the agent to perform the formalities of port handling and customs clearance and transportation and is understood as the complete and intact Goods under the shipping documents.
The "Goods" shall contain and cover and shall be the complete original goods as listed in the packing list and bill of lading.
- 1.4 "The Destination" means the site designated by the principal where the cargo is off-loaded.

- 1.5 “The Documentation” means the documents and/or the packing lists and/or certificate of origin other documents needed for Dry port handling and customs clearance.
- 1.6 “The port storage” or “warehouse charges ‘the charges incurred beyond the grace period allowable by the terminal operator.
- 1.7 “IMO cargo means” those goods which are considered to be hazardous by the port according to international maritime law.
- 1.8 The container demurrage is the line container detention charges for the time beyond the grace period
- 1.9 Set by the line.
- 1.10 Customer-Company or individual who is the owner of the cargo or representative of the customer at the point of loading or Final destination
- 1.11 All the delivery periods are given in terms of working day and hours.

CLAUSE 2: SCOPE OF AGREEMENT

Abay hereby appoints **Transporter**, represented by _____, as agent for the transportation of goods from and to the following Final destination Points as indicated below:

NO	Origin	Final Distribution Point	Transit time (Day)	Remark
1.				
2.				

CLAUSE 3: RESPONSIBILITIES OF TRANSPORTER

2.1 General Responsibilities Transporter Related

- a) Basic requirements to work with “Abay “are
- i. Renewed trade license from pertinent Authority
 - ii. License from Transport Authority or Bureau
 - iii. Clearance from tax Authority
 - iv. Comprehensive, third party and third-party insurance for all vehicles that will be applicable for the contract period for the average value that will be required by `Abay`

- b) The vehicle owner who has the interest to work with “Abay” will apply online supported by the following documents & Information
- i. Fill out the application form available online
 - ii. A copy of the documents listed above
 - iii. Select preferred contract options
 - **Permanent contract**-Sign a time contract from 3 months to one-year period with Abay and supply the trucks detail to work in the contract period permanently
 - **Seasonal trucks** –work for specific seasons by signing a contract and supply trucks with full detail
 - **Temporary/Casual trucks**-appear whenever they are idle. Still, they are required to sign a contract to work on this modality and report their availability at least for one day.
- c) All Vehicles must have Comprehensive motor insurance, third party & Cargo Insurance. The cargo insurance should be sufficient to cover any loss arising from any accidents fully
- d) Once the transporter signs a contract with `Abay`, Abay will assign the trucks as per the `Abay` system
- e) The performance of Transport companies/Vehicle owners will be used for truck assignment
- f) The transporters will assign a driver with the following details
- Valid driving license to operate the designated vehicle
 - Good performance record
 - No fatal and serious accident record
 - Good discipline
 - Ethical behavior
- g) Report to `Abay` at any time if there is an accident or `near miss
- h) If there is any accident simultaneously report to the insurance company and act immediately. If it needs replacement of the vehicle, it should be replaced by the transporter within one day covering all costs
- i) Immediately take action and replace the driver when reported from `Abay` for a misconduct

- j) Agree to deliver the cargo to the owner in a place specified with same cargo detail without any damage. If there is any loss or damage, the transporter will be fully liable
- k) As far as the transporter accepts the assignment via the app and get the confirmation from customer and `Abay`, the vehicle will be ready within one-day
- l) The transporter will not cancel any assignments after one hour of confirmation, if canceled, the following will be applied;
 - For the first time warning will be given and communicated via email
 - For the second time and then after birr 1,000 per cancellation will be paid in the form of penalty that will be deducted from transport fee or paid in cash
- m) All vehicles must be fitted with operational GPS and speed limiter.
- n) Abay will fix the GPS and deduct it from the transport fee, manage the GPS and submit the status report if the transporter agrees to use the service of `Abay` upon payment of the agreed service fee
- o) `Abay` will have access for the GPS data for operational purpose if that is managed by the transporter or any other Service provider

2.2 General Responsibilities related to Drivers

- a) All drivers must have a renewed driving license
- b) The minimum requirement for drivers is depending on the Road transport/transport Beuro requirement. Any driver couldn't drive any vehicle beyond its legal capacity determined by the law. The vehicle owner and or the driver will be liable for any action taken beyond this
- c) Strongly prohibited to use drugs prohibited by law or use alcoholic beverages, Smokes and `Chat` while driving. If the driver is found violating this provision, it will result automatic dismissal from `Abay` operation and will be reported to the transporter. Transporters will be expected to take administrative action and report to `Abay`
- d) Use Smart telephone & use the telephone only for customer-related service
- e) The telephone should be with sufficient airtime every time.
- f) The driver should wear `Abay` uniform. The cost will be covered by the transporter

- g) All the time the driver should be clean, his hair and beard also be shaved properly
- h) Must be ethical and respect `Abay` core values all the time
- i) Should not negotiate and request any additional payment from customers
- j) Check the vehicle before starting driving & while driving
- k) Take care of customers, their cargo & their belongings
- l) Load the cargo with the appropriate Freight order
- m) Deliver the cargo to the customer`s address specified in the freight order with the delivery order without any shortage and damage
- n) Submit all freight, delivery order, and other loading documents to the transporter as a witness of the loading and delivery of cargo
- o) Will not load any cargo other than `Abay` order at the loading port/site and in transit
- p) Always clean the vehicle both internally and externally
- q) Put `Abay` logo on the vehicle that will be supplied by `Abay`

2.3 General responsibilities related to Vehicles

- a) The accepted models and year make to work with Abay will be communicated by Abay and will be updated whenever required
- b) All vehicles must pass annual inspection and be certified for the period to work
- c) Should have Comprehensive motor insurance that includes own damage, passengers, and third party together with cargo insurance

3. Transportation of Commodities

- 3.1 Provide trucks as per **Abay's** request to transport Goods from and to the Final Distribution Points as per need.
- 3.2 Provide roadworthy vehicles in very good condition and well maintained for transportation of goods. **Abay** has the right to reject any vehicle it considers unsuitable for loading for the journey involved.
- 3.3 All efforts must be made to complete transportation without transshipment. In the event that transshipment becomes unavoidable, it may only take place with the knowledge and written approval of **Abay**.
- 3.4 The Transporter will supply own materials and supplies (truck, fuel, driver, Comprehensive and Cargo insurance and upkeep) that will be necessary to perform the service under this agreement.
- 3.5 The Transporter undertakes to perform the service with the highest standard of professional ethical

competency and integrity.

5 Access to Documents and Records

5.1 The Transporter agrees to provide **Abay** access to any documents, papers, and records of a transporter that are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.

6 Reports

6.1 The Transporter will provide **Abay**, with daily updates on the convoy movement, including position and status.

6.2 Submit invoices for all transport charges within a week after the completion of the work.

6.3 For payment, the Transporter will submit to **Abay's** office the original Truck Waybills as proof of delivery. The Waybills must be signed and stamped by the Customer representative from the stipulated Final Destination Points. If the waybill is not signed and stamped, **Abay** reserves the right to stop or delay payment. In addition, the Transporter **MUST** stamp the invoice and waybills with the transporter's company stamp.

7 Taxes

7.1 The payment of any taxes, dues, or fees required by law to be paid to a government or any local authority related to this contract shall be the sole responsibility of the Transporter.

8 Insurance/Injuries

8.1 The Transporter will ensure that the trucks are fully insured with comprehensive motor insurance and to the full invoice value of the cargo against any risks at his own expense, and no liability will attach to **Abay** in this respect.

8.2 The Transporter will ensure that the drivers of the trucks and their assistants will also be insured in accordance with laws of Ethiopia and no liability will attach to **Abay's** in this respect. Neither Contractor nor Contractor's employees shall be deemed employees of **Abay** for any purposes, nor shall they participate in any **Abay** employee benefit or insurance schemes.

9 . Security, License, and Taxes

9.1 The Transporter's services hereunder will be performed in areas with existing or potential political or social unrest. Transporter agrees to assume all risks, including damage to person and property, resulting from any such unrest. Transporter is solely responsible for the safety of Transporter's property and employees, and for obtaining any desired insurance protections with respect to Transporter's work in such areas.

9.2 Should Transporter be performing services in areas where **Abay** has operations, Transporter will coordinate with **Abay** on security issues. **Abay** may include Transporter in the security and evacuation planning and procedures that **Abay** conducts for its own staff, but Transporter is responsible for assessing the adequacy of such plans and procedures to Transporter's own satisfaction, and making alternative arrangements if judged necessary by Transporter.

10 License

10.1 The Transporter hereby represents and warrants that all trucks made available for the transportation of **Abay's** goods are licensed in compliance with all applicable laws regarding business permits that may be required to carry out the work to be performed under this Agreement, and that Transporter is not party to any Agreement restricting Transporter's ability to enter into this Agreement, and that Transporter's performance of this Agreement does not require the consent of any person or entity.

10.2 The Transporter will ensure that his trucks are not overloaded, resulting in the cargo being impounded by the Vehicle Inspection Authorities.

11 No Assignment or Subcontracting

11.1 Transporter shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of **Abay**.

12 Confidentiality

12.1 The Transporter agrees to not discuss its performance of services under this Agreement, with any third party without **Abay's** written consent. The Transporter agrees to hold in confidence for the benefit of **Abay** any confidential information that may be disclosed to the Transporter, or to which the Transporter may have access as a result of this Agreement, including the results of the Transporter's services hereunder.

13 Indemnification

13.1 The Transporter agrees to indemnify and hold harmless to **Abay**, and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of **Abay** and such entities, from any and all claims or liabilities arising out of the performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence of **Abay** or its affiliates or subsidiaries.

14 Right to Works and Inventions

14.1 The Transporter agrees that all materials, reports, information, documentation, inventions, or other work product generated by the Transporter in the performance of services under this Agreement are the property of **Abay** and the Transporter hereby assigns all rights, title, and interest in and to such items to **Abay**, subject to any rights of the Ethiopian government under applicable regulations.

CLAUSE 4: RESPONSIBILITIES OF ABAY

4.1 Payment to Transporter

Abay will pay the Transporter for transportation of commodities at the rate(s) indicated below:



No.	Origin	Final Destination Point	Weight (Metric ton, Quintal etc.)	Transit time (Day)	Rate per 20ft container	Rate per 40ft container	Rate /Quintal
1.							
2.							

4.2 Abay shall make payments within 30 days from the date the invoice is submitted.

4.3 Abay does not make any advance payments. Full payments will be made upon presentation of signed/stamped copy of Truck waybills.

CLAUSE 5: GENERAL PROVISIONS

- 5.1 This agreement may be modified or extended by written agreement of both parties.
- 5.2 The Transporter agrees not to transport **Abay's goods** with any other commodities hazardous to human health
- 5.3 The Transporter agrees to properly cover the trucks carrying the commodities

CLAUSE 6: TERMINATION

Each party shall have the right to terminate with or without breach of the terms stipulated in this contract thereof. In the event of termination as a result of breach, the innocent party shall have the right to terminate the contract by giving the party in breach two weeks' notice in writing. In the event of termination for any other reason other than breach, either party shall give two weeks' written notice of termination to the other party-provided however, that termination of this Agreement shall not affect or impede the performance of either party's outstanding obligations during or prior to the notice period.

The following matters shall constitute a breach, whatever the excuse and whether they shall be voluntary or involuntary:

- a) Any default in payment of the contract sum when the same falls due;
- b) Any default in the observance or performance of any material obligation of the Transporter and the Transporter's employees under this Agreement;
- c) Any falsehood, misrepresentation, acts of terrorism, drug/human trafficking, corrupt and/or fraudulent practice discovered, or any failure of any of the warranties given by the Transporter under this Agreement;
- d) The commencement of any insolvency, winding up, receivership, liquidation, or dissolution proceedings against the Transporter or any of its affiliates, or against any of its assets or the deregistration of the Company from the Companies Register

- e) The Transporter becoming a subject of any merger or consolidation pursuant to which the Transporter shall not be the surviving entity or shall dispose of all or substantially all of its assets in one or more transactions;
- f) Any other unforeseen occurrence that can reasonably be considered analogous to or similar in nature and effect to the above events of default;
- g) No inactions and accommodations granted by **Abay** to the Transporter and its employees in the event of the occurrence of breach shall be treated as waivers of any rights and/or remedies available to **Abay** under this Agreement, and **Abay** shall be free to exercise such rights and/or remedies available to it under the law at any time thereafter in its absolute discretion as though the event of breach had just occurred.

CLAUSE 7: REMEDY UPON BREACH

Upon the occurrence of any breach and at any time thereafter, **Abay** may give written notice of the event of breach to the Transporter and **Abay** shall have the right to exercise and enforce any and all the rights or remedies available to **Abay** under the law.

CLAUSE 8: FORCE MAJEURE

If, through “force majeure” (government embargo, war, blockages, revolution, insurrection, mobilization, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God), one or both of the contracting parties are unable to perform their obligations under the terms of this Agreement, then the Agreement shall be considered canceled and no penalties will attach to the parties. **Abay** will then calculate payment on a per-ton, per loaded kilometer basis up to the point where the truck stopped.

CLAUSE 9: AMENDMENTS

This Agreement supersedes any and all other agreements, oral or written, between **Abay** and the Transporter with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties. This Agreement may not be amended except by written agreement of the parties.

This Agreement may not be amended, modified, or varied except by written agreement of the parties.

CLAUSE 10: ARBITRATION

1. This Agreement shall be governed by Laws of Ethiopia.
2. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration as per both parties agreement based arbitrator in accordance with the Arbitration and Conciliation Act.

CLAUSE 11: CONTRACT PERIOD



The contract is binding effective from -----202-- to -----for the period of One month/Three months/6 months/One year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

Abay Logistics plc.

Transporter

Signature

Signature

Name

Name

Title

DATE _____

DATE: _____

Witness for Abay:

Signature

Name

Title

DATE: _____



12.3) Shipper's Standard Contract

Transport Market Place and Delivery System

Shipper's standard General contract that will be customized based on the type of required services whether it is Transport Market place or Delivery system

AGREEMENT WITH SHIPPER

Agreement Between

Abay logistics Plc. and Shipper

This Agreement made and entered effective as of the ____ day of _____ 20__ by and between:

Abay Logistics PLC a duly incorporated company having its registered office at Kal Building, 2nd Floor, Suite 204, Woreda 06, Bole Sub-City, In front of Nyala Motors, telephone +251 118 132 182/83 email info@abaypl.com Addis Ababa, Ethiopia (hereinafter "**Abay**"),

And

_____ (hereinafter "**Shipper**"), with headquarters at _____, supersedes any previous agreements between the parties unless otherwise stated herein.

CLAUSE 1: DEFINITION

Unless otherwise provided in the contract, the following terms shall be interpreted as follows:

14.1 "The contract" means the agreement entered into between the Shipper and the Abay, as recorded in the contract signed by the two parties, including all attachments and appendices there to and all document incorporated by reference therein.

14.2 "The contract price" means the price payable to the Abay under the contract upon the completion or proper performance of its contractual obligations therein for specific operations.

14.3 “The Goods” is understood in the contract as the cargo for which the Shipper needs the Abay to perform the formalities of port handling and customs clearance and transportation, and is understood as the complete and intact Goods under the shipping documents. The “Goods” shall contain and cover and shall be the complete original goods as listed in the packing list and bill of lading.

14.4 “The Destination” means the site designated by the Shipper where the cargo is off-loaded.

14.5 “The Documentation” means the documents and/or the packing lists and/or certificate of origin other documents needed for Dry port handling and customs clearance.

14.6 “The port storage” or “ware house charges” the charges incurred beyond the grace period allowable by the terminal operator.

14.7 “IMO cargo means” those goods which are considered to be hazardous by the port according to international maritime law.

14.8 The container demurrage is the line container detention charges for the time beyond the grace period set by the line.

14.9 All the delivery periods are given in terms of working day and hours.

CLAUSE 2: DOCUMENTATION

2.1 The Shipper shall present all the required documents like bill of lading, commercial invoice, packing list, certificate of origin, certificate of quantity, insurance policy any other related documents (if needed), to the Abay.

2.2 Abay shall check the number and content of the aforesaid documentation provided by the Shipper, and provide the Shipper with a written acceptance for it not later than the next working day of submission of documents to Abay.

2.3 In case that the documents provided by the Shipper does not meet the requirement for customs clearance, a notification shall be made to the Shipper by Abay not later than the next working day of the submission to the Abay, accompanied by a subsequent written resolution for remedy’s purpose, otherwise the Abay shall be liable for all the pertinent costs possibly incurred in the port (incl. the port demurrage) due to the delay thereby.

CLAUSE 3: WORKING SCOPE AND PROCESS

3.1 Placing Order

- a) Customers who want the service of Abay will visit the Abay system and check the service
- b) The customer will Login as a Guest

- c) The customer will fill the required field that include cargo type, destination, expected date of load and arrival
- d) The system will match with the available trucks as per the selection criteria
- e) System generated matching will be done
- f) All detail information regarding tariff, vehicle type, capacity will be sent to the customer
- g) The customer, if accept it will confirm and the truck will be assigned
- h) Operation no will be assigned as reference for follow up

3.2 Processing Order

- a) Customers will get system generated confirmation order with full detail showing the truck assigned, tariff, loading date, expected arrival time
- b) Immediately the Operation Department generates the operation, the Finance department send to customers payment request before the truck loaded except for those corporate customers who are allowed to pay on monthly basis
- c) The customers will effect the payment and Finance upload the information on the system so that operation department will send confirmation to load the cargo
- d) The transporter will give Freight order to Abay as confirmed order for the truck
- e) The transporters will get referenced system generated truck way bill that shows Cargo type, cargo volume, loading date, expected arrival time, Tariff and total revenue, Consignee

3.3 Cargo Follow up

- a) Once the cargo is loaded the truck and cargo will be tracked and traced 24/7 by GPS

- b) If there is any deviation from the assigned route, the GPS follow up team will report to the Division and the Division will take immediate action
- c) The Transport division will follow the vehicle to check whether it delivers as per ETA or not, if not check the driver and advise the customer. If the delay is due to the Transporter/Driver, it will be reported to the division for immediate intervention
- d) Advise customers about the cargo/Truck upon customers request and for any delay
- e) Give for Customers and Transporters tracer to track and trace the cargo/truck by them selves

CLAUSE 4: RESPONSIBILITY AND LIABILITY OF THE SHIPPER AND ABAY

4.1 Responsibility and liability of the Shipper

- a) To provide the documents to Abay as soon as the Shipper get the documents. (documents refer to full set of import or export documents required for finalizing the clearance)
- b) To make the payment to Abay under the condition of the fulfillment of the contract
- c) To unload the trucks carrying the goods immediately after arrival of the goods at Destination, and or bear the truck demurrage as per the demurrage law.
- d) To load the trucks immediately after arrival of the goods at origin, and or bear the truck demurrage as per the demurrage law.
- e) The Shipper shall bear costs for unloading the goods at the destination; customs and port storage charge at the customs check point or dry ports if there is any.
- f) The Shipper has the obligation to abide by the law and regulation of Ethiopian customs authority. Any deviation in quantity, nature, origin from the document submitted to the clearing Abay will be the sole responsibility of the Shipper.

4.2 Responsibility and liability of Abay

- a) To bear the port demurrage cost if delivers exceed the agreed delivery time but not with the submission and documentation problem of the Shipper and force majeure that arises beyond Abay capacity all with the other conditions as per clause 3.1, 3.2, and 3.3.

- b) To guarantee the transportation of the goods to be transported to the destination within the delivery time stipulated in the contract in case of any losses and/or damages incurred Abay has responsibility to notice the Shipper while loading and transporting the cargo.
- c) To provide the assistance to the Shipper for processing the claims for the losses and/or the damages incurred due to the maritime transportation, and
- d) Abay guarantee that the custom duty levied on some items (to be confirmed by the Shipper) of goods without custom duty exemption shall not more than the custom rate specified in the current effective tariff book, otherwise, the principle shall make claim to the customs ,
- e) To handle the freight forwarding, customs clearing and inland transportation responsibilities in due diligence.
- f) To handle the booking empty container pick up, following up with concerned government offices for the export.
- g) To assist the Shipper in matters related to booking , customs clearance, Post clearance audit and provide professional advises when a new regulations pertaining to customs procedures are adopted

CLAUSE 5: CONTRACT PRICE, PAYMENT TERMS & CONDITIONS

S.No	Type of charges	Per 20' if container are loaded paired	Per 40gp	Per Quintal	Currency	REMARK
1	Port Handling Charges					
2	Inland transportation charges					
3	Service/Clearance fee					

5.1 The Abay shall provide the invoice together with supporting documents to the shipper when the shipper makes the payment due to the Abay.

5.2 The payment shall be made within 30 days from the date the invoice is submitted

5.3 The rail transport charges shall be settled in advance

5.4 The truck transport charges for rail exports consider two working days detention free

5.5 Bill of lading and sea freight will be directly covered by the shipper

5.6 Delivery order (DO) cost for both Unimodal and multimodal will be settled as per the lines and Ethiopian Shipping and logistics service Enterprise rate .Upon submission of actual invoice by the Abay , it will be reimbursed by the shipper

5.7 The Abay will in addition to the above price charge 3 % disbursement commission on third parties payment that directly affected by the Abay

5.8 All the above prices will be subject to 15% VAT (It will be added)

5.9The transport rate is highly volatile due to the increment in fuel price followed by running costs of vehicles. Therefore, if there is significant increment in fuel price, reasonable adjustment will be made upon agreement by the two parties

5.10 Port handling charges include all port related costs charged by port terminal operators and service fee for Abay in Djibouti at cost. If for any reason; it is increased by the port or Abay it will be settled as per the actual invoice

5.11 The service /clearance fee for export assumed 20 containers in one bill at once. If the no of containers less than that, the rate applied will be different.

CLAUSE 6: AMENDMENTS

This Agreement supersedes any and all other agreements, oral or written, between **Abay** and the Shipper with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties. This Agreement may not be amended except by written agreement of the parties.

This Agreement may not be amended, modified, or varied except by written agreement of the parties.

CLAUSE 7: ARBITRATION

- 1 This Agreement shall be governed by Laws of Ethiopia.
- 2 Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed



_____ -based arbitrator in accordance with the Arbitration and Conciliation Act.

CLAUSE 8: CONTRACT PERIOD

The contract is binding effective from -----202 to -----for the period of Year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

Abay Logistics plc.

Shipper

Signature

Signature

Name

Name

Title

Title

DATE _____

DATE: _____

Witness for Abay:

Signature

Name

Title

DATE: _____

13) Master Settings (Admin, Transporter, Shipper) Setting Types & Fields

All the above data entry formats and reports have to be included and designed professionally.

13.1) Admin

13.2) Transporter

13.3) Shipper