
TERMS AND CONDITIONS

EMALLOY LOGISTICS is your most credible shipping company. We offer our customers the most competitive rates in the shipping industry. Our operations include Shipping, Clearing, Air Cargo, Container Booking, freight forwarding and Procurement of goods from abroad.

Customers must read, agree with, and accept all of the terms and conditions contained in this document as they are binding.

1. AREAS OF OPERATIONS

1.1 Our terms and conditions apply to all logistics functions such as shipping, warehousing loading, unloading, delivery, inventory management, handling, clearing and forwarding as well as services only covered by contract agreed upon by the company and the customer.

1.2 The customer is that party that instructs its contracting partner with the provision of logistics services for itself or third parties.

1.3 The company is that party that has been instructed to provide logistics services. The service provider is EMALLOY Logistics.

1.4 All third party appointed by the Customer shall be considered a party to the agreement.

2. DUTIES OF THE CUSTOMER

2.1 The Customer is solely obliged to track their goods from their supplier until the goods arrive at our receiving country's warehouse.

2.2 The customer is obliged to provide their names and contact details on their package before sending goods to our receiving country warehouse for easy identification.

2.4 The customer is obliged to provide the company with their contact details.

2.5 The customer is obliged to declare the content of their package, failure to do that or by providing wrong information will attract a penalty.

2.6 The customer is obliged to pick up their goods within 7 days upon arrival at our warehouse in Ghana. The company will not be held liable for the damages or loss of the goods after 7 days.

2.7 The principal automatically releases the right of ownership of goods to the service provider after the goods are not picked up after 60 days.

2.8 The customer is obliged to inspect the state of their goods before moving them from our warehouse. The company will not be held liable for any damages or loss after pick-up if not inspected.

2.9 The customer is obliged to provide a valid national ID card before pick-up of their items.

2.10 The customer is obliged to put fragile goods in protective cases and attach fragile images on packages before goods are sent to our receiving warehouse.

3. DUTIES OF THE COMPANY

3.1 The company is obliged to provide service in accordance with the terms and conditions in this document.

3.2 The company will update the customer with receipt of goods.

3.3 The company is obliged to provide the customer with the tracking number(s) to the container(s) in which the principal's good(s) will be loaded.

3.4 The company will provide weekly updates via social media on the status of loaded containers.

3.5 The company will send message to notify the customer of the arrival of their goods.

3.6 The company will always work in good faith towards the customer.

4. PAYMENT, DEMURRAGE AND CHARGES

4.1 An initial percentage of payment is agreed by both parties and made by customer to the company before service provision.

4.2 Air Cargo is charged based on weight.

4.3 Sea Cargo is charged based on the cubic meter (CBM) of the item.

4.4 All EMALLOY LOGISTICS duties are paid before or upon arrival.

4.5 The customer shall pay all arrears on their goods during clearing and on time before pickup.

4.6 Additional charges will be added during offloading of goods that exceed half a ton, which requires the use of a forklift. The company will bear the full cost of unloading goods exceeding half a ton at our receiving warehouse in China.

4.8 Goods that are not picked up after 7 days upon arrival at our warehouse in Ghana will attract a penalty of \$10 per day.

5. DAMAGES

5.1 The company is not responsible for the damages of goods before arriving at our receiving warehouse.

5.2 The company is obliged to refund 100% of the cost of damaged goods procured by its suppliers.

5.3 Should goods incur damages upon arrival in Ghana, the company consents to pay half of the duty cost and one-third of the product cost. The customer of damaged goods must provide the following information;

i. Evidence of payment to supplier.

ii. Suppliers I.D.

5.4 The company is not liable for sub-standard goods purchased or procured by a third party or supplier.

5.5 Should the customer consent to the purchase of an item or goods after confirmation of audio and visual (quality assurance), the company will not accept liability.

5.6 The customer must ensure that any item declared as fragile goods (e.g., Breakables) should be properly packaged in a wooden structure before delivery to our warehouse. The company will not accept any liability if damages occur.

5.7 The company will not accept responsibility for the quantity and quality of goods that were not procured by the service company's suppliers. The customer must confirm the quality and quantity before shipping to our receiving warehouse.

5.8 The customer must declare any unauthorized goods or items (batteries, liquids, powder) sent to warehouse for sea shipping or air-transportation.

Sea shipping items or goods must be declared by the customer. Failure to do so will result in seizure of goods or attract penalties.

5.9 The company will not accept any liability of goods shipped by air such as delays and damages.

5.10 The company is not permitted to inspect the content of goods delivered to its warehouse until absolutely necessary.

5.11 The company takes full liability for goods lost at our warehouse. If goods are kept in our warehouse for more than 7 days after offloading. The company does not take responsibility.

6. GENERAL SHIPPING INFORMATION

6.1 Loading Date: The date from loading goods or packages differs from the date of departure.

6.2 Departure Date: Vessels usually take off 7-10 days after loading date. In case of an extension, the company shall communicate all delays to the customer.

6.3 Delays: The company is not liable for delayed goods or packages however; the company may choose to compensate the customer at its own discretion.

6.4 Arrival: Upon arrival, clearance of goods takes 7-10 working days to clear. All customers shall be contacted to clear goods.

6.5 Penalty: Warehouse penalties and charges apply after 7 days. All customers contacted on cleared goods must pick up immediately before the deadline.



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