

## iShop for Business – ACCOUNT APPLICATION FORM

**\*Please complete this Application Form and return by EMAIL to: [infobusiness@ishop-worldwide.com](mailto:infobusiness@ishop-worldwide.com)**

### CUSTOMER INFORMATION

Legal Name of Business:

Trading Name:

Business Address:

Phone Number:

TPIN Number:

Email Address:

Company Registration Number:

### PRIMARY CONTACT

Title:  First Name:  Surname:

Position Held:  Contact Phone Number:

Email Address:

### TYPE OF BUSINESS

Sole Trader:  PLC:  Partnership:  Private Company:  LTD:

Other (Please specify):

### NATURE OF BUSINESS

Please specify: e.g. eCommerce, Transport, IT, Finance, Retail, etc.

Date Business Established:  No. of Employees:

### ACCOUNT TYPE REQUESTED

Credit:  Pre-Payment / Cash:

\*Credit Account requests will be subject to further information requirements. Such as; copy of company registration document, company vat registration document, Estimated monthly shipping volume (in KG's) etc.

\*With a Credit Account, the credit terms will be reviewed periodically, and adjusted if necessary, to suit the requirements of both parties.

**DIRECTORS DETAILS:** (Please use **BLOCK CAPITALS**. (*Full Names*))

Name:

Name:

Name:

Name:

**INVOICES & STATEMENTS:** (If different from Primary Contact)

Contact Name:

Email Address:

Contact Telephone Number:

**CUSTOMERS DECLARATION**

I hereby declare that the information given above is true and correct. I pledge to comply to the terms and conditions of iShop Worldwide Freight Limited. I further state that I am authorised to open a business account of behalf of my company.

**Full Name** (BLOCK CAPITALS): .....

**Signature:** .....

**Date:** .....

## **CREDIT / CASH / PRE-PAYMENT APPLICATION AND COMMERCIAL AGREEMENT WITH TERMS AND CONDITIONS.**

(the "Application Agreement")

Concluded by and between:

### **ISHOP WORLDWIDE FREIGHT LIMITED**

Registration no. 120230057463; TPIN 2002029978

East Park Mall, Block A, Unit 09B, Plot 5005,  
Corner of Great East and Thabo Mbeki Roads,  
Lusaka, Zambia.

(hereinafter referred to as "ISHOP" in Parts A and B or "Creditor" in Part C)

## **PART A**

### **ISHOP**

### **TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")**

#### **IMPORTANT NOTICE**

When ordering ISHOP's services you, as "Shipper", are agreeing, on your behalf and on behalf of the consignee of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

A "Waybill" shall include any Shipment identifier or document produced by ISHOP or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof.

Every Shipment is transported on a limited liability basis as provided herein.

If Shipper requires greater protection, then Shipment Value Protection may be arranged at an additional cost.

#### **1. Customs Clearance and Regulatory Compliance**

ISHOP may perform any of the following activities on Shipper's or Consignee's behalf in order to provide services:

- (1) Complete any documents, amend product or service codes and advance any duties, taxes or other regulatory charges required under applicable laws and regulations ("Customs Duties").
- (2) Act as Shipper's or Consignee's true and lawful agent or designate a customs broker to perform export control and customs clearance.
- (3) Redirect the Shipment to Consignee's customs broker or other address upon request by any person who ISHOP believes in its reasonable opinion to be authorized. Shipper or Consignee will provide any extra authorization required by applicable law for ISHOP to clear a Shipment.

## **2. Unacceptable Shipments**

A shipment is deemed unacceptable if it contains:

Complete firearms, ammunition, explosives, explosive devices or test pieces, air guns, replica or imitation firearms; counterfeit goods; cash; bullion (of any precious metal); live animals, prohibited animal parts or remains, such as ivory; human remains or ashes; loose precious or semi-precious stones; cannabis or its derivatives; or illegal goods, such as narcotics or other illegal drugs, it is classified as hazardous material, dangerous goods, prohibited or restricted articles under ADR (European Road Transport Regulation on dangerous goods) or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or other relevant organization ("Dangerous Goods"), it contains any other item which ISHOP cannot carry safely or legally, the address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling, Shipper, Consignee or any other party with a direct or indirect interest in the Shipment is listed on any applicable sanctions lists as a denied or restricted party.

## **3. Deliveries and Undeliverable**

Shipments cannot be delivered to PO boxes or postal codes.

Shipments are delivered to the Consignee's address given by Shipper but not necessarily to the named Consignee personally. Shipments to addresses with a central receiving area will be delivered to that area. ISHOP may notify Consignee of an upcoming delivery or a missed delivery. Consignee may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a ISHOP Service Point.

If the Shipment is deemed to be unacceptable as described in Section 2, it has been undervalued for customs purposes, Consignee cannot be reasonably identified or located, or Consignee refuses delivery or to pay Customs Duties or other Shipment charges, ISHOP shall use reasonable efforts to return the Shipment to Shipper. This shall be at Shipper's cost. If it is not possible to return the Shipment, it may be released, abandoned, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else.

ISHOP shall have the right to destroy any Shipment if ISHOP is prevented by any law or law enforcement agency from returning it in whole or in part to Shipper, as well as any Shipment of Dangerous Goods.

## **4. Inspection**

**ISHOP has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.**

## **5. Shipment Charges, Duties and Fees**

ISHOP's Shipment charges are calculated according to the higher of actual gross or volumetric weight per piece and any piece may be re-weighed and re-measured by ISHOP to confirm this calculation.

Payment of Customs Duties and other charges due as indicated on ISHOP's rate card or any other means shared to the customer in the receiving country, may be requested from Consignee prior to delivery. This includes a fee if ISHOP uses its credit with the Customs Authorities or pays any Customs Duties on Consignee's behalf. Shipper shall pay or reimburse ISHOP for all Customs Duties and other charges due for services provided by ISHOP or incurred by ISHOP on the Shipper's or Consignee's behalf if Consignee has failed to pay.

## **6. ISHOP's Liability**

ISHOP's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately \$US 30.00 per kilogram).

### **6.1**

If Shipper regards these limits as insufficient it must make a special declaration of value and make its own insurance arrangements.

ISHOP's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to ISHOP's attention.

ISHOP will make every reasonable effort to deliver the Shipment according to ISHOP's regular delivery schedules, but these schedules are not binding and do not form part of the contract.

ISHOP is not liable for any damages or loss caused by delay.

## **7. Claims**

All claims must be submitted in writing to ISHOP within thirty (30) days from the date that ISHOP accepted the Shipment, failing which ISHOP shall have no liability whatsoever.

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

## **8. Circumstances beyond ISHOP's control**

ISHOP is not liable for any loss or damage arising out of circumstances beyond ISHOP's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to ISHOP; any act or omission by a person not employed or contracted by ISHOP;

- e.g. Shipper, Consignee, third party, customs or other government official; third party cyber-attacks or other information security related threats; "Force Majeure" e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action.

## **9. Shipper's Representations, Warranties and Indemnities**

Shipper shall indemnify and hold ISHOP and its directors, officers, employees and agents harmless from and against all and any liabilities, losses and damages arising out of Shipper's failure to comply with the following warranties and representations:

1. The Shipment is acceptable for transport under Section 2 above.
2. The Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage.
3. Shipper has complied with applicable export control, sanctions, customs laws and regulations or other applicable regulatory requirements and restrictions related to the import, export, transit or transfer of goods.

4. Shipper has declared to ISHOP any controlled dual-use or military goods subject to government authorizations contained in the Shipment.

5. Shipper has provided all information, permits, licenses or other government authorizations and documents, as required by applicable law or upon request from ISHOP, and all information, permits, licenses or other government authorizations and documents provided by Shipper or its representatives are true, complete and accurate, including the value and description of the goods and Shipper and Consignee information, when providing personal data to ISHOP.

6. Shipper has complied with its legal obligations to process and share this data, including informing the affected individuals that personal data, including Consignee's email address and mobile phone number, is required for transport, customs clearance and delivery.

## **10. Routing**

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

## **11. Governing Law**

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

## **12. Severability**

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

## **PART B**

### **TERMS AND CONDITIONS OF CREDIT, CASH & PREPAID ACCOUNT/s** (“Credit, Cash & Prepaid Terms and Conditions”)

1. The Customer designated above (hereinafter “Customer”), hereby agrees with ISHOP Worldwide Freight Limited (hereinafter “ISHOP”) for the provision of courier (including ancillary) services (hereinafter the “Services”) and Credit, Cash or Prepaid facilities (together with the offered pricing in relation to expected volumes, which expected volumes may be documented in separate exchanges) offered and granted to it by ISHOP upon and subject to the terms and conditions set out in Parts A and B hereof.
2. Unless agreed otherwise by ISHOP in writing in a separate duly executed agreement / quote, or rate card (or other such document or agreement reflecting charges and/or surcharges agreed specifically with the Customer) signed by an authorised signatory of ISHOP (hereinafter the “Rates Agreement”), ISHOP's charges for the Services shall be as stated on the schedule of ISHOP's applicable published tariffs from time to time (hereinafter “Schedule of Tariffs”).

The Customer agrees to the charges specified in the Schedule of Tariffs increasing each year by the annual general rate increase applicable to ISHOP's general customer base, which annual general rate increase will apply to all ISHOP's charges for the Services, including, but not limited to, the charges for courier services, customs services, optional services and surcharges.

If the duties, tariffs, charges or other amounts on any component of the shipments to be delivered are increased, or in the event of inflation or depreciation, ISHOP shall have the right to increase the charges stipulated in the Schedule of Tariffs proportionately and the Customer will be advised accordingly and will be liable for payment of such increased charges immediately.

The Customer acknowledges that the Services provided by ISHOP herein may include those extended by, for, or on behalf of its international affiliates or agents. The Customer agrees that all such payments shall be paid to ISHOP in the currency specified in the invoice free of any foreign exchange fees or other charges notwithstanding any changes in currency.

3. ISHOP is entitled to and does apply surcharges such as: (i) governmental and regulatory increases stemming from any governmental or regulatory practices, surcharges, procedures or regulations, which result in increased cost to ISHOP (e.g. IATA security surcharges) which will be passed on to the Customer upon thirty (30) calendar days written notice; and (ii) emergency surcharges to recover costs associated with emergency situations beyond ISHOP's control, including but not limited to emergency situations, that may arise as a result of and/or be caused by disease outbreaks, epidemics, elections, pandemics, civil unrest, natural disasters and/or any other emergency situations.
4. The Customer specifically agrees that ISHOP may invoice the Customer electronically on a weekly basis, via electronic data interchange or via any other electronic method, which could be web-based programs that provide copies of invoices and other Shipment data and details, or via hard copy invoices.

The Customer further specifically agrees to be responsible for looking up any and all supporting documentation relating to any Shipment, including duplicate airway bills and proof(s) of delivery. The Customer agrees that ISHOP may charge additional charges if the Customer requests separated invoices/billings for each Shipment.

The Customer further agrees that such request may only be made within three (3) months from Shipment date. After three (3) months from the Shipment date, the request will not be valid or actionable by ISHOP and its representatives. The Customer accepts all charges associated with such requests.

5. The Customer hereby chooses its physical address set out on page one of this Application Agreement as its chosen 'domicilium citandi et executandi' (i.e., its address for service and/or delivery of pleadings, notices and/or documents) for all purposes arising out of this Application Agreement, and further expressly acknowledges that it shall accept service of any document or court process at such physical address or via email sent to its email address listed above where allowed by applicable law.
6. The Customer further hereby agrees that:

It is deemed to be the Shipper as referred to, or defined in, ISHOP's Terms and Conditions set out in Part A hereof (which Terms and Conditions may be updated from time to time by publication on ISHOP's website).

It is responsible for all Shipment charges and (destination) duties and taxes relating to any Shipment carried under its account/s. Any person who has knowledge of and makes use of the Customer's account/s (whether or not such knowledge or use is authorised by the Customer), is deemed to enter into a contract with ISHOP on the Customer's behalf and as its agent.

The Customer agrees that all freight related invoices are payable;

\*For **Credit Account**: Within agreed terms (This will be an amount of days), from the invoice date.

\*For **Cash Account**: Prior to Shipment to destination country, or upon collection at destination country.

\*For **Prepaid Account**: Prior to Shipment to destination country.

All customs duty and VAT related invoices are payable within 3 (three) calendar days from the invoice date for clearing/disbursement of customs duty and VAT accounts/charges.

The billing frequency for all freight related invoices shall be weekly per the standard ISHOP billing cycles while customs duty and VAT related invoices will be billed daily upon clearance.

The clearing/disbursement of customs duty and VAT accounts is a value-added service provided by ISHOP and may in ISHOP's sole discretion immediately be withdrawn upon written notice to the Customer.

ISHOP further reserves the right to withdraw/suspend/limit account facilities immediately without notice in its sole discretion. This includes but is not limited to accounts that are not in regular use.

**The Customer authorises ISHOP to furnish credit information to any credit bureau/credit provider and to request information concerning the Customer from any credit bureau/credit provider, in order for ISHOP to conduct a credit assessment and/or to trace the Customer and/or the surety/ies referred to hereunder in accordance with applicable legislation.**

**The Customer further authorises ISHOP to furnish information to law enforcement agencies or organisations, including in relation to denied party screening, suspicious transactions (including but not limited to large cash transactions) or other anti-money laundering regulations.**

7. This Application Agreement, which incorporates ISHOP's standard Terms and Conditions reflected in Part A above (which may be updated by ISHOP from time to time) and these Credit Terms and Conditions, contain the entire and only agreement between the Customer and ISHOP in respect of the subject matter thereof, and on the signing of this Application Agreement, the Customer hereby agrees to be bound thereby in regards to any domestic or international Shipment sent with ISHOP and any obligations/liabilities of ISHOP.

The limitations of liability as stated therein shall apply in respect of any and all claims of whatsoever nature, and howsoever arising, whether in contract or delict, whether directly and/or indirectly and/or vicariously, and in any way related to, arising out of or pursuant to Shipments and/or the Services, regardless of whether such claim arises in relation to the performance of this Application Agreement or arises extraneously to the performance of this Application Agreement.

No waiver of or amendments of this Application Agreement and/or ISHOP's standard Terms and Conditions shall be binding on ISHOP unless reduced to writing and signed by the duly authorised signatory/ies of ISHOP.

8. ISHOP may request the Customer to sign an updated Application Agreement (or other such replacement credit application agreement) from time to time. If the Customer refuses, it may terminate this Application Agreement upon three (3) calendar days' prior written notice to ISHOP, failing which the terms and conditions of the updated Application Agreement (or other such replacement credit application agreement) will be deemed agreed (for the avoidance of doubt, this shall not affect any suretyship provided in this or any previous Application Agreement, which shall remain of full force and effect).

This Application Agreement may be terminated by either party, for cause or for convenience, with immediate effect by giving written notice of termination to the other. ISHOP may discontinue, amend and/or restrict the availability of the Services with immediate effect upon written notice thereof to the Customer. ISHOP shall be relieved of any liability (including but not limited to any liability arising directly and/or indirectly from service disruption, non-performance or delays) in the event of any circumstances outside of ISHOP's reasonable control, including, but not limited to, earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, industrial action, disease outbreaks, election, epidemics, pandemics, any governmental action/s and/or any associated capacity restrictions.



9. The Customer agrees that ISHOP shall be entitled, but not obliged, to charge and to recover from the Customer, interest on all overdue payments at a rate of 2% above the prime lending rate of ISHOP's bankers from time to time. Any disputes on invoices must be raised in writing by the Customer, with the correct person or department (as the case may be) within ISHOP designated to deal with disputes on invoices, within thirty (30) calendar days of the invoice date, giving full details, failing which the invoice shall be deemed accepted by the Customer and binding on it.
10. In the event that ISHOP institutes legal proceedings against the Customer, the Customer agrees to pay ISHOP's legal and/or debt collection costs on the highest possible punitive scale or tariff permitted by applicable law, so as to provide a complete indemnity to ISHOP in respect of such costs. In the event that the Customer does not pay any amount owed by it to ISHOP on due date, all other amounts owed by the Customer to ISHOP shall immediately become due and payable.

The Customer consents to the non-exclusive jurisdiction of the courts of the country in which the physical address of ISHOP, as set out on page three of this Application Agreement, is situated of which shall be at the sole election of ISHOP.

This Application Agreement shall be interpreted in accordance with, and governed by, the law of the country in which the physical address of ISHOP, as set out on page three of this Application Agreement, is situated.

All disputes arising out of the relationship between ISHOP and the Customer as Creditor and Principal Debtor, respectively, shall be governed by the law of the country in which the physical address of ISHOP, as set out on page three of this Application Agreement is situated, as shall any other dispute unless that other dispute arises out of the Terms and Conditions, in which case the governing law clause referred to there shall apply.

## **CONSENT TO PROCESSING OF INFORMATION:**

By submitting any information (including personal information such as the Customer's employees', Consignee's or Shipper's name(s), identity number(s), identity document(s), email address(es), physical address(es), telephone numbers, and/or financial information) to ISHOP in any form, the Customer acknowledges that such submission constitutes an unconditional and voluntary consent to the processing and transfer of such information by ISHOP under any applicable law in the manner contemplated below, which consent shall, in the absence of any written objection received from the Customer, be indefinite and/or for the period otherwise required in terms of any applicable law.

The Customer agrees that the personal information may be used by ISHOP for service improvements, surveys, recording of customer service telephonic exchanges to assist in servicing the Customer, credit vetting, promotions and marketing (direct or indirect) and that ISHOP may also send the Customer's information cross-border to organisations in other countries and share the Customer's information with members of the ISHOP group.

Upon written notice to ISHOP, the Customer may request to be removed from any contact lists, whereupon the Customer will no longer be contacted with regard to any of the above-mentioned purposes.

1. This Application Agreement may be signed in one or more counterparts each of which will be deemed an original, and all of which together will constitute one and the same agreement as at the date of signature of the party last signing. For the purpose of a handwritten signature, each page of this Application Agreement shall be initialled, and the parties' wet-ink signatures must be in the same signature page of the Application Agreement.
2. This Application Agreement will govern all future contractual relationships between the parties in respect of the tender, rendering and/or supply of the Services by ISHOP to the Customer. Any conflicting conditions stipulated by the Customer are expressly excluded.

Signed by the Director(s) / Owner(s) / Member(s), Partner(s) / Proprietor on behalf of the Customer at .....(Business Name) on ..... (Date), who warrant/s that he/she/they is/are Director(s)/Owner(s)/Member(s), Partner(s), Proprietor(s) of the Customer, duly authorised to sign on behalf of the Customer and to bind the Customer to all terms and conditions within this Application Agreement, and who warrant/s that he/she/they is/are not an unemancipated minor/s nor subject to an order of a competent court holding her/him/them to be mentally unfit and that the Customer is not subject to an administration or debt rearrangement order or to business rescue proceedings and that this Application Agreement is for a purpose related to the Customer's business.

**Authorised Business Contact Details:**

Full Name (BLOCK CAPITALS): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

\*Business Company Stamp: (Please stamp below)

**Witnessed By:**

Full Name (BLOCK CAPITALS): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_