TERMS AND CONDITIONS

Terms and conditions for carriage and ordering services.

VituMob Company Limited version 01-2018. The terms and Conditions apply on all carriage and the performance of other services by the company.

1. DEFINITIONS

"We", "us", "our" and VituMob means VituMob LLC and its group of companies, VituMob employees, agents and independent contractors; "you" and "your" means the procurer of VituMob's services.

2. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

2.1 By registering with VituMob's shipping services, or by clicking "check out" and paying using VituMob's website you accept our terms and conditions set our below for the performance of services on behalf of yourself and/or anyone else who has interest in shipping, buy and ship, and home delivery services. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipments or perform other services as well as our employees, directors and agents. We are not bound by any instructions that conflict with our terms and conditions.

2.2 We may change, suspend, or discontinue VituMob Services, or any part of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on VituMob.com website. Your continued use of VituMob after the effective date of the revised Agreement constitutes your acceptance of the terms.

2.3 Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, VituMob may immediately revoke your access to the VituMob Services. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

3. THE ORDERING PROCESS

3.1 By checking out with VituMob and making payments, you are making an offer to allow VituMob to purchase goods on your behalf which, if accepted by us, will result in a binding contract. Please note that products will not be sent until we have confirmation of your payment. We will not be liable if there is a delay in payment, and we will not accept your order if payment is not authorized by the payment service.

3.2 Certain steps must be followed for a contract to be formed, as described below after you have placed your order. You will receive an email to acknowledge your order. It will confirm which products you have ordered, but it may not constitute an acceptance of your order.

3.3 VituMob will not place bid for any items on auction websites.

3.4 We do not have to accept your order, and for example, we will not accept your order if:

- The product is not available from the vendor
- Your payment is not authorized
- There is an error on our website regarding the price or other details of the products
- You have canceled your order
- We reserve the right to refuse any order.

4. PRICING AND PAYMENT

4.1 Prices on our cart are quoted in USD dollars and local currency, and payment can only be accepted in US Dollars or Kenya shilling through our payment platforms including MPESA, PayPal, AirtelMoney, and bank transfers.

4.2 You agree to make payment before any order is placed by VituMob

4.3 While we make every effort to ensure that prices shown on VituMob.com are accurate, we cannot guarantee that this will always be the case. If products you wish to order are unavailable you will be notified as soon as possible.

4.4 You agree to pay our charges (including applicable surcharges) for the carriage of your goods prior to collection or delivery for shipping services.

4.5 You waive all your rights to challenge our invoices before accepting delivery or upon collection.

4.6 Our charges are calculated in accordance with the rates applicable to your shipment as set out in our current rates or in the relevant contract. VituMob's shipping charges are available on request from any VituMob officer.

4.7 We charge for either the actual weight of the goods or the volumetric weight of the shipment whichever is the higher. Volumetric weight is calculated in accordance with the industry standard volumetric conversion equation.

4.8 You agree that we will charge demurrage for goods held at our office for longer than 30 days without collection, you forfeit the right to claim any damages on your goods after 30 days.

4.9 We have a right to demand for payment of services rendered and in the case of non-payment we have the right to institute legal avenues not limited to law suit and right to lien till payment or sale of property is made to recover costs.

5. DANGEROUS GOODS AND SECURITY

5.1 Except in circumstances shown in Clause 4.2 and 4.3, we do not ship, nor perform any services regarding goods which are or are in our sole opinion goods too dangerous to ship via airfreight including, but not limited to, those specified by International Civil Aviation Organization (ICAO), Federal Aviation Authority (FAA), International Air Transport Association (IATA) Dangerous goods regulations, Civil Aviation Authority in Kenya or any other national or international rules applicable to the transport of or the performance of any services regarding dangerous goods. The delivery timelines for non-dangerous goods and dangerous goods may be different.

5.2 We may at our discretion accept some dangerous goods for carriage or performance of other services in cases where your dangerous goods comply with the applicable regulations and requirements.

5.3 Certain Dangerous goods are exempt, details of exempt items can be obtained from VituMob.

5.4 You must ensure that your shipment does not contain any prohibited articles. You must give us a full description of the contents of your shipments through the appropriate channels and other accompanying documents required. Your responsibilities and liabilities are not extinguished by providing this information.

5.5 VituMob will not under any circumstances ship weapons, munitions, or any goods or articles associated with weapons.

5.6 Shipments carried or handled by us may be subject to security screening which could include the use of x-ray, explosive trace detection and other security screening methods and you accept that your shipment may be opened and the contents of your shipments may be examined by VituMob or authorities in transit.

5.7 When using the Shipping Only service, you declare that you have adequately prepared the shipment for carriage, in a secure premise using reliable staff and that the shipment has been

safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to acceptance for carriage of shipment by us.

5.8 You are also responsible for ensuring goods have been suitably packed for transpiration from the country of origin to Kenya.

5.9 We do not accept prohibited items ad we are not liable for the return of those to the original sender.

5.10 We may be required to share information, including your personal data for your shipment with the shipment destination country authorities or transit country authorities for customs and/or security reasons.

6. EXPORT CONTROLS

6.1 You assume responsibility for and guarantee compliance with all applicable export control laws, which including but not limited to regulations and rules that prohibit unauthorized trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries to, from, through or over which your shipment may be carried, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from, through or over any country which your shipment may be carried.

6.2 You also guarantee that you will not tender any shipment to us if you or any of the parties involved in the shipment are listed on any United Nations sanctions programmes, regional and national programmes implementing and or supplementing those, as well parties listed on autonomous measures regulations.

6.3 You agree to identify a shipments subjects to pre-export regulatory controls and provide us with information and all necessary documentation to comply with applicable regulations.

6.4 You are responsible at your expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorized by the laws of the origin, destination countries and any country asserting jurisdiction over goods.

6.5 We assume no liability to your or to any other person for your acts of noncompliance with export control laws, sanctions, restrictive measures and embargos.

7. RIGHT OF INSPECTION

You agree that we or any governmental authority including customs and security agencies may open and inspect your goods at any time.

8. CUSTOMS CLEARANCE

8.1 You appoint us as your agent solely for purpose of clearing and entering the shipment through customs. If we subcontract this work, you certify that we are the consignee for the purpose of designating a customs broker to perform customs clearances and entries. If any customs authority requires additional documentation for the purpose of confirming the import/export declaration or our customs clearance status it is your responsibility to provide the required documentation at your expense.

8.2 You certify that all statements and information you provide relating to the exportation and importation of your goods will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents you risk a civil claim and/or criminal prosecution the penalties for which include forfeiture and sale of your shipment. To the extent that we may voluntarily assist you in completing the required customs

and other formalities, such assistance will be rendered at your sole risk. You agree to indemnify us and to hold us harmless from any claims that may be brought against us arising from the information you provide to us and any costs we will incur regarding this and pay any administration free we may charge you for providing the services described in this condition.

8.3 Any customs duties, taxes (including but not limited to VAT if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or another governmental authority or your failure and/or the receiver's failure to provide proper documentation and/or to obtain the required license or permit will be charged to you.

8.4 We will endeavor to expedite all customs clearance formalities for your shipments but the company is not liable for any delays, losses or damage caused by interference from customs officers and/or other governmental authorities.

8.5 In the event that there are customs charges in the country of origin you are liable to pay for customs charges and any other service charges associated with payment and collection of goods.

9. DELIVERY OF YOUR SHIPMENT

9.1 All goods must be delivered to our facilities in the US and UK by courier or registered mail, with signed confirmation. We are not liable for items dropped off by an individual, or by non-registered mail.

9.2 We will not undertake any collection of goods outside our facilities.

9.3 When your goods arrive in Kenya, you will be notified to collect or arrange for delivery will be undertaken through email, along with an invoice for payment for shipping customers. Payment have to be made in full prior to release of your goods. We will make two additional attempts to notify you of your goods arrival within 14 days, after which you will have 16 days to collect your goods before demurrage fees are incurred on your shipment. After 60 days your goods are subject to disposal in any manner we see fit including sale.

9.4 We will endeavor to ensure delivery takes the shortest time possible. Ordinarily within two weeks of receiving goods at our facility. Certain products may take longer to be delivered in order to adequately prepare the goods for export. We bear no liability for any delays that may occur.

9.5 Your products may be repacked or removed from their original packaging to enable safe transport from the country of origin to you. We are not liable for any cosmetic damages to packaging of the product.

10. YOUR OBLIGATIONS

10.1 Authority: you purport that you are the owner or agents to the owner of goods and, that he/she has authority to accept/receive the goods upon arrival of goods.

10.2 You have the obligation to ensure that each package is properly and completely described, is properly marked and addressed and is packaged adequately to protect the contents during transit.

10.3 You are obligated to disclose to VituMob if your package contains items that are considered hazardous material or dangerous goods.

10.4 You are obligated to ensure that the contents of your shipment are not restricted by the FAA, IATA, CAA, or the CAA and neither you nor the consignee is a person or organization with whom we or you may not legally trade under any applicable laws or regulations;

10.5 You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs, we incur either to you or to anyone else

arising out of you being in breach of any of these warranties, representations and guarantees, even if we inadvertently accept a shipment that contravenes any of your obligations.

10.6 As the recipient, you must carefully identify and document loss and/or damage within 24 hours of delivery. You are responsible to report the type of damage. Please note that damage or loss claims are subject to an investigation by VituMob, that may take up to 40 days.

11. EXTENT OF OUR LIABILTY

11.1 We have a liability to you for whatever reason for transportation services performed by us, including without limitation breach of contract, negligence, willful act or default, our liability for your loss, damage, mis-delivery or non-delivery of your goods or the part that is affect is at all times limited to a maximum of $10per kilogram or the cost of repairing the shipment to the part affected with in each case an upper limited that does not exceed $500 per shipment. We will not be liable for any used items purchased or sent from any platform.

11.2 We also offer full insurance for 1% of value of goods, which the customer declares when they ship to us.

11.3 We will deliver to you the exact product you ordered through VituMob's buy for me services. If unable to do so, VituMob will refund your payment in full for cancellations. For undelivered goods VituMob will provide a refund through the same mode of payment up to $300 or the KES equivalent and a credit note of up to a maximum value of $1,000 to be used on any VituMob services.

12. EXCLUSIONS OF LIABILITY

12.1 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise for any indirect incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, willful act or default.

12.2 We are not liable for any goods ordered from substandard vendors or irreputable websites.

12.3 We are not liable if we do not fulfil any obligations towards you at all as a result of:

12.3.1 Circumstances beyond our control such as (but not limited to): force majeure including earthquakes, cyclones, storms, heat waves, flooding, fire, disease, war, piracy, accidents, acts of public enemies, strikes, embargoes perils of the air, local disruptions or civil commotions, disruptions to transportations networks and criminal acts of third parties such as theft and arson.

12.3.2 Your acts or omissions or those of third parties such as being in breach of your obligations under these terms and conditions, particularly those set out in clause 9, or any act or omission of any customs, security, airline, or government official.

12.3.3 The contents of the shipment consisting of any article that is a prohibited item even if we may have accepted the shipment by mistake.

12.3.4 Shipments routed to wrong locations by an airline which can cause long delays or loss completely.

12.3.5 Our refusal to make any illegal payments on your behalf

12.3.6 We will not accept liability for changes which may affect the goods by enactment of new regulations and or laws on both import and export without advance announcement.

13. LAW AND JURISDICTION

13.1 Save as provided by any applicable convention, disputes arising from or related to this contract shall be subject to the laws and the courts of Kenya or which the subsidiary or affiliate or branch of VituMob that accepts your goods for carriage or performs other services is based.