



P&R Terms & Conditions

Following are the Terms and Conditions for relocation services between the owner/ shipper of the goods named in this documentation and Alghanim Freight – trading as Yusuf Ahmed Alghanim & Sons W.L.L P.O. Box 223, 13003 Safat, Kuwait, registered in Kuwait C.R. 5744.

1- Customer's responsibility during removal

- a) It will be the customer's sole responsibility to ensure that nothing is taken away in error or left behind.
- b) The customer will obtain at his own expense all documents and permissions necessary for the removal being completed.
- c) The customer will take responsibility for the security of his goods at the departure and destination points by being present himself or arranging for someone else to represent him.
- d) The customer must adequately prepare and stabilize all appliances and electronic equipment prior to their removal.
- e) The customer must arrange and pay for any necessary parking facilities for the move van.
- f) The customer must ensure that there is adequate and suitable access for Alghanim Freight vehicles.
- g) Receipt by the customer or the consignee of the shipped luggage or goods without reservations is deemed proof they were in good condition upon receipt.

Alghanim Freight will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters

2- Excluded Goods

The following items are specifically excluded from this contract and if you ask us to move, store or ship them, we do not accept any responsibility for loss or damage.

- a) Jewelry, items of precious nature.
- b) Potentially dangerous, damaging or explosive items.
- c) Goods which are legally prohibited, either in the country of origin or destination. It is the customer's responsibility to identify and exclude such prohibited goods.
- d) Goods likely to encourage vermin or other pests or to cause infection.
- e) Refrigerated or frozen food or drink.
- f) Any plants and animals, including pets.
- g) Computer/ electronic equipment and any data storage devices.

3- Company's Liability

The company's liability shall be limited to the value of actual loss or damage to a maximum of 60 fils per kg. We shall not be liable for loss or damage resulting from:

- a) War, invasion, strikes, acts of foreign enemies or other such events outside our reasonable control.
- b) Normal wear and tear, leakage's or evaporation, atmospheric or climatic changes.
- c) Any damage to goods which are not packed/ unpacked by us or any defects in their packaging to start with.
- d) The company shall have a lien on the goods to recover its fees and charges.
- e) The company shall not be liable for any damages resulting in total or partially from the injured party's errors.



All vehicles including boats and car are to be insured failing which the company shall not be liable for any loss/ damage to them.

The customer may elect to complete a valued inventory of his goods and purchase All Risk Insurance in which event coverage will increase to the values so purchased and the terms and conditions of the insurance policy will apply.

4- Jurisdiction

This contract is subject to the laws of Kuwait.

5- Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to judicial arbitration under Ministerial Resolution NO. 43/1995.

6- Claims

All claims for loss or damage to the goods should be submitted to the Company. Initial written notification of such loss or damage, must be reported within 3 days of delivery of the goods. A full written report, setting out the details of the claim, including estimates of the amount claimed must be submitted to the company within 45 days of full delivery. In the absence of these notifications the customer hereby waives and agrees to waive all claims for loss or damage.

Extra Contract conditions for storage of goods

7- Your address while in store

The customer will at all times keep the company informed in writing of his current address.

8- Inventory

When we prepare an inventory and present or send it to you it will be accepted as a conclusive and accurate list of property received unless, within 7 days of receiving it, the company is notified in writing of any error/omission.

9- Storage contracts

- a) The company is entitled to revise charges from time to time and will give the customer at least 28 days notice of any changes which will not take effect until the beginning of the next chargeable period of storage.
- b) Charges are billed and are payable 3 months in advance. If the goods are removed from storage before the expiry of the 3-month period, the customer's account will be credited for the un-expired portion of the period, but not for periods of less than one complete week.

The company shall have a general lien on any and all property deposited with it. In the event that storage and other related charges are not paid when due, and after the required notice to the owner and public announcement, the goods shall be sold at public auction as required by law with the proceeds going first to pay accrued storage and related charges and the expenses incurred in the sale of the goods.