

LOGISTICS SERVICE CONTRACT
No. 04/2021/VTZ-UTEGI/INTERNATIONAL FREIGHT

This Contract is made and entered in Dar es Salaam, Tanzania on this ^{05th} ~~02nd~~, 2021 by
and between:

PARTY A : VIETTEL TANZANIA PUBLIC LIMITED COMPANY
Address : 10th Floor, Tanzanite Park, Plot no. 38, South Ursino, New Bagamoyo
Road, P.O Box: 34716, Dar Es Salaam, Tanzania
Represented by : **Mr. Nguyen Tien Dung**
Title : Acting Managing Director
Herein after referred to as “**VIETTEL**”

PARTY B : UTEGI TECHNICAL ENTERPRISES LTD
Address: : Samora Avenue,P.O.Box 2259, Dar es salaam, Tanzania.
Represented by : **Mr. Otieno O. Igogo**
Title : Executive Director
Herein after referred to as “**UTEGI**”

Hereinafter collectively referred to as the "Parties" and individually as "Party"

The Parties, collectively have agreed to sign this contract covering the following terms and conditions set forth hereunder:

ARTICLE 1: COMMODITIES AND SERVICES

Party A agrees to hire and Party B agrees to provide the service of transportation and goods insurance service following. Donation to Contract No. DONATION 01,02. signed between Viettel Tanzania PLC and HUAWEI INTERNATIONAL PTE LTD under FOB terms from Hong Kong to Dar es Salaam seaport, Tanzania and buy insurance condition A for the cargo on behalf of the party A (paid by party A).



ARTICLE 2: CONTRACT PRICE AND CHARGES

- 2.1. Both Parties agree that the total contract value maybe be adjusted based on the actual transported cargo basing on the rates shown hereunder (2.2) per each container shipped.
- 2.2. The estimated unit price for calculation shall follow the table below:

Price in United States Dollar


DESCRIPTION	UNIT	1X20 FT(USD)	1X40 FT(USD)
OCEAN FREIGHT	PER CONTAINER	2,500.00	5,500
DOCUMENTATION	PER BL	20.00	20.00
HANDLING CHARGES	PER CONTAINER	70.00	70.00
SHIFTING CHARGES	PER CONTAINER	90.00	90.00
CONSOLIDATION COST	PER CONTAINER	500.00	500.00
MARINE INSURANCE	PER CONTAINER	700.00	1500.00
TOTAL FREIGHT CHARGES	PER CONTAINER	3,880.00	7,680.00
VAT 18%	PER SERVICE	698.40	1,382.40
TOTAL COST(FREIGHT + INSURANCE)	PER CONTAINER	4,578.40	9,062.40

NB: Total contract value maybe be adjusted based on the actual transported cargo.

- 2.3 Statutory and Third Party charges are based on current costs and will be reviewed in the light of cost and prevailing circumstances at the actual time of shipment.
- 2.4 Payment of Taxes shall be paid by Party A in advance or directly to customs. In case where taxes are paid by Party B on behalf of Party A based on an existing agreement between the two parties, the outlaid amount must be paid to Party Account within the agreed time period.
- 2.5 Handling Special shipments and Dangerous Cargos is not included in this estimate, if applicable will attract additional Costs accordingly where applicable.
- 2.6 All charges quoted are applicable for within normal working hours - any services required after hours are available upon request.
- 2.7 Estimates are calculated based on shipment weights and volume provided by Party A.
- 2.8 Port storage charges for Imports / Exports will be charged **AT COST** accordingly where applicable.
- 2.9 Party B SHALL NOT undertake to pay Third Party costs incurred on delayed shipments beyond Party B's control. Such payments must be paid upfront by Party A for release of its cargos

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- 2.10 The Exchange rate used for the purposes of this contract is subject to change and the prevailing rate at the time of billing will apply accordingly.
- 2.11 Truck & Trailer Demurrage charged per hour or part thereof will apply beyond the normal 3 (THREE) hour period should there be any unnecessary delay during Loading & Offloading of the truck.
- 2.12 Container Demurrage costs incurred due to delays outside our control shall be recovered AT COST
- 2.13 This estimate Excludes Clearing fee, origin handling charges, destination port and terminal handling charges, Insurance which can be arranged upon receipt of written request from Party A.
- 2.14 Payment terms are to be agreed by both parties which are subject to negotiations for mutual agreement where applicable.
- 2.15 Should there arise any increase in freight rates /origin charges beyond validity period, additional services relevant to this shipment, which were not mentioned in this contract, both parties shall discuss and mutually arrange the performance and costs of the same based on the actual condition prevailing at the time such services become relevant.

ARTICLE 3: PAYMENT TERM

- 3.1. **Payable Service Fees:** the payable amount shall base on actual volume of the Shipments and shall be confirmed within 10 days after receiving Air waybill (air shipments) and 15 days after receiving Bill of Lading (sea shipments).
- 3.2 **Payment scheme:**
- 3.2.1 The Party A shall pay the identified and confirmed service fees to the Party B in TSH after agree with partner suitable exchange Rate by Telegraphic Transfer at the designated bank account following the payment scheme below:
- 100% of the total service fees shall be paid within 15 days after receiving Bill of Lading (sea shipments) upon receiving Legal documents submitted (Transportation Invoice) 



3.2.2 All Banking Fees and fees for transfer of money in shall be borne by Party A, all other fees and costs outside Tanzania shall be borne by Party B.

3.3 The payment shall be made to the following Bank Account and/or beneficiary:


Beneficiary :	UTEGI TECHNICAL ENTERPRISES LTD
Bank:	EXIM BANK (T) LTD
TSH Account Number:	0827865552
Branch :	CLOCK TOWER
Swift Code:	CBAFTZTZ

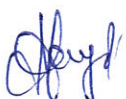
ARTICLE 4: DOCUMENTS

- 4.1. The Party B shall provide the Party A the documents listed below:
- i) Bill of lading /Airway bill (01 copy) (for Sea/air shipment)
 - ii) Party B's Invoice (01 original)
 - iii) Insurance Certificate
 - iv) Invoices at cost issued by the third parties for all the arising charges paid on behalf of the Party A is authorized
 - v) Others documents arising relevant to the actual transportation condition which is mutually agreed by both sides
 - vi) Acceptance Certificate for final value of each shipment
- 4.2. Within two (02) days after the boarding date, the Party B will send the Party A the draft/ scan of the documents proving that the cargo is on board in safe condition (such as: draft of AWB) and other shipping documents (if any) by email.

ARTICLE 5: RESPONSIBILITIES

5.1 Responsibilities of Party A:

- 5.1.1. Inform the cargo-readiness date and loading plan five (05) days in advance to the Party B by email for Party B's arrangement.
- 5.1.2. Keep the Party B informed in time, fully, exactly about the contact person's information, pick up address and delivery time.
- 5.1.3. Provide in advance all necessary documents for the Party B to process the transportation progress smoothly and legally.
- 5.1.4. Make payment for the party B in time as stipulated in Article 4. 



5.1.5. Be responsible for inspection procedure (if any) and other regulations, requirements for importing the cargo at Tanzania.

5.2 Responsibilities of Party B:

- 5.2.1 Receive and transport the cargo from Hong Kong to Dar es Salaam airport/seaport, Tanzania. The routing and other information terms shall be showed on the Bill of lading /Airway bill (for Sea/air shipment).
- 5.2.2 Transport and delivery full loaded packages.
- 5.2.3 Keep the Party A informed in time about cut off time of shipping line, deadline to collect the cargo.
- 5.2.4 Support the Party A in handling arising problem relevant to the cargo during the transporting time.
- 5.2.5 Transport the cargo in conformity with the agreement, in case of any change, the Party B must immediately inform the Party A.
- 5.2.6 Loading the cargo in conformity with the International export standard for air transportation (if required).
- 5.2.7 Be responsible for insurance and delivering the cargo in safe and seal container to the consignee.
- 5.2.8 Buy insurance condition A for the cargo on behalf of the party A upon the Party A's request and at the Party A's cost based on the insurance fee stated in Article 2.
- 5.2.9 Keep assisting the cargo during the transit time from the picking up place to the delivery place, keep the Party A informed in time if there is any delays relevant to the transportation, update daily about the actual cargo status and the routing.
- 5.2.10 Upon delivery of the goods by Party A' supplier to Party B's Agent warehouse, the Party B shall ensure and receive full quantity (Pieces) of the delivery goods, sign the full Hand Over Certificate (HOC) with Party A' supplier on the basis of purchasing contract between Party A and their suppliers before loading to the vessel.
- 5.2.11 The Party B take the full responsibility for quantity of the goods mentioned in HOC and hand over to the Party A on destination port.
- 5.2.12 In the event of delay/ loss/ damage to the cargo during transporting time, the Party B must immediately inform the party A and take full responsibility. So that both sides can be able to discuss and mutually solve to minimize arising loss. The Party B shall support the Party A to claim the Insurance company if any.
- 5.2.13 Provide full documents in time as stipulated in Article 4 of this Contract.

ARTICLE 6: FORCE MAJEURE

6.1 All events or circumstances which are beyond the reasonable control of both Parties (the "Affected Party"), such as war, revolution, insurrection, hostilities, rebellion, riot, civil commotion, earthquake, flood or other natural disaster, fire, explosion, epidemic, strike,

(other than those solely affecting the Affected Party) lockout or other industrial disturbance, blockade, congestion of harbors, delays in customs clearance (other than those delays caused by the Affected Party), etc. shall be considered as cases of Force Majeure.

- 6.2 In case of Force Majeure, the parties shall, within five (05) days from the date of occurrence/ending of the cause, advise each other of the nature and the estimated consequence thereof.
- 6.3 The affected party, provided that fully finishing responsibility stipulated in Article 7.2, shall be excused from any obligation of this Contract during Force Majeure period.
- 6.4 Should Force Majeure end, both parties shall continue to implement this service contract as in normal condition. In this case, the time stipulated for the performance of the obligations should be extended as agreed by both parties.
- 6.5 Should Force Majeure last for more than one (01) month, the terms and conditions of the Contract shall be reasonably reviewed and agreed amicably by both parties.

ARTICLE 7: PENALTY

- 7.1. In case the delay period in deliveries of cargo caused by the Party B persist for more than ten (10) working days in comparison with the mutually agreed delivery time without any reason, the party B shall be penalized at a rate of 0.4% the total actual service value per day for the delayed cargo, provided that it shall not exceed a maximum of eight (8%) of the total actual service value for the delayed cargo.
- 7.2. In case the Party B is late in sending shipping documents as stated in Article 3, the party B shall bear all arising fees (demurrage/ detention/ storage fee) relevant to this late dispatch.
- 7.3. In case the Party A delays to settle payment as stipulated in Article 4, it shall be deemed overdue. Any overdue payment shall carry an interest rate equivalent to 1.5% of interest rate per annum for each day delayed for the delayed payment.

ARTICLE 8: TERMINATION

- 8.1 The Contract may be terminated by issuance of a fourteen (14) days' written notice in following cases:
- 8.2 Upon mutual agreement by both parties.
- 8.3 A party wishes to terminate the contract due to the limited ability of implementing the contract obligations. ✱

8.4 In case of partly cancellation of the Contract, the Non-cancelled part of the Contract shall remain valid and binding on both Parties, Both Parties shall undertake to perform its obligation in compliance with the valid parts of the Contract.

8.5 In case Party B wishes to terminate the contract because of Article 8.2, Party B shall compensate the total contract value for Party A including the cost and expenses of Party A during the delayed term keeping the Cargo at any respective port.

8.6 Notwithstanding the Article 8.3, in the event of early termination of this Contract due to the default of a party (the "Defaulting Party"), the Defaulting Party shall pay the non-defaulting party a termination penalty of 8% of the total value of the Contract (inclusive of all penalty imposed on such party for the reason resulting in the termination).

ARTICLE 9: GOVERNING LAW AND DISPUTE RESOLUTION

9.1. This Contract shall be construed and governed in accordance with the Laws of Singapore.

9.2. Any dispute arising in connection with this Contract which cannot be settled amicably between the Parties shall be settled by arbitration at the Singapore International Arbitration Center ("SIAC") in accordance with the SIAC Rules of arbitration. The Arbitrators shall be nominated by Arbitration Center in accordance to the applicable rules.

9.3. Decision of the arbitration shall be final and binding upon both parties.

9.4. All expenses in connection with the arbitration shall be borne by the non-prevailing Party.

ARTICLE 10: GENERAL CONDITIONS

10.1. This contract shall come into effect from the signing date.


10.2 Any amendment and additional clause to this agreement shall be valid only when made in writing and signed by both parties.

10.3 This contract has been made in Two (02) originals, of the same legal value. Each Party will keep two (01) originals.

**FOR AND ON BEHALF OF
UTEGI TECHNICAL ENTERPRISES LTD**



**FOR AND ON BEHALF OF
VIETTEL TANZANIA PLC**



NGUYEN TIEN DUNG
Acting Managing Director

