

# **TRANSPORTATION SERVICE AGREEMENT**

This **Transportation Service Agreement** ("Agreement") is made on March day of 6th, 2025, by and between:

## **PARTY A:**

### **GEOLINER FREIGHT FORWARDERS LIMITED**

PSSF HOUSE, SAMORA AVENUE 7<sup>TH</sup> FLOOR, DAR ES SALAAM

TEL +255763132146

(herein after referred to as" the Company, Agent" which expression shall, where the context admits, include its successors and assigns)

AND

## **PARTY B:**

**SELTECH LIMITED** P. O. Box 16348, DAR ES SALAAM Tel +255755022033

(here in after referred to as" the Transporter", which expression shall, where the context admits, include its successors and assigns)

Owner of the Cargo: **National Food Reserve Agency (NFR) In Tanzania**

Destination of Cargo: **Zambia Food Reserve Agency (FRA)**

Type of the Cargo: **Lose Cargo - Maize**

## **WHEREAS:**

- The Company is engaged in the trading of maize and requires transportation services for moving such cargo from various locations to designated destinations.
- The Transporter provides transportation services for the carriage of cargo within and outside the United Republic of Tanzania.

NOW, THEREFORE, inconsideration of the mutual covenants here in contained, the parties agree as follows:

### 1. **Cargo and Services**

- 1.1. The Company appoints **SELTECH LIMITED** to transport Maize from SONGEA to KATETE – ZAMBIA as agreed between the parties.
  - 1.2. The Company appoints **SELTECH LIMITED** to transport Maize from SONGEA – Tanzania to KATETE – ZAMBIA as agreed between the parties.
  - 1.3. The transport services include pickup, transit, and delivery of the cargo, ensuring all applicable laws and safety standards are met.
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### 2. **Responsibilities of the Company**

- 2.1. **Timely Provision of Cargo:** The Company agrees to provide **SELTECH LIMITED** with a notice of availability of cargo via email at least 7 days before the expected loading time.
  - 2.2. **Loading and Offloading:** The Company will ensure loading and offloading at the destinations completed within 48 hours after arrival, failing which delay penalties shall apply of USD 50 per truck and per delayed days
  - 2.3. **Customs and Documentation:** The Company shall provide all necessary documentation, permits, and customs clearance 3days to avoid delays. Any delay caused by the Company in providing necessary paperwork will incur a penalty of USD 100 per truck and per delayed days
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### 3. **Responsibilities of the Transporter**

- 3.1. **Vehicle Condition and Insurance:** **SELTECH LIMITED** agrees to provide well – maintained vehicles suitable for the transport of Maize with full comprehensive insured.
- 3.2. **Tracking and Communication:** The Transporter must provide daily tracking updates to the Company by 10:00AM local time and immediately report any delays, breakdowns, or incidents.

- 3.3. **Substitution in Case of Breakdown:** In case of vehicle breakdown, the Transporter agrees to provide a replacement vehicle within 48 hours to prevent undue delays.
- 3.4. **Indemnity for Cargo Condition:** The Transporter shall be liable for any loss, damage, or discrepancy in cargo condition during transit unless caused by an act of the Company, Force Majeure, or external factors beyond reasonable control. The Transporter will indemnify the Company for any losses incurred due to such discrepancies.
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## 4. Time Frames and Delays

- 4.1. **Loading and Unloading:** The agreed time frames for loading at SONGEA Tanzania and unloading at KATETE – ZAMBIA are as follows:
- Loading: 48 hours from the time of arrival at the loading point.  
Unloading: 48 hours from the time of arrival at the unloading point. Any delay beyond these time frames will incur a penalty of USD 50 per day and per truck
- 4.2. **Transit Time:** The transport time from the origin to boarder is expected to be 3 days. Any delays beyond will incur a penalty of USD 100 per day.
- 4.3. **Supplier-Caused Delays:** If delays occur due to failure of the Company to provide cargo or documentation on time, a penalty of USD 100 will be charged for each day that the Transporter is forced to wait.
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## 5. Rates and Payments

- 5.1. **Freight Rates:**
- a. The transport rate from SONGEA – TANZANIA TO KATETE – ZAMBIA is **USD 145** per ton as per this agreement will be total of 2,000 tons
  - b. Advance payment is 70% upon loading and the payment shall be done within 24 hours.
  - c. Balance payment is 30% from the unloading last truck will send clear scanned copy of delivery note and invoice to be paid within 7 days.
- 5.2. **Late Payment Penalties:** Any late payments beyond the stipulated payment period will attract penalty of 5% on the total amount of the invoice.
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## **6. Force Majeure**

- 6.1. Neither party shall be liable for delays or failure to perform due to events beyond their control, including but not limited to strikes, acts of God, war, natural disasters, or government restrictions.
  - 6.2. If the Force Majeure event persists for more than two months, either party may terminate the Agreement upon written notice.
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## **7. Confidentiality**

- 7.1. Both parties agree to maintain confidentiality regarding any proprietary information or trade secrets disclosed during the course of this Agreement.
  - 7.2. This confidentiality obligation will survive termination or expiration of the Agreement.
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## **8. Dispute Resolution**

- 8.1. In the event of any disputes arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute amicably through negotiation.
  - 8.2. Should negotiations fail, the dispute shall be submitted to the normal civil courts of United Republic of Tanzania
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## **9. Termination**

- 9.1. This Agreement shall be valid for one year from the date of signing and may be renewed upon mutual agreement of the parties.
  - 9.2. Either party may terminate this Agreement upon 30 days' written notice, provided that all obligations arising before termination must be fulfilled.
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## **10. Governing Law**

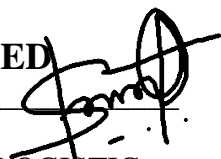
- 10.1. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. All disputes shall be resolved in the courts of Dar es Salaam.

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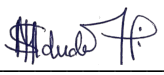
**IN WITNESS WHERE OF, the parties here to have executed this Agreement as of the date first above written.**

**SELTECH LIMITED**

By: \_\_\_\_\_  
Name: SEIF MDUDA  
Title: DIRECTOR OF LOGISTIC



Signature: \_\_\_\_\_  
Name: Selemani MDUDA  
Title: CEO



**GEOLINER FREIGHT FORWARDERS LIMITED**

Signature: \_\_\_\_\_  
Name: GEOFREY NYANGE  
Title: MD



Signature: \_\_\_\_\_  
Name: HALIMA TERRENCE  
Title: OPERATION MANAGER

