# SAAS LOGISTICS GHANA LIMITED

## SHIPPING & LOGISTICS TERMS AND CONDITIONS

*Including logistics services provided for KhinSaas Online orders*

**IMPORTANT RELATIONSHIP NOTICE: SAAS Logistics Ghana Limited is the logistics and shipping company designated to arrange, coordinate and/or handle the movement of goods for KhinSaas Online, including international freight, consolidation, customs-related handling and local delivery where applicable. KhinSaas Online is the retail/e-commerce business through which customers may purchase goods; SAAS Logistics Ghana Limited performs the logistics function. Unless expressly stated otherwise, product sale terms, product warranties and merchandise refunds remain separate from freight and logistics obligations.**

*Effective date: September 2026*

## 1. GENERAL

**1.1.** For purposes of these Terms and Conditions, SAAS Logistics Ghana Limited is referred to as the “Agent” and the person or entity requesting or receiving logistics services is referred to as the “Client”.

**1.2.** The Client is required to read, understand and expressly agree to these Terms and Conditions before using the Agent’s services. By sending goods to a warehouse or address supplied by the Agent, paying a logistics invoice, or otherwise instructing the Agent to process a shipment, the Client will be deemed to have accepted these Terms and Conditions.

**1.3.** SAAS Logistics Ghana Limited acts as the designated logistics and shipping service provider for goods shipped for KhinSaas Online. This may include supplier-to-warehouse movement, international air or sea freight, consolidation, customs-related handling, warehousing, collection and local delivery where arranged.

**1.4.** Where the Client purchases goods from KhinSaas Online, KhinSaas Online remains responsible for the retail sale and product-related obligations, while the Agent is responsible only for the logistics services it has agreed to provide. A product complaint does not automatically constitute a freight claim, and a freight delay does not by itself change the underlying product sale unless applicable law or KhinSaas Online’s sales terms provide otherwise.

**1.5.** The Agent may use third-party warehouses, airlines, shipping lines, freight forwarders, customs brokers, clearing agents, couriers and local delivery providers in performing the logistics service.

## 2. PLACING AN ORDER / SHIPMENT REQUEST

**2.1.** To initiate a shipment request, the Client shall provide the Agent with the Client’s full legal name, valid telephone number and any other information reasonably required to identify the shipment. The Agent will then provide the applicable shipping or warehouse address.

**2.2.** After dispatching any package to the Agent’s designated address, the Client shall promptly provide the corresponding tracking number(s), a truthful description of the contents and the preferred onward shipping method.

**2.3.** Failure to provide tracking information or accurate package details in a timely manner may result in processing or delivery delays for which the Agent shall not be responsible.

**2.4.** The Client must confirm the Agent’s current and correct warehouse address before dispatch. The Agent shall not be liable for loss, misdelivery, transfer charges or delay caused by the Client or supplier using an outdated or incorrect address.

**2.5.** The Agent assumes responsibility for a package only after receipt has been confirmed at the designated warehouse or handover point.

**2.6.** Small packages, unidentified packages, packages bearing an incorrect name or reference, or packages with incomplete information may require additional time to identify and process.

**2.7.** For direct deliveries, the Client is encouraged to obtain proof of delivery at the designated location.

**2.8.** If consolidation of multiple packages is required, the Client must notify the Agent in advance and provide all relevant tracking numbers.

**2.9.** Without prior consolidation instructions, the Agent may process packages as they arrive and shall not be liable for a failure to consolidate them.

**2.10.** Once a shipping method has been selected and a package has been prepared or booked for dispatch, a change may be impossible or may attract a transfer, repacking, cancellation or administrative fee.

**2.11.** Packages received at a sea-cargo warehouse may not be transferable to an air-cargo warehouse, and vice versa, once processing has begun.

**2.12.** For air cargo, volumetric/dimensional weight may apply where it exceeds actual weight. Exceptionally heavy sea cargo may be billed using tonnage or other applicable freight measurements. The applicable calculation will be stated in the Agent’s current rate schedule or quotation.

**2.13.** Heavy, oversized, battery-powered, restricted or special goods may require additional processing time and may be subject to additional carrier, customs or handling requirements.

**2.14.** Goods delivered to an incorrect SAAS Logistics Ghana Limited warehouse or partner warehouse may be transferred only where operationally possible and may attract a transfer fee.

**2.15.** Warehouse transfers may take approximately three to seven (3-7) business days, depending on location and carrier availability.

**2.16.** Procurement or sourcing orders specifically arranged by the Agent may be required to ship through the Agent unless otherwise agreed in writing. For KhinSaas Online orders assigned to SAAS Logistics Ghana Limited, the Agent may coordinate the shipping route and service required to fulfil the customer's selected delivery option.

## 3. DESCRIPTION AND DECLARATION OF GOODS

**3.1.** Battery-powered devices and electronic goods containing batteries may be subject to different shipping timeframes, documentation requirements and costs. The Client should obtain confirmation before shipment.

**3.2.** The Agent does not routinely open every package. Packages may, however, be opened or inspected where required for safety, customs, carrier compliance, suspected prohibited contents or other lawful operational reasons.

**3.3.** The Client must accurately declare the contents and value of goods where requested. False, incomplete or misleading declarations may result in fines, delay, refusal of carriage, additional charges or seizure by authorities.

**3.4.** The Client must not tender prohibited, illegal, dangerous or restricted goods without prior written approval and all required permits. The Client remains responsible for compliance with applicable import, export, customs and carrier rules.

## 4. PACKAGING AND LIABILITY

**4.1.** The Client is responsible for ensuring that fragile goods are adequately packaged by the supplier before transportation. Delicate items should use appropriate protective packaging, including crates where reasonably necessary.

**4.2.** Liquids, gases, chemicals and other sensitive materials must be safely sealed and packaged to prevent leakage, contamination, fire, breakage or damage to other goods.

**4.3.** The Agent shall not be liable for damage primarily caused by inadequate or improper packaging supplied by the Client or supplier, except to the extent liability cannot lawfully be excluded.

**4.4.** The Client should photograph high-value or fragile goods and their packaging before dispatch where possible, as this may assist in any later claim.

## 5. CONSOLIDATION

**5.1.** For sea cargo, the Agent may provide a complimentary consolidation period of up to ten (10) calendar days from the arrival of the first package, subject to the Agent receiving the relevant tracking numbers.

**5.2.** After the free consolidation period, the Agent may prepare received goods for shipment or, if the Client requests continued storage, apply storage charges according to the Agent's current rate schedule.

**5.3.** Tracking numbers for a consolidation should be submitted as one continuing list. The Client must notify the Agent when no further packages are expected.

**5.4.** For consolidated air cargo, minimum billable weights may apply according to the number of packages and the Agent's current rate schedule. Any minimum thresholds stated on a quotation or invoice are mandatory for that shipment.

## 6. MINIMUM VOLUME, WAREHOUSE RECEIPT AND CONSOLIDATION TERMS

**6.1.** "CBM" means cubic metre, the standard unit of volume used for sea freight.

**6.2.** Sea cargo may be subject to a minimum chargeable volume per tracking number and/or per consolidated shipment. Unless a different rate is stated in writing, the applicable minimums will be those shown on the Agent's current quotation, invoice or published rate schedule.

**6.3.** Packages delivered to the Agent's overseas warehouse are generally treated as ready for shipment. Returns to the supplier after warehouse receipt are not guaranteed and, where possible, may attract handling and local transport charges.

**6.4.** For air freight, the Agent may provide a complimentary consolidation period of up to four (4) calendar days from arrival of the first package. Storage or handling charges may apply from the fifth day onward according to the current rate schedule.

## 7. PAYMENT OBLIGATIONS

### 7.1 Air Freight

**7.1.1.** Air freight charges shall normally be paid in full before international dispatch unless the Agent agrees otherwise in writing.

**7.1.2.** Where a freight charge is quoted in U.S. dollars or another foreign currency but paid in Ghana cedis, the Agent's stated exchange rate at the time of invoicing or payment will apply.

### 7.2 Sea Freight

**7.2.1.** Sea freight charges may be payable before dispatch, during transit or upon arrival in Ghana, depending on the quotation or invoice issued for the shipment.

**7.2.2.** Sea freight may be calculated by CBM, weight, tonnage, item class or another agreed freight basis.

### 7.3 Payment Delays and Misrouting

**7.3.1.** Late payment may delay processing, dispatch, customs clearance, release or delivery. The Agent shall not be responsible for delays directly caused by the Client's late payment.

**7.3.2.** Payments must be made only to an account, mobile-money number or payment channel officially designated by SAAS Logistics Ghana Limited or, where expressly stated on a KhinSaas Online order, the authorized payment channel shown for that transaction. The Client is responsible for verifying payment details before sending funds.

### 7.4 Chargeable Weight and Volume

**7.4.1.** Air shipments may be billed on actual weight or volumetric weight, whichever calculation applies under the relevant service. Rounding and minimum billable weight rules will be stated in the current rate schedule or invoice.

**7.4.2.** Express services may apply full volumetric-weight charging where required by the carrier.

**7.4.3.** Sea freight minimum-volume rules may apply per tracking number or consolidated shipment.

### 7.5 Scope of Shipping Costs

**7.5.1.** Unless otherwise stated in writing, quoted international shipping charges may include international freight, handling and customs-clearance services, but do not automatically include duties/taxes, inspection fees, special permits, demurrage, storage, destination delivery or other exceptional charges.

**7.5.2.** Local delivery within Ghana or at origin is billed separately unless expressly included in the customer's KhinSaas Online order or the Agent's logistics quotation.

## 8. STORAGE SERVICE

**8.1.** Clients should collect or arrange delivery of packages promptly after notification of arrival in Ghana. Unless otherwise stated, storage charges may begin after ten (10) calendar days.

**8.2.** Where goods remain unclaimed for more than thirty (30) days after repeated official notice, the Agent may treat them as abandoned to the extent permitted by Ghanaian law, after giving any additional notice reasonably required. Outstanding freight, storage and handling charges remain payable.

## 9. DELIVERY TERMS

**9.1.** Delivery and transit times are estimates unless expressly guaranteed in writing. Peak seasons, carrier capacity, customs, weather, port congestion and other events may affect the stated timeframe.

**9.2.** Consolidation time, supplier dispatch time, customs inspection time and local delivery time are separate from the international transit estimate unless expressly included.

**9.3.** For KhinSaas Online orders, customers may receive shipment, arrival, pickup or delivery updates from KhinSaas Online, SAAS Logistics Ghana Limited, or an authorized delivery partner.

## 10. FORCE MAJEURE, SHIPPING EXCEPTIONS, CLAIMS AND CUSTOMER RESPONSIBILITIES

**10.1.** The Agent shall not be liable for delay or failure caused by events beyond its reasonable control, including airline or shipping-line disruption, port congestion, customs holds, government action, strikes, severe weather, war, civil disturbance, public-health restrictions, system outages or acts of third-party carriers.

**10.2.** Where a shipment is materially delayed beyond the estimated timeframe, the Agent may offer a reasonable remedy, discount or service credit where appropriate, taking into account the cause of delay and any recovery received from the carrier.

**10.3.** Loss or damage claims are subject to proof of shipment, proof of value, packaging evidence, carrier investigation and any applicable liability limit or cargo-protection/insurance cover.

**10.4.** Clients should report visible loss, shortage or damage as soon as possible and preferably within three (3) days of receipt, with photographs, video, invoice/receipt and tracking details. This reporting period does not remove any non-excludable rights under applicable law.

**10.5.** Official notices, schedules, rate changes, special-goods requirements and service announcements may be communicated through SAAS Logistics Ghana Limited's officially designated channels and, for KhinSaas Online orders, through KhinSaas Online's official customer-service channels.

## 11. OPTIONAL CARGO PROTECTION / INSURANCE

**11.1.** Where cargo insurance or protection is offered, it is optional unless required by the nature of the goods, the carrier or applicable law.

**11.2.** The applicable premium, insured value, exclusions, deductible (if any), claim limit and percentage of reimbursement must be stated in the quotation, invoice or separate insurance/protection schedule before payment. No insurance plan or reimbursement percentage should be assumed unless confirmed in writing.

**11.3.** Declared values should be supported by a supplier invoice, KhinSaas Online order record or other acceptable proof of value. Where an invoice contains multiple tracking numbers, cover applies only to the packages specifically identified as insured.

**11.4.** Uninsured shipments are subject to the liability limits stated in these Terms, the relevant carrier's conditions and applicable law.

## 12. KHINSAAS ONLINE ORDERS AND CUSTOMER FULFILMENT

**12.1.** SAAS Logistics Ghana Limited is the designated logistics company responsible for shipping and logistics coordination for goods assigned to it by KhinSaas Online.

**12.2.** A KhinSaas Online customer may therefore see SAAS Logistics Ghana Limited named on shipping notices, freight invoices, tracking updates, warehouse instructions, pickup notifications or delivery communications.

**12.3.** Where KhinSaas Online offers the customer a choice between sea and air shipping, the selected method determines the estimated delivery period and applicable logistics charge. Once the shipment has entered processing, changes may be restricted or subject to additional fees.

**12.4.** KhinSaas Online may collect logistics charges from the customer as part of checkout or may direct the customer to pay an authorized logistics charge separately. Any separate payment instruction must clearly identify the authorized recipient.

**12.5.** Product price, product description, warranty, return eligibility and merchandise refund decisions remain governed by KhinSaas Online's applicable sales/returns terms, while freight, handling, warehousing, customs-related logistics and delivery matters are governed by these logistics Terms where SAAS Logistics Ghana Limited is the service provider.

**12.6.** Nothing in these Terms is intended to exclude or restrict any consumer right or legal remedy that cannot lawfully be excluded under the laws of Ghana.

## 13. GOVERNING LAW AND JURISDICTION

**13.1.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ghana.

## 14. ALTERNATIVE DISPUTE RESOLUTION (ADR)

**14.1.** The parties shall first attempt to resolve any dispute, claim or disagreement amicably through good-faith negotiation.

**14.2.** If the dispute is not resolved through negotiation within thirty (30) days, the parties may attempt mediation through a mutually agreed independent mediator.

**14.3.** If mediation fails or is not agreed, the dispute may be referred to arbitration in accordance with applicable Ghanaian arbitration law and the agreed rules of a recognized arbitration institution. Unless otherwise agreed, the seat shall be Accra, Ghana and the language shall be English.

## 15. ENTIRE AGREEMENT

**15.1.** These Terms, together with any applicable quotation, invoice, rate schedule, KhinSaas Online order terms and written service-specific conditions, constitute the agreement relating to the relevant logistics service. If there is a conflict, the more specific written term for the particular shipment will prevail to the extent of that conflict.

## 16. AMENDMENT

**16.1.** The Agent may amend these Terms from time to time. Material changes will be communicated through official channels and will apply prospectively unless otherwise required by law.

## 17. SEVERABILITY

**17.1.** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 18. CONTACT AND ACCEPTANCE

**18.1.** Clients should use only contact details and payment channels published or directly confirmed by SAAS Logistics Ghana Limited or KhinSaas Online through their official channels.

**18.2.** By submitting goods for shipment, accepting a logistics quotation, paying a logistics invoice or instructing the Agent to proceed, the Client confirms acceptance of these Terms and Conditions.

### DOCUMENT NOTE

*This revised document is a business draft adapted for SAAS Logistics Ghana Limited and its logistics relationship with KhinSaas Online. It should be reviewed by a Ghana-qualified lawyer before final public adoption.*