

## General Terms & Conditions

- Rates offered are based on cargo details and specifications given at the time of quoting and will be subject to change should these differ at time of booking. Once the booking is confirmed by the client, Booking Confirmation Terms and Conditions shall also apply.
- Rates are valid for general cargo and not applicable for odd-sized goods, refrigerated and/or dangerous goods, (suggest add, “unless otherwise specified by Carrier/SeaLead)
- Rates offered in any currency other than USD are subject to exchange rates VATOS (Valid at time of shipment)
- Any extra/additional services offered by the carrier other than mentioned herein will be charged separately.
- All relevant documents (including but not limited to commercial invoice, packing list and/or relevant certificates/Shipping instruction) must be handed over/provided at time of booking to ensure all custom/port formalities and cut-offs are met. Carrier will not be liable for delays caused by incomplete or incorrect documentation.
- This quotation is valid for 10 days unless otherwise stated in writing.

## General

- This booking confirmation is issued subject to all the terms and conditions of SeaLead’s regular form of bill of lading (a copy of which is available at our website at <https://www.sea-lead.com/terms-transport/>). In tendering the Goods to the SeaLead/Carrier for the shipment (irrespective if a bill of lading is issued or not), the Shipper/merchant, acting for his own account as well as for and on behalf of the shipper or the Consignee and of the Holder of the Bill of Lading, expressly accepts and agrees to all the terms and conditions herein mentioned.
- The date of shipment, the carrying vessel and the schedule are not guaranteed by SeaLead and are subject to changes.
- SeaLead relies in its confirmation upon information furnished by the Shipper/merchant to be accurate. Should there be any changes in respect to the information which has been furnished by the Shipper/Merchant to SeaLead, those changes must be advised immediately by written notice to SeaLead.
- Operations such as lifting, stowage, drayage and customs declaration of containers are based on the description of the nature, quantity, measurement and weight declared by the Shipper/merchant. The Shipper/merchant shall be liable for any damage, loss, expense and fines incurred by SeaLead or its agents due to incorrectness or incompleteness of such declaration.
- There are cargoes that require special prior approval from SeaLead for booking, including, but not exclusively limited to, hazardous/dangerous goods, high value goods, liquids in a flex tank, military cargoes, out of gauge and break-bulk cargoes. The full list of such special cargoes is available by contacting SeaLead or local agent. The merchant/Shipper is obliged to notify SeaLead prior to the issuance of this booking confirmation that it is tendering such cargo for shipment, with written full particulars of such cargo and this confirmation is conditioned on such correct and full notice and compliance with any other required procedure of SeaLead.
- Shipper/Merchant warrants that he shall fulfill the requirements of SOLAS regulations and the IMO guidelines regarding the Verified Gross Mass (VGM) of container carrying cargo. Please refer to <https://www.imo.org/en/OurWork/Safety/Pages/Verification-of-the-gross-mass.aspx>
- In accordance with SOLAS regulations and IMO guidelines regarding the VGM (Verified Gross Mass being the combined weight of the container tare weight and weight of all cargo, including all

packaging and dunnage), any expenses incurred due to the VGM being submitted late or not submitted at all will be charged back to the Merchant/Shipper with an additional administration fee.

- The Merchant/Shipper warrants that the Goods are lawful and not mis declared cargo. Without prejudice to any other rights, remedies and defenses available to carrier under law and under the Bill of Lading in case of any failure of the Shipper to comply, the Carrier shall be entitled to charge an amount of USD 10,000 as operational fees in addition to a penalty of USD 20,000 per dangerous container and USD 20,000 per non-dangerous container mis-declared.
- Goods involved in the transport will be the ones that are permitted for exports / imports under the applicable laws based on the date of shipment and all the rules, regulations and directions applicable to exports and imports shall be complied by Merchant/Shipper and Consignee, firm the right of the Carrier to claim from Shipper itself or on behalf of Consignee for any costs, expenses, fines, liabilities, claim, loss or damage and penalties due to such incompliance.
- Receipt of booking confirmation shall not be interpreted as a confirmation of acceptance of Hazardous or Dangerous cargo. Such cargo shall only be accepted subject to receipt of a correct and complete and signed Multimodal Dangerous Goods Forms by Shipper. Carrier shall notify that such hazardous or dangerous cargo as described in the provided Multimodal Dangerous Goods Forms has been accepted by the Vessel Operator/Carrier/SeaLead for the specific booking. Any costs, expenses, fines, liabilities, claim, loss or damage and penalties associated with cargo presented for shipment without such written acceptance and / or signed Multimodal Dangerous Goods Forms shall be for cargo interests'/Merchant account
- If this shipment has been booked on a "freight collect" basis Shipper/Merchant will be responsible for the payment of all freight and charges payable by the receiver and shall proceed with the full payment of all outstanding freight and charges, should they remain unpaid for more than three consecutive days after discharge.
- The Carrier/SeaLead reserves its right to decline or cancel, at any time, any booking suspected to involve listed entities or breaching any Sanctions. If cargo is loaded, it may be discharged at any place and time the Carrier may deem convenient and the Carrier's Bill of Lading clauses shall apply.
- The Carrier/SeaLead does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.
- Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.
- Once the Goods have been received by the Carrier for Carriage, the Merchant shall not be entitled neither to impede, delay, suspend, stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses

caused to the Carrier, their Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

- Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or their agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.
- Apart from the terms of the BL issued by the Carrier/SeaLead, these Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this bill of lading) and whether the action be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

#### **Dangerous Goods**

- The Merchant/Shipper warrants, undertakes and agrees that Dangerous Goods may only be shipped with the prior approval of SeaLead, provided that previous written full particulars of such goods have been given to SeaLead by the Merchant/Shipper or on its behalf and all the relevant requirements and recommendations, including, but not limited to, the International Maritime Organization and the law in force in the port of loading and discharge and any intermediate scheduled port of call as well as the law of the country in which the Vessel is registered, have been complied with by the Merchant/Shipper.
- Vehicle(s) and equipment powered by internal combustion engines, fuel cells or batteries (equipment) are considered as Dangerous Goods as per IMDG Code and Merchant/Shipper warrants to comply with the code.

#### **Valuable Goods**

- The Shipper/Merchant is requested to notify SeaLead prior to booking, that the goods are valued over USD 2,500 (or the equivalent in the currency in which the declared value is expressed) per unit, piece or package, in order to enable SeaLead to evaluate the risk of the carriage.
- SeaLead does not waive its right to limit liability under the terms of the bill of lading unless the true nature and value of goods have been declared in writing by the Shipper before receipt of the goods by SeaLead, and the same is inserted in the bill of lading and full ad valorem freight has been prepaid.
- In any event, SeaLead shall not be liable for any loss of or damage to special cargoes such as cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments, and including goods having particular value only for the Shipper/cargo owner (such as used household furniture), unless the true nature and value of goods have been declared in writing by the Shipper before receipt of the goods by SeaLead and special arrangement has been made with SeaLead for acceptance of such goods (including additional freight that may need to be prepaid to cover additional special insurance cover for SeaLead).
- Notwithstanding the above, the liability of the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of Loading and

the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in accordance with Articles 1-8 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These articles of the Hague Rules shall apply as a matter of contract.

#### **Flexi tank**

- In case the goods are shipped in flexi tank or similar packaging systems for liquids, the Shipper must provide written advice of this information prior to booking, together with a full and correct description of the goods, specifying if the goods are bulk liquid and accompanied by the required certifications. The Shipper warrants and agrees that it shall comply with the Container Owners Association (COA) "Recommended Code of Practice for the Manufacture of flexi tanks and Operation of flexi tank/Container Combinations" and flexi tank manufacturer recommendations for stowage, handling and care of the flexi tank(s), that the flexi tank design shall comply with the Flexi tank Test Criteria and only 20' dry van containers shall be used, stuffed with a maximum of one flexi tank in each container.

#### **Refrigerated Goods**

- With respect to refrigerated shipments, the Merchant/Shipper is referred to the specific terms in SeaLead's/Carrier's standard form of bill of lading. The Merchant/Shipper agrees that it is solely responsible for setting the proper temperature and ventilation openings of the containers, and for correct stuffing the goods into the container when same are in adequate temperature (after pre-cooling or any other required adjustment) for carriage in the temperature instructed by the Shipper, and operating the gen-set.

#### **Compliance with Regulations, Rules and Sanctions**

- The Merchant/Shipper warrants the verifying of, complying with, observing and fulfilling, the formalities, charges, declarations, and other requirements, of any applicable law, convention, regulations and directives of any Government or Authority, including Customs or Port Authorities, to which his shipment is or may be subject to be delivered.
- SeaLead/Carrier shall not be obligated to execute carriage under this booking in the event that, inter alia, the Shipper does not comply with applicable Customs regulations and/or where a "Do Not Load" instruction is received from Customs or other Government Authorities. Without derogating from the generality of this provision, the Shipper warrants to specifically comply with the applicable US / Canadian / Chinese Customs/ EU regulations.
- Without derogating from the generality of the above provisions, the Shipper warrants to specifically comply with the applicable sanctions set out by US / EU / UN and further declares and warrants Inter Alia, that none of the parties in the Booking are included in the list of sanctioned entities.

#### **Freight, Demurrage and Charges**

- The Merchant/Shipper agrees to be responsible for all demurrage, detention, storage and per diem charges that may arise due to delay/abandonment of shipment not attributable to SeaLead/Carrier, and that SeaLead/Carrier has a lien against the cargo for such charges.
- The Merchant/Shipper also agrees that SeaLead/Carrier has a contractual and maritime lien against cargo for nonpayment or insufficient payment of freight and other charges, and that the lien extends to other or subsequent shipments of the Shipper, irrespective of whether they are carried under the same bill of lading or not.

- Notwithstanding the above, the Carrier/SeaLead shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. The Carrier may exercise his lien at any time and any place in their sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

#### **Containers, Stuffing of the Goods and Seals**

- Unless expressly acknowledged by SeaLead/Carrier to the contrary, containers are always the property of SeaLead.
- The Merchant/Shipper is responsible for returning at their risk and expense the empty container(s) in sound condition with the interior brushed and clean and odor free.
- The Merchant/Shipper and any person acting on its behalf shall indemnify the SeaLead/Carrier for all loss of and/or damage and/or delay to such Containers including any demurrage, detention, charges, costs, expenses, (including but not limited to legal fees), liabilities, losses and/or damage resulting there from.
- By stuffing the container and arranging its delivery to SeaLead/Carrier for transport, the Merchant/Shipper confirms that the container is dry, clean, intact with no holes, and fit and suitable for the intended cargo carriage.
- The Shipper/Merchant certifies and warrants that the seal(s) it uses to secure the container is a high security bottle seal meeting ISO PAS 17712 requirements (which can be purchased from SeaLead/Carrier upon request). The Shipper shall be responsible for any consequences resulting from failure to comply with this requirement. The Shipper/Merchant acknowledges in cases where more than one seal is attached to the container, only one seal number is customarily logged during transport.

#### **Merchant Haulage**

- Pre/or on-carriage of cargo through third parties, either before or after carriage by SeaLead (or any party/ies contracted with SeaLead), shall be at the Shipper's/Merchant's full risk and responsibility. The acceptance of the container(s) (and any other equipment) for the pre/ or on-carriage shall be considered as the Shipper's irrevocable confirmation that the container(s) (and any other equipment) is (are) in good order and condition, fitted for the purposes of the pre/ or on-carriage. The Shipper/Merchant shall be responsible for the condition and operation of the equipment and shall hold SeaLead harmless from any liability to the cargo, and from any losses or costs, or any damage caused to the container(s) and SeaLead's equipment before or after carriage by SeaLead.

#### **On Deck Carriage**

- Goods on flat racks or breakbulk, may be carried on deck or under deck, at the sole discretion of the carrier, without notice to the Merchant/Shipper. Any special stowage request by the Shipper must be submitted by written notice before the vessel's arrival and shall be subject to carrier's approval and discretion. In the case such goods are carried on deck, the carriage shall be at Merchant's risk and responsibility.

**Unclaimed Cargo**

- The Merchant/Shipper warrants and undertakes to take delivery of the goods immediately upon termination/fulfillment of the carriage, and the Shipper/merchant shall be liable for any and all damage, loss, expenses, charges (including without limitation to detention, demurrage, storage or legal fees) and other charges occurring out of a delay in releasing/taking delivery of the goods or abandoning them.
- If the goods are not taken within a reasonable time but in any event not exceeding thirty (30) days, or even seven (7) days in the case of refrigerated containers, or whenever in the Carrier's opinion the goods cannot be delivered because they are insufficiently or incorrectly addressed or the goods are likely to become deteriorated, or worthless, or incur charges in excess of their value, the Carrier (or their affiliates or agents) may, at its discretion, without prejudice to any other rights it may have against the Shipper/Merchant and without any responsibility attaching to it, break the seal and strip the container and/or sell, abandon or otherwise dispose of such goods.