

## **TERMS & CONDITIONS**

Freight rate is subject to terms and conditions of the specified charges itemised in Boluda Lines' quotation for the nominated sailing and conditioned to booking confirmation at the time of loading (GATE IN hour).

Cargo will be carried subject to and in accordance with Boluda's Standard Terms and Conditions for Carriage incorporated into the bills of lading and/or sea waybills issued by the company whose Standard Terms and Conditions are available at Boluda's web site <u>www.boluda.com.es</u>.

This quotation is subject to space and equipment availability as well as to operational approval at the time of loading.

BAF surcharge amounts are indicative only. BAF adjustments will be calculated and charged as at the time of shipment. If you wish to know BAF amount applicable at the time of shipment, please contact Boluda Line's local agent.

Unless specifically stated otherwise, this quotation relates to harmless goods only and it is not valid for IMDG cargoes.

This quotation is subject to your acceptance and confirmation. Unless specifically stated otherwise, the validity period of this quotation is strictly as set out herein and therefore it is valid up to the validity date specified in this quotation.

For further information and details about the service, vessels, schedules, and transit times please visit our web site at www.boluda.com.es

Freight rates and charges might be prepaid or collect depending on commercial terms and local regulations.

Inland haulage charges consist of third-party charges beyond Boluda's control and are subject to changes. Inland haulage charges (pre-shipment or post-shipment) shall be charged according to the nature of the specific service actually performed; therefore additional/higher charges may be payable on this respect not matching the exact rate quoted. Any extra-cost, surcharge or increased rate charged to the carrier for inland haulage services will be always for the account of the customer and shall be accordingly charged to the customer upon notice.

• **T3 & Administration Fee:** – Basic rate (MAIN CHARGES) does NOT include administration and payment of Port dues and expenses (T3) charged by Port Authorities in connection with the entry, exit, transhipment or transit of goods or transport units in/from the port area. The customer is the sole party responsible for payment of T3 port dues as applicable at each relevant port. However, as far as the carrier is familiar with port authorities' requirements, it offers, as part of its standard procedures, a service to arrange payment of these port dues with Port Authorities on customers' behalf enabling them to save time and inconveniences on this respect. T3 port dues are so settled by the carrier on behalf of the customer and then billed to the customer.





This additional charge covers Boluda Lines' payment of T3 port dues (including those applicable to empty units) on behalf of the customer and the administration costs incurred therefrom. Administration and payment of T3 will be arranged through Carrier's ship agent or the local Terminal in accordance with applicable local law and regulations. Settlement of T3 port dues shall be conducted following the Simplified Estimation Scheme as provided by current legislation. By accepting the offer, the customer expressly consents the application of the Simplified Estimation Scheme for calculating the applicable T3 port due's amount as well as the carrier's administration costs involved in coordinating and arranging T3 payment with third parties. \* Should customer expressly request payment of T3 to be arranged and paid directly by himself at his own, he must provide Boluda Lines with enough written evidence proving actual payment of T3 port dues in compliance with applicable regulations.

• **CARGO INSURANCE COVERAGE**: Basic rate (MAIN CHARGES) does NOT include cargo insurance coverage. Providing proper cargo insurance is the sole responsibility of the customer and at for his own account and at his own expense. Should the customer requests Boluda Lines to procure the contracting of cargo insurance, this will be quoted separately.

\* Boluda Lines' liability is covered by its civil liability insurance covering its civil lability as Carrier according to contractual and legal provisions. To be noted that Boluda Lines' liability for damage to cargo is contractually and legally limited as provided in the company's General Conditions for Carriage incorporated into the bills of lading issued by the company, whose General Terms and Conditions are available at Boluda's web page www.boluda.conm.es, and in accordance with the legal provisions mentioned therein. By accepting the offer, the customer acknowledges accepts and agrees on such General Terms and Conditions in their entirety as fully incorporated and applicable to any contract of transport even though they are not printed or stamped in the Bill Lading issued for a particular shipment. Boluda Lines' liability for loss or damage to the cargo will not exceed in any case the limits of liability as provided in the mentioned General Terms and Conditions for Carriage.

• VGM SERVICE: To be noted that shippers are required to provide the Verified Gross Mass (VGM) of each shipment to their sea carrier and the terminal operator pursuant to Safety of Life at Sea (SOLAS) Convention and mandatory national laws (Resolution from the Spanish General Directorate of Merchant Marine dated 15th June 2016). According to these regulations it remains the shippers' responsibility to obtain and provide the VGM, in accordance with such local government guidelines and provisions, prior to loading.

Boluda Lines offers a VGM weighing service (Boluda Lines acting as authorized VGM representative of the customer for those purposes) according to the below provisions and in consideration of payment of the VGM charge. This charge covers potential extra cost incurred in terminals due to VGM (Verified Gross Mass)

VGM service should be requested at the time of asking for a quoting and at any event no later than 48 hours prior to the container entrance in the Terminal. If requested with such a prior notice Boluda shall not charge any extra VGM Charge over the basic rate. In case the request is otherwise made outside the stipulated time limit, Boluda Lines shall bill to the customer all and any extra costs and expenses charged by the Terminal for the provision of the weighing and verification services by the Terminal itself.





Likewise, in case the customers decides not to request Boluda VGM service but to arrange at his own for the weighting and submission of VGM, it must still provide the VGM declaration no later than 24 hours before the entry of the container into the Terminal and in such a case, since any VGM weighing service provided by the terminal for the shipper is always at the cost of the shipper, the customer will remain liable for any extra -costs incurred by the terminal from extra-weighing and handling at the terminal for any of the following reasons:

- Lack of submission of the VGM declaration or the existence of any discrepancy between the VGM provided by the customer and the verified one resulting from weighing at and by the terminal.
- Submission of the VGM declaration after the 24 hours following the entry of the container in the Terminal area.

