

## Terms and Condition of Trade for Project / ODC and Bulk container movement

- 1. Terms of Contract :** The shipments are governed by below specific Terms & Conditions read along with General Terms and Conditions of Trade hosted on the company's Web site at: [www.logisticintegrators.com](http://www.logisticintegrators.com) namely with respect to Terms of Billing of Lading ( BL ) for Sea and Air Way Bills (AWB) .
- 2. Routing & Transit Time :** The Routing and the Transit time are those from the carriers and are indicative as of the date . These are subject to change due to various Operational reasons inflicted due to Geo- Political reason, Wars and War like development including international border disputes, Operational reason, choke/ restriction of any international path way / canal; Diversions & Delays caused due to accidents ; Weather conditions and Hurricane, Port congestion and disruption, sudden spikes in demands and or curtailment of supplies, shortage of any specialist manpower talent or resources ; Outbreak of any pandemic in any form , changes in carriers routes , disputes due to contract between carriers & Operators, causes due to Act of God beyond the control etc., etc., just to mention a few and not limiting to the above causes, it includes various unforeseen operational reason therefore causing changes in Pick up, transit shipments Hubs / enroute ports dislodgement , omission of Port of call change of routes and time of arrival and delivery .

The Company and it's agent shall endeavor to share the updated status of the cargo at each stage and revised schedules. Any changes desired to mitigate the impact so caused shall be resolved jointly in consultation and payments of the incremental cost as may be operationally Possible.

- 3. The Cargo Value :** International Cargo movements are undertaken by Air and Sea carriers under the clause of " NVD " ( No value declared ) and are quoted on the basis of General average value as defined in their respective applicable Laws of Shipping / IATA , unless the shipper has advised for quote based on " Value of the cargo " , therefore , the liability of the Carrier and it's agent and forwarders is limited to the general value as defined in the respective Act and in common international factor called " SDR" ( Special Drawing Rights) .
- 4. Insurance:** The cargo and its carriers are subjected to the provision of the laws governing Billing of Lading ( BL) and Air way Bills ( AWB ) , respectively for ocean and Air movement. The limitation of liability of the Carriers or the Agents for Cargo is defined in the respective Act. We or the carrier do not cover Insurance for the full value of the cargo at any Point and for all reason beyond the control of the carriers. We ,therefore ,advise to ensure full cover of Cargo from Origin Point to Delivery Point as per the terms of the shipment covering all risk associated with international movements including Origin transportation, Loading and unloading, and enroute storage etc. etc. . The company, Logistic Integrators (LIPL ) or its agents do not provide

any additional insurance for the value of the good unless expressly advised by the Shipper or consignee before the movement of the Cargo at an additional cost of insurance.

#### **5. Quotation & its Validity:**

- i. This quotation is valid for a period of 5 days from the date of the issue or as mentioned in offer letter for confirmation and is subject to revision at any time prior to confirmation by the Company or its agents or its carriers .
- ii. The offer is subject to receipt of full details of technical drawing of the ODC / Heavy lift cargo clearly showing such as but not limited to ; COG, ( Centre of Gravity ) lifting, lashing and lugging points, dimensions , position , construction of cradle, declared Weights, details of contents of any Flammable/ Hazardous materials as part of the machine and any special specific technical tools requirement .

Any Changes arising due to changes of HS Code, material & its category , weight, contents, dimensions, packages or any information in the shipping documents or Mismatch with the actual consignment will render the quote invalid and cause changes in the pricing . In case of Any penalties or amendment charge levied by Ports or Carrier or any intermediary and association delays arising out of such incorrect declaration will be to the account of shipper / consignee account . LIPL will not be responsible for same.

- iii. Equipment availability to be mutually agreed at the time of order confirmation. Any Special lifting devices needed for loading and discharge, to be at the expenses of Shipper / Consignee account and will be as certified by the Llyod Register or its equivalent .
- iv. BAF/ CAF and any other surcharges quoted are as prevailing and subject to change at the time of shipment as per the Carrier notification.
- v. Offer does not include construction of roads, bypasses, removal of fences, or street fixture, strengthening of bridges or repairs or impacts of Weather disruptions and such services if need to be performed shall be at additional cost.
- vi. Any other requirement / request apart from the one quoted above will be billed as applicable namely but not restricting to & to name a few Crane Rental; storage; storage charges post free period; enroute storage, special equipment charge ; container imbalance charges, Out of Gauge surcharge, Cess on routes , etc, etc.

- vii. All Govt Taxes, namely GST, permits, escort charges, Border toll charges and any other levies will be extra as applicable.

## **6. Packaging**

- i. It Is the responsibility of the shipper to ensure that the cargo is packed adequately and appropriately in Seaworthy/ Air worthy conditions. LIPL or its Agents or Carriers do not warranty the sea worthiness of the packages. Any additional cost incurred or imposed or any delays in the movement, at any time during enroute of the shipment due to Packaging will be to the account of the shipper . Logistic Integrators ( LIPL ) , its domestic & overseas agents or it's carrier shall be responsible for such cost or any consequence arising out of inadequacy of packaging .

## **7. Payments.**

- i. Full Freight is deemed to be accrued, including all the Ex- works, Transportation & Origin and Port charges on the Pickup of the cargo at the warehouse of the shipper or receipt of Cargo for Loading on carriers , whichever is earlier .
- ii. Full payments is due within 3 working day of the sailing of the vessel or as per our quotation whichever is earlier and in any case before the arrival of the Vessel at destination. In case of Air movement, Full payment is due prior to departure of flight.
- iii. Any cost arising out of Non payments of freight and resulting demurrages, detention storage or any penalty levied by the port for the consequential non taking of delivery shall be to the account of Shipper or the consignee. LIPL or it's agents shall not be responsible for any delays arising of delayed payments and those of undertaking delay deliveries and custom clearance of the Cargo.
- iv. LIPL or its agents or port authorities shall not be responsible for the safety and or damage or theft to the cargo arising out of storage at the Port for Non-payment and all such cost shall be the account of the Shipper and or Consignee.

## **8. Right of Lien on Cargo**

- i. In an event of non-payments of dues of Carriers/ its agents or it's forwarder, the parties to the supply Chain and LIPL shall have a right of lien at their discretion on the cargo for non-payments of dues not restricting to the current cargo dues only. Any incremental and consequential costs arising out of such an act will be fully to the account of the shipper and the consignee.

- ii. In an event of continued non payments irrespective of the fact, that the prior advises (by any form of communication ie, email . or whats up or SMS or calls ) have been issued for payments of the overdue and its consequences, the effected Party shall dispose of the cargo as deemed fit to further arrest cascading cost associated with detentions, demurrage and storage and apportion such proceeds to the cost of detention demurrage, etc, after adjusting the cost of such disposal and remit back the excess realization or recover the shortfall of such cost not realized .

#### **9. Ridder Terms :**

- i. In an event of any holding of cargo at origin or destination by the customs or any regulatory body as part of their scrutiny for whatever reason not explained, any Cost incurred , any delay or any penalty shall be to the account of shipper & consignee . No part of that shall be to the account of LIPL or its agents or its carriers.
- ii. In an event of any holding of Cargo at any point due to local disturbances; regional clashes / ethnical clashes or civil disorder or arson and rioting, Sea & Land Pirates, etc., etc., resulting to Holding for cargo for Ranson, LIPL or its agents and carriers shall not be responsible for the cargo or its cost.

10 **Abandoned & Unclaimed Cargo** Any Cargo delivery not taken at the destination Port shall attract heavy Cascading container detention, demurrages, port storage cost , custom Penalty and other incidental consequences. LIPL or its Agents shall not be responsible for any of these cost and shall be discharged to the respective authorities directly by Consignee or Shipper. In an event of any Claim to LIPL and its Agents due to failure for payments of such charges, they shall proceed to recovery from Shipper and final consignee. Notwithstanding, they shall appropriately exercise their right of lien on the good and facilitate auction of the goods to arrest the cascading cost .

11 The shipments are subject to a Force Majeure clause as may be applicable from time to time in the matters of International Maritime Trade or any movement within the country.

#### **12. Arbitration.**

This contract for carriage shall be governed by Indian Laws and any disputes in relation to the parties shall be resolved amicably. However, if the disputes are not resolved amicably, the disputes shall be referred to Arbitration before a sole arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996. The seat of the Arbitration shall be Mumbai. Both Parties shall bear the cost of arbitration in equal proportion except the fee and charges of respective lawyers or attorneys. Subject to Mumbai Jurisdiction, Maharashtra, India.

