

## SLCPL Standard Trading Terms & Conditions

### **For Freight, Transport & Customs Clearance**

- All charges are valid subject to the details provided by the customer and for that shipment only, in the event of any changes in details or increase in the volume (dimensions) and/or weight additional charges shall be levied and customer shall be liable to pay for the same without any demur
- Ocean freight is subject to carrier's various approvals, space & equipment availability, surcharges remaining same, correct cargo declarations
- Vessel Schedule & Transit Time is as published by carrier & is subject to change without any liability whatsoever to us
- Local charges of carrier including Terminal Handling Charge & Inland Haulage Charge is as per present tariff and is subject to change by carrier at anytime
- Fumigation, Palletisation or any other Ancillary services required are to be paid by customer
- Invoicing shall be as soon as possible after departure of carrying vessel, Exchange rate as per invoice and not negotiable
- The risk of carriage by any mode is completely on the consignee/shipper as the case may be. It is explicitly clarified that in no event we (SLCPL), our agents, principals, contractors or subcontractors shall be liable for any claims, losses and/or damages towards customer with respect to the cargo on any count whatsoever and we shall be paid the Invoice amount without any dispute and we shall be indemnified against any claim whatsoever of shortage, damage, loss or subrogation by the insurance companies
- We shall not be liable for carrier's mistakes in documentation or IGM / EGM filing or any other mistake on their behalf
- Ocean Carriage as per carrier's Bill of Lading, copy of which can be provided on request
- In the event the ship/vessel owner charges us in foreign currency and you delay the payment; then in that event you will be given credit at the exchange rate prevalent on the date of payment; however the above is without prejudice to our rights to charge interest and penalty for delayed payment
- Delivery Order to be issued against presentation of original Bill of Lading only
- In case of cargo being unclaimed and/or auctioned the liability of amount under our invoice and subsequent penalties & charges still remain on customer's account and are liable to be paid without any demur
- For break-bulk by containerized mode deposit will be required at the rate of USD 1,000/- per break - bulk container in advance and the same will be adjusted against final invoice
- Any exchange rates mentioned in the quotes are only for guidance purposes and exchange rate will be final as per invoice only
- If any L/C discrepancies are found then the same must be accepted at your cost
- Lashing/chocking should be seaworthy & certified by a competent marine surveyor & copy of the certificate to be provided
- Subject to under deck / on deck stowage option as per Lines' & Master's discretion
- Subject to shipper's confirmation that cargo can be safely loaded and lashed for shipment as OUT of GAUGE
- For Flat Rack & Open Top Containers corner castings / lifting points must be accessible at all times
- Subject to cargo lashing meeting the requirement for under deck stowage unless otherwise stated

- Over wide cargoes extending along its full length that are in excess of 20'/40' cannot be stowed under deck
- At least 25 cm clear from the end walls is required to allow under deck stowage
- All Flat Rack quotations refer to flat racks with ENDS UP unless otherwise specified
- All North American Import/Export rates must be filed with FMC before a booking can be accepted
- For overlong cargo Flat Rack Containers will be of Flush folding with end walls down / platform
- Loading, unloading, packing etc. to be arranged & borne by customer, in the event we are compelled to carry out the same the resultant costs shall be payable by customer and the rate so invoiced shall not be challenged and/or disputed on any count whatsoever
- Transit insurance must be taken by the customer and insurance cover note copy provided prior loading operations as we shall not be liable for any damages and/or losses and no such claim shall be entertained by us, however your liability to pay us under the invoice shall continue and you shall be liable to pay for the same in spite of you raising any such alleged claims upon us
- Transportation will be subject to "force majeure" clause
- All Charges are valid up to the validity date only if fuel prices & market conditions do not change. In the event the market conditions change or fuel prices increase customer shall promptly pay the difference to us
- In case of unavailability of trucks, trailers, axles etc. due uncontrollable factors the quote becomes null and void or to be revised suitably e.g. strikes, supply & demand factors
- All other land transportation terms as per transport lorry receipt
- Octroi and entry tax wherever applicable shall be paid / coordinated directly by customer
- Import/Export Customs clearance is subject to Customs approval & assessment
- Any additional charges demanded by customs shall be payable by customer
- All documents to be provided in time, customs may ask for any documents/clarifications at the time of clearance and the same to be provided by the customer
- We reserve the right to hold the original Bill of Entry and TR 6 Challan in case of advance falling short of final invoice amount for import shipments and EP copies of export shipments in case customer failing to make payments as agreed mutually
- The work is undertaken basis an estimated advance including third party payments & government duties etc. and the same to be paid to us in advance as requested in order to undertake the work
- Any other terms & conditions or requirements should be advised prior to booking