

## GENERAL TERMS AND CONDITIONS: CONTAINERIZED CARGO (FCL)

### The prices do not include:

- Transport insurance covering risks exceeding standard responsibility of the carrier.
- Customs clearance.
- Storage, demurrage, detention.
- Eventual courier services costs, marking, packing.
- Other additional costs beyond our control.

### Remarks to the prices:

- Price is valid subject to the availability of empty containers.
- Offer is calculated based on the current tariffs, duties, surcharges, and exchange rates.
- We reserve the right to recalculate the offer at time of booking.
- Rates are calculated based on information supplied by you, dimensions, and description of the goods and will be recalculated based on the final specifications before shipping.
- Subject to space on the ship.
- The weight categories are including tare of container.

### Terms and conditions:

- The container must be sealed by the high security seal. Any extra charges will be invoiced.
- For shipments to or transiting the United States must be arranged ISF by the importer of the goods.
- Transportation is governed by the terms of the bill of lading (B/L).
- For conversion of foreign currency, we use Rate of Exchange of Czech National Bank valid at the time of invoicing increased by 1,5 % due to a difference in our commercial bank and Czech National Bank.
- The issuance of the second and another set of B/L is charged EUR 25,00/set.
- The cargo must be seaworthy packed, the ship owner shall not be responsible for damage during shipment in a container.
- The transport of IMDG shipments must be booked in advance and IMO declaration draft must be provided at the time of booking in order to be approved by the carrier prior to the loading.
- Container after loading must be properly labeled to fulfill the IMDG Code, ADR and ZIM regulations and drivers must be provided with all relevant documents. Final IMO declaration must be sent immediately after the loading.
- Transportation of non-standard goods (like alcohol, antiques, veterinary products, weapons, etc.) is possible only based on previous advice and approval of the carrier.

- Austromar is not responsible for damage to the consignment taken over if:
  - a) Damage could not be prevented even with due diligence customary in the sector of forwarding services;
  - b) Damage caused by breach of duty payer specified in the legislation, forwarding contract and these terms and conditions;
  - c) Damage was caused by defect or inherent content or defective packaging. The transport company can notify the client that the packaging is improper or damaged, but the payer is not relieved of his responsibility for the suitability of the final package in case that does not reflect the notice;
  - d) Damage was not applied as per the General Terms and Conditions of Austromar Article XII.
  - e) Damage occurred during handling, loading, stowage or unloading of the goods by the sender, recipient or persons acting on behalf of the sender or recipient;
  - f) The inherent nature of goods, which are subject to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of insects or rodents;
- Invoices must be paid within the date specified in this document, or if the date is not listed, within 14 days of the service date.
- Goods in export must be cleared up at a time. If the customs clearance is not arranged in time extra costs can arise.
- If the customer requires customs clearance, it must be specified in the order or immediately after the customer becomes aware of this fact.
- Charges for customs clearance are CZK 850,00 + 0,1 % of cargo value, maximum CZK 5.000,00, including 2 HS codes, each additional HS code CZK 50,00. Personal effects CZK 3.000,00.
- In the case of carrier's haulage, the conditions are as follows:
  - By the truck delivery in Czech Republic and Slovakia there is free time for loading/unloading and eventual custom procedures 3 hours since delivery of the container to the first delivery place (loading/unloading place or custom office). There is no counting in this time the time of driving between stops.
  - By exceeding this free time there will be charged waiting time EUR 25,00/container for each commenced hour till the end of all activities/stops; the waiting time fee is counted EUR 150,00/day maximally. The consignee or consignor is obliged to confirm the trucker the end of loading or unloading on a special form what is at driver's disposal.
  - Transit custom clearance (TI, TCP etc.) for containers with cargo value up to EUR 800.000,00/container is within our service free of charge.
  - Transit customs clearance cannot be provided for alcohol shipments via Rotterdam and Duisburg.
  - Storage of containers in import as well as export direction at terminals in Czech Republic and Slovakia:
    - a) Harmless goods: in total 10 days free, from 11th day EUR 3,00/TEU and day.
    - b) Dangerous goods: in total 5 days free, from 6th day EUR 6,00/TEU and day.
- The customs limit for storing of uncleared containers is max. 20 days. The arrival day of the container to the terminal as well as departure day of the container from the terminal is not counted to the storing time.
- Limit of the carrier's liability is determined by international treaties – such coverage usually does not cover the full amount of all commercial risks; we highly recommend to insure the cargo properly.

- In case that the insurance beyond the responsibility of the carrier is ordered with Austromar, General Insurance Conditions are available on [https://austromar.com/images/General\\_Conditions/Insurance\\_VPP\\_Allianz\\_CZ.pdf](https://austromar.com/images/General_Conditions/Insurance_VPP_Allianz_CZ.pdf)
- B/L must be approved before the ETS, for destinations where the filing must be arranged in advance the B/L must be approved at least 2 working days before ETS, in case of non-compliance deadline will be charged a fee of USD 60,00/BL (manifest correction).
- The duty of the shipper is to check the container prior to loading. By loading the container, the sender confirms the fitness of the container for transport.
- After the unloading of the cargo container must be properly cleaned and returned in
- undamaged condition. If the container is returned to the depo dirty and/or damaged, the container will be repaired/cleaned, and the expense will be charged to the consignee.
- By ordering the transportation service, the customer accepts and agrees to adhere to Austromar's General Conditions and the Complaints Policy.

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