

GENERAL CONDITIONS: CONSOLIDATION SERVICE (LCL) IMPORT

Transportation is governed by the terms of Bill of Lading. These terms outline various aspects of the shipping process, including pricing, booking, packaging requirements, and liability. They also specify procedures for handling specific types of goods and outline conditions for cancellations, currency conversions, and customs clearance.

These terms focus on ensuring compliance with weight and dimension limits, proper documentation, and adherence to company policies. They aim to enhance efficiency, accuracy, and transparency in the shipping process. AUSTROMAR shall carry out the services with reasonable skill and care and in accordance with the Customer's reasonable instructions as agreed. If the Customer's instructions, required documentation or information are inaccurate, incomplete, incorrect, or not as agreed, AUSTROMAR may, at the Customer's risk and expense, act as it reasonably deems fit, and the Customer shall Indemnify AUSTROMAR from any Liabilities arising from or in connection with the same.

AUSTROMAR reserves the right to refuse any Shipment or to provide any of the Services at any time in its absolute discretion and accepts no liability whatsoever in any such case. Information given by the Customer or on its behalf shall be accurate, correct, and complete. Shipment shall not cause pollution of the environment or harm to human health if they escape from their packaging; be considered illegal under any applicable laws and regulations or expose AUSTROMAR to any sanctions imposed by any country, international organization, or other relevant authority.

All quotes are subject to equipment availability and Vessel-Operating Carrier capacity, and all Shipments are subject to the approval of the relevant Vessel-Operating Carrier(s). The choice of Vessel-Operating Carrier(s) is entirely at AUSTROMAR or the Carrier's discretion. Any transit and lead-times shown in the quotation are indicative only, non-binding and without guarantee. Actual transit and lead times are subject to various factors and may vary from those set out in the quote.

The rates include:

- Sea freight - the cost of sea transportation for the shipment from the port of origin to the port of destination including standard surcharges v.a.t.o.s.
- Port of Loading standard charges v.a.t.o.s.
- The cost of transporting goods from the designated port of discharging to the warehouse by rail, rail/road, road – in AUSTROMAR option.
- The LCL Charges related to Less than Container Load (LCL) shipments, which involve deconsolidating from a single container. Upon arrival at the destination, the goods will be unpacked at the warehouse, ensuring that they are properly handled and prepared for further distribution or storage.
- Manipulation at the Warehouse – this covers the cost of handling and accepting goods at the warehouse, ensuring that shipments are properly received and processed.

- 7 calendar days of free storage – customers are provided with a grace period of seven days for storing their goods at the warehouse without incurring additional charges. Cargo to be picked up in due time (within mentioned free storage period) to avoid extra storage charges.
- The rates are calculated based on the Weight/Measurement (W/M) basis (cubic meter/ton) without any further recalculations. This means that the cost of shipping is determined by the volume or weight of the cargo, whichever is greater.
- The minimum tariff is indicated for every destination individually.

The rates exclude:

- An additional fee for the release of the cargo.
- Commercial Insurance (Insurance Exceeding the Carrier's Responsibility). Carrier is responsible only for loss or damage described in Bill of Lading (Carrier's Liability and Amount of Compensation) General Terms and Conditions exceeding the ship Carrier's responsibility (Carrier's Liability and Amount of Compensation). While the Carrier may provide limited liability coverage for the shipment, customers are responsible for arranging additional insurance coverage to protect against risks beyond the ship owner's responsibility.
- Additional services requested by Booking Party are not covered in the rates and may incur separate charges. Such as courier services for document delivery, signing of documents, repacking of goods, marking/labeling, measuring, issuing customs documents, extra photo documentation and other.
- Other surcharges for nonstandard cargo (IMO, Personal Effects, Food Stuff, NONSTACKABLE Cargo, High Density Cargo, Heavy Lift, Overlength Cargo, Veterinary products, Agricultural products, and excise goods etc.)
- Any Origin charges if not agreed at the time of booking. The Origin charges not explicitly mentioned are available upon request.

Conditions:

- Rates do not include any additional services, unless specified in quote, and/or additional fees at either port of load or port of discharge, including but not limited to:
Inspections fees required by government agencies, fumigation certificates, customs clearing charges, local taxes, other regulatory requirements by local agencies, additional security procedures and demurrage and detention tariffs. Such extra charges will be charged by AUSTROMAR in addition. Any fee imposed at any time by any government agency or other relevant authority, including (without limitation) taxes, duties, customs clearance fee, government-imposed fees, and any such fees will be passed on the Customer in full.
- Rates are valid for commercial cargo only which consignee has valid registered VAT number, stackable general cargo, with a total value not exceeding EUR 50,000. Tariff rates offered are subject to change without notice.
- Weight/volume is rounded up to a whole 100 kg / 0,1 cbm.
- It is assumed that the consignments are suitable for manipulation in a standard manner and duly marked. Non-standardly handled consignments must be provided with sufficiently large pictograms on all vertical sides of the consignment.
- All cargoes must be packed seaworthy, fit for purpose, and must be properly marked. Austromar or CFS cannot be held responsible for incorrect delivery in case cargo is not properly marked.
- Consignments must be notified of and booked in advance with appropriate information about cargo dimension, cargo nature, shipper, consignee and other. Goods must be marked by shipper properly.

- We recommend delivering goods on pallets – properly packed, secured and marked.
- Consignments with damaged packaging, contents will might not be accepted for shipment – individual solution of the situation by an agreement is possible.
- All wood packing material, crates, pallets, and dunnage must comply with Quarantine International ISPM 15 regulations and must be free of any bark or the cargo may not be loaded. It is Carrier Global Policy that all cargo regardless of destination must comply with this regulation. To proof conformity to these regulations, wooden packing material must be physically marked/stamped on two facing sides.
- The IMDG (dangerous goods) shipments must be approved by Austromar in advance with rates agreed upon request and before accepting such shipment into our warehouse. In case of Dangerous Goods visible IMO stickers should be attached to the cargo. All extra costs and penalty of EUR 500 per shipment will be charged to the shipper's account for the unannounced or incorrectly reported IMDG shipments.
- Unannounced or incorrectly reported IMDG shipments incur extra costs and penalties.
- Shipping non-standard goods (dangerous cargo, perishable, animals, all kinds donations, all kinds diplomatic cargo, all kinds antiques, all kinds personal effects, all kinds military cargo, all kind cargo for delivery to military base, military site, military address, UN nations and any Organization related to UN nations, diplomatic residence, mall festivals, exhibitions and fairs and or similar military & or any other authorities which demand special licensed trucker, drivers or need to follow certain security procedure and not valid for Carnet ATA cargo, veterinary goods, etc.) is possible only upon previous approval. Shipping of personal belongings incurs a surcharge.
- In case of cancelling the order less than 72 hours before the deadline (closing at CFS), incurs a dead freight charge.
- For accounting purposes, the dimensions / weights which are determined by an independent company at the port or terminal are binding. In case of possible discrepancies, another re-measuring in the port of unloading must be ordered – a paid service.
- Consignments must be cleared through customs and accepted at the specified customs warehouse and CFS during working hours. Consignments are accepted with a maximum of 3 items from the customs rate tariff, with a surcharge applicable for more items.
- The warehouse will release only consignments which have been cleared through customs. In other cases (transit) the customs clearance in the transit regime will be accounted according to the real costs – the amount of the fees and guarantees upon request.
- Currency conversions are based on the exchange rate published by the European Central Bank (ECB) at the time of invoice issuance plus 1,5%. Freight and charges will be invoiced in local currency based on place of payment unless otherwise agreed.
- All transport is governed by the terms of Bill of Lading.
- Maximum weight and dimension of one package:
Each package has a maximum allowed weight of 3 metric tons – to be confirmed. For shipments exceeding this weight limit or having dimensions longer than 3 meters or higher than 2 meters, customers need to contact the office for confirmation of extra charges. This ensures that AUSTROMAR or Agent can properly accommodate and handle oversized or heavy shipments.
- Overweight Surcharge (OWS):
For shipments exceeding 3 metric tons in total weight or having a weight in metric tons higher than the volume in cubic meters, an overweight surcharge (OWS) will be applied individually. Customers are instructed to contact



the office for details, indicating transparency in pricing and potential additional costs associated with heavier shipments.

- **Marks and numbers:**
Please make sure your shipments are always properly marked, including the port of destination. It is also imperative that the marks and numbers on all documentation match the actual marks and numbers on the cargo. Proper marking of shipments, including the port of destination, is emphasized to prevent misdirection or loss. Consistency between the marks and numbers on documentation and cargo is crucial for accurate handling and tracking throughout the shipping process. This requirement helps minimize errors and ensures the smooth flow of goods.
- Information about the goods, legible commercial invoices, and a packing list that contains the respective size and quantity of the transported goods, including its customs classification must be delivered not later than 5 working days before the ETA of the shipment to the port of discharge. If the necessary documents are not delivered in the timeframe causing the container to be blocked at the port or at the terminal, the
- Customer principal who does not supply the necessary documents will be charged a contractual penalty of EUR 200 together with all other related costs and penalties. Timely submission of information about the goods, commercial invoices, and packing lists is necessary to facilitate customs clearance and smooth handling of shipments. This requirement encourages proactive communication and compliance with regulatory requirements.
- By ordering the transportation service, the customer accepts and agrees to adhere to AUSTROMAR's General Conditions and the Complaints Policy. By ordering transportation services, customers agree to adhere to the AUSTROMAR's General Conditions, Bill of Lading Conditions and Complaints Policy (available on web). This ensures mutual understanding of the terms governing the transportation service and establishes accountability for both the logistics provider and the customer.
- For export (DAP) and import (EXW) shipments, it is the client's responsibility to check whether the shipment needs to be picked up from a residential area or delivered to a residential area and to specify this separately when requesting a quote. Additionally, if a tail lift and/or direct vehicle (timeframe) loading or unloading is required, this must also be indicated. Especially in the case of shipments to and from the United States.