

# Overall freight conditions

## Quotation terms and conditions:

- This quotation has been prepared based on the most favourable current price rates. If the shipping space capacity is limited, we reserve the right to offer an updated quotation with a more favourable departure time (ETD).
- The price is calculated based on current freight rate level, surcharges on them, and exchange rates, for the dimensions, volume and weight as commissioned by you (gross, incl. the container tare) and for the specified kind of goods and freight unit.
- We hereby reserve the right, should there be any changes to these inputs, to rework the offer for you, even when in effect, including the transport already being carried out.
- In the case of difference from the values you provided, the total price may differ.
- The price applies to the delivery terms stated (according to Incoterms 2010).
- The price is quoted without VAT, should there be any.

## The price does not include especially:

- Ensuring export/import licences, goods loading/unloading to/from a container, palletizing, packing, securing the consignment in the container and pallet or other packaging material provision.
- Customs clearance, unless explicitly stated otherwise. If you require, we will readily ensure customs clearance for a standard fee.
- Possible customs duties and other charges exceeding delivery conditions as specified in the quotation.
- Possible fees for customs controls ordered by the customs authority and handling and transport of the consignment from/to the customs control point, including demurrage.
- Additional costs for delivering the consignment to the required customs procedure point when different from the loading/unloading point.
- Consignment insurance exceeding carriers' statutory liability. We will be very happy to offer you such insurance.
- Courier services (e.g. to send consignment documents). We will also gladly offer these for a surcharge.
- Additional costs not caused by us (e.g. due to late submission of the necessary documents by the order party or unloading date change by the consigner, storage charges and demurrage in a port caused by a temporary lack of port or railway capacity, detention, customs related or vis major additional costs, etc.)
- An export container conveyance fee or a fee for the LCL consignments for the purposes of Verified Gross Mass declaration (according to SOLAS regulation).

## Further quotation terms and conditions:

- Time available for FCL consignment loading/unloading is 4 hours, when exceeded, a fee will be charged in compliance with the corresponding carrier's price rates.
- Time available for LCL consignment loading/unloading is 1 hour, when exceeded, a fee will be charged in compliance with the corresponding carrier's price rates (no less than 20 euros for each hour or part thereof).

- Should the consigner loading or consignee unloading order be cancelled, the information has to be sent within 24 hours prior to starting the transport (considering workdays). You will be invoiced the possible incurred costs related to late freight cancellation.
- Possible cancellation of filing the container to a ship has to be reported at least 10 days before the scheduled departure date (ETD), otherwise you will be invoiced the possible incurred costs related to the late cancellation.
- The goods have to be packed appropriately to the kind of freight and goods (according to ISPM 15 rules).
- We offer transit customs clearance (T1, TCP etc.) for consignments of total worth up to 500,000 euros per consignment. For consignments of higher worth of the goods, it is necessary to calculate customs clearance separately.
- Goods special features, like high price (above 200,000 euros per consignment), hazardous goods, personal belongings/chattel, vehicles, living animals, plants, perishable goods (e.g. food), goods designated for exhibitions and trade fairs, works of art, weapons, etc. have to be stated by the order party in the transport order. We reserve the right to turn down such a freight order without any compensation.
- With export consignments, the consigner/order party must state the real and correct gross weight of the consignment for VGM SOLAS purposes immediately after lading the consignment at the dispatching point on a standardised Czechoslovak Ocean Shipping form.
- Otherwise, the consignment will be transported by the carrier at the standard price rate charged to the consigner/order party.
- The quotation/offer is subject to the consignment acceptance for specific given shipping and thus may be re-booked based on the shipowner's decision.
- Czechoslovak Ocean Shipping is not liable for any possible additional costs related to the shipping date/time change.
- If the real packaging, size, and/or weight of the consignment differ from the original carrier's assignment, the shipowner reserves the right to cancel the booking, even if already confirmed, and not to lade the consignment without any refund (furthermore, the carrier may be charged the additional costs – futile journey, storage, cancellation fee etc.).
- To accept an oversize consignment onboard, the carrier must present the certificate of correct lading and anchoring of the goods in a sea container when requested (called "Lashing Certificate") according to the CTU regulations in force.
- Outer fastening components (corners, locks) of a sea container must always be fully accessible so that correct container anchoring on the transport means can be ensured (especially with oversize freight).
- Positioning the container onboard/in the underdeck is up to the shipowner's decision.
- It is the consigner who is responsible for proper consignment packing and fastening in the sea container. If the carrier requires further packing/covering of the goods with a tarpaulin – particularly for consignments loaded in special kinds of containers (Flat Rack, Open Top, etc.), it is necessary to specifically demand this service (while related costs are not included in the quotation, unless stated otherwise).

**Terms of payment:**

- The freight payment will be made based on the invoice issued with the due date two weeks after the issue day, unless contracted otherwise, individually.
- With the first freight carried out, we reserve the right to require advance freight payment.

- If invoicing in a currency different from the quotation is required, the final price will be calculated based on monthly accounting exchange rate as stated by the Czech National Bank (on the first workday of the month) in effect on the invoice issue day (if the invoice is revised, on the revised invoice issue day).
- Legal relations between the contractors regarding providing freight with possible mediating or carrying out related tasks are subject to the Czech legislation in force, especially the provisions §2471 to §2482 Act No. 89/2012 of the Civil Code, as amended (hereafter referred to as "Civil Code" only) as well as in accordance with provisions of §1751, art. 3 of the Civil Code, General Forwarding Terms of Transport, Forwarding and Logistics of the Czech Republic, version 2014, which are publicly accessible on the website <https://www.svazspedice.cz> and which become part of thus concluded forwarding contract. The governing regulation for the contractual relations in sea transport are the Hague-Visby Rules (as amended).
- Accepting this freight-provision quotation, the customer acknowledges their agreement with the above-mentioned, thus entering into contractual stipulation.