

General Terms & Conditions

- The rates provided are based on the information provided by the client during the quoting process, and any variations to this information at the time of booking may result in a change to the rates offered. Once the client confirms the booking, the Booking Confirmation Terms and Conditions will also apply
- Rates are subject to equipment and space availability, load-ability and acceptance by the carrier.
- Rates provided are valid for standard cargo and not applicable for non-containerized goods and/or dangerous good. Special conditions apply to flexi tanks, refrigerated goods, dangerous goods and valuable goods.
- Special equipment is quoted based on in-gauge cargo unless specified otherwise.
- Rates offered in any currency other than AED are subject to exchange rates VATOS (Valid at time of shipment)
- Any extra service offered other than mentioned above will be charged separately.
- All relevant documents (i.e. commercial invoice, packing list and Bill of Lading instruction) must be handed over at time of booking to ensure all custom formalities and cut-offs are met. Vuxx Shipping will not be liable for delays caused by incomplete or incorrect documentation.
- Since Vuxx Shipping liability is limited according to the Hague-Visby Rules and US COGSA duly incorporated into the Bill of Lading terms and conditions, we strongly recommend obtaining marine insurance.
- Any surcharge fee will be billed at actual charge, such as but not limited to: cargo inspection, container cleaning, security surcharge, courier fees, fuel surcharge, certificate of origin, storage, labor, legalization, customs duty.
- Vuxx Shipping does never guarantee shipment dates nor arrival times.
- Vuxx Shipping liability for loss of and/or damage to goods is governed by the relevant Bill of Lading terms and conditions duly issued for each specific shipment and which terms are fully applicable herein, and which can be accessible at [Terms transport – Vuxx Shipping](#).
- The shipper warrants payment of all charges related to the transport and/or storage of goods, should the consignee not take receipt of the goods at destination.
- This quotation is valid for 15 days unless otherwise stated in writing.

Booking Confirmation (To include in Booking Confirmation)

General

- This booking confirmation is issued subject to all the terms and conditions of Vuxx Shipping regular form of bill of lading (a copy of which is available at our website at [Terms transport – Vuxx Shipping](#)). In tendering the Goods to Vuxx Shipping for the shipment (irrespective if a bill of lading is issued or not), the Shipper/merchant, acting for his own account as well as for and on behalf of the

shipper or the Consignee and of the Holder of the Bill of Lading, expressly accepts and agrees to all the terms and conditions herein mentioned.

- The date of shipment, the carrying vessel and the schedule are not guaranteed and are always subject to changes.
- Vuxx Shipping relies in its confirmation upon information furnished by the Shipper/merchant to be accurate. If there are any changes to this information, the Shipper/merchant must promptly inform Vuxx Shipping of these changes in writing
- Operations such as lifting, stowage, drayage and customs declaration of containers are based on the description of the nature, quantity, measurement and weight declared by the Shipper/merchant. The Shipper/merchant shall be liable for any damage, loss, expense and fines incurred by Vuxx Shipping or its agents due to incompleteness or incorrectness of such declaration.
- There are cargoes that require special prior approval from Vuxx Shipping for booking, including, but not exclusively limited to, high value goods, liquids in a flex tank, hazardous/dangerous goods, military cargoes, non-containerized, out of gauge and break-bulk cargoes. The full list of such special cargoes is available by contacting Vuxx Shipping or local agent. The Shipper/Merchant must inform Vuxx Shipping before the issuance of this booking confirmation that they intend to ship such cargo, with written details of the cargo. This confirmation is subject to the provision of accurate and complete information and compliance with any other necessary procedures specified by Vuxx Shipping.
- Shipper/Merchant warrants that he shall fulfill the requirements of SOLAS regulations and the IMO guidelines regarding the Verified Gross Mass (VGM) of container carrying cargo. See at <https://www.imo.org/en/OurWork/Safety/Pages/Verification-of-the-gross-mass.aspx> .
- In accordance with SOLAS regulations and IMO guidelines regarding the VGM (verified gross mass), any expenses incurred because the VGM was submitted late or was not submitted at all will be charged back to the merchant/shipper with an additional administration fee.
- The Merchant/Shipper warrants that the Goods are lawful and warrants that all information provided in relation to the goods is complete and accurate. The Merchant/Shipper will indemnify and hold harmless Vuxx Shipping for the consequences of any misdeclaration of cargo. Without prejudice to any other rights and defenses available in the Bill of Lading in case of any failure of the Shipper to comply, the Carrier shall be entitled to charge an amount of USD 5.000 as operational fees in addition to a penalty of USD 5.000 per dangerous container and USD 5.000 per non dangerous container mis declared. Notwithstanding the above, the Merchant/Shipper will be kept liable for all direct and indirect costs, expenses, penalties and fees arising out of the aforementioned misdeclaration.
- The goods transported must comply with the laws, regulations, and directives governing exports and imports, as determined on the date of shipment. The Merchant/Shipper and Consignee must comply with all applicable rules, regulations, and directions related to exports and imports. Failure to comply with these requirements may result in the Carrier seeking compensation from the Shipper itself or on behalf of Consignee for any costs, expenses, fines, liabilities, claims, losses, damages, or penalties resulting from non-compliance
- Receipt of booking confirmation shall not be interpreted as a confirmation of acceptance of Hazardous or Dangerous cargo. Such cargo shall only be accepted subject to receipt of a correct and complete and signed Multimodal Dangerous Goods Forms by Shipper. Carrier shall notify that such hazardous or dangerous cargo as described in the provided Multimodal Dangerous Goods

Forms has been accepted by the Vessel Operator for the specific booking. Any costs, expenses, fines, liabilities, claim, loss or damage and penalties associated with cargo presented for shipment without such written acceptance and / or signed Multimodal Dangerous Goods Forms shall be for cargo interests' account

- If this shipment has been booked on a "freight collect" basis Shipper will be responsible for the payment of all freight and charges payable by the receiver and shall proceed with the full payment of all outstanding freight and charges, should they remain unpaid for more than three consecutive days after discharge.
- The Carrier retains the right to refuse or terminate any booking that it suspects involves sanctioned entities or violates any Sanctions, at any time. If the cargo has already been loaded, the Carrier may discharge it at any location and time that it deems appropriate, in accordance with the Carrier's Bill of Lading terms.

Dangerous Goods

- The Merchant/Shipper agrees to obtain prior approval from Vuxx Shipping before shipping Dangerous Goods (which are goods which are or may become dangerous, inflammable or damaging, including radio-active materials, or which are or may become liable to damage any property whatsoever). The Merchant/Shipper must provide Vuxx Shipping with written details of the dangerous goods in the format of the Multimodal Dangerous Goods Form, which he warrants to be accurate and complete, and warrants that all relevant legal requirements and recommendations, including those of, but not limited to, the International Maritime Organization, are complied with at the port of loading, discharge, and any intermediate scheduled port of call, as well as in the country where the Vessel is registered. These legal requirements include but are not limited to regulations on the marking the container as well as the goods inside so as to indicate the nature and characteristics of these goods. Whether or not the Merchant/Shipper was aware of the nature of the goods, he shall indemnify Vuxx Shipping against all claims, losses, damages or expenses arising out of the tendering or carriage of such goods.
- Vehicle(s) and equipment powered by internal combustion engines, fuel cells or batteries (equipment) are considered as Dangerous Goods as per International Maritime Dangerous Goods (IMDG) Code and merchant/shipper warrants to comply with the code.

Valuable Goods

- The Shipper is requested to notify Vuxx Shipping prior to booking, that the goods are valued over USD 2500 (or the equivalent in the currency in which the declared value is expressed) per unit, piece or package, in order to enable Vuxx Shipping to evaluate the risk of the carriage.
- Unless the Shipper has provided a written declaration of the true nature and value of the goods before Vuxx Shipping takes possession of them, and this information is included in the bill of lading with full ad valorem freight paid, Vuxx Shipping does not relinquish its right to limit liability as per the bill of lading terms.

- In any event, no liability will be accepted by Vuxx Shipping for any loss of or damage to special cargoes such as cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments, and including goods having particular value only for the Shipper/cargo owner (such as used household furniture), unless the true nature and value of goods have been declared in writing by the Shipper before receipt of the goods by Vuxx Shipping and special arrangement has been made with Vuxx Shipping for acceptance of such goods (including additional freight that may need to be prepaid to cover additional special insurance cover for Vuxx Shipping).

Flexi tank

- If the goods are to be shipped using flexi tank or similar packaging systems for liquids, the Shipper must provide written notification of this fact before booking, along with a full and accurate description of the goods, including whether they are bulk liquids and the necessary certifications are provided. The Shipper agrees to comply with the Container Owners Association (COA) "Recommended Code of Practice for the Manufacture of flexi tanks and Operation of flexi tank/Container Combinations" and the flexi tank manufacturer's guidelines for stowage, handling and maintenance of the flexi tank(s). Furthermore, the flexi tank design must meet the Flexi tank Test Criteria, and only 20' dry van containers shall be used, with a maximum of one flexi tank stuffed in each container

Refrigerated Goods

- With regard to refrigerated shipments, the merchant/Shipper is referred to the specific terms in Vuxx Shipping standard form of bill of lading. The Merchant/Shipper agrees and undertakes that he is responsible for setting the proper temperature and ventilation openings of the containers, and for correct stuffing the goods into the container when same are in adequate temperature (after pre-cooling or any other required adjustment) for carriage in the temperature instructed by the Shipper, and operating the gen-set.

Non-containerized Goods

- Unless specifically otherwise agreed, Terminal Handling Charges will not be included in the freight for non-containerized cargo and these will be charged separately either by Vuxx Shipping, either by the terminal to the Consignee, with joint liability for same by the Shipper/Merchant.

Compliance with Regulations, Rules and Sanctions

- The Shipper/Merchant guarantees and warrant to verify, comply with, observe and fulfill all the formalities, charges, declarations, and other requirements related to any applicable law, convention, regulations, and directives of any government or authority, including customs or port authorities, to which their shipment is or may be subject for delivery.
- Vuxx Shipping shall not be obligated to execute carriage under this booking in the event that, inter alia, the Shipper does not comply with applicable Customs regulations and/or where a “Do Not Load” instruction is received from Customs or other Government Authorities. Without derogating from the generality of this provision, the Shipper warrants to specifically comply with the applicable US / Canadian / Chinese Customs/ EU regulations.
- Without detracting from the general meaning of the above provisions, the Shipper assures to comply specifically with the relevant sanctions imposed by the US/EU/UN. Additionally, the Shipper declares and guarantees that none of the parties or cargoes involved in the Booking are included in a list of sanctioned entities or goods. The Shipper warrants that Vuxx Shipping will not be in breach of any such sanctions by entering into contract with him or by carrying goods tendered by him.

Freight, Demurrage and Charges

- The merchant/Shipper agrees to be liable for all demurrage, detention, storage and per diem charges that may arise due to delay/abandonment of shipment not attributable to Vuxx Shipping, and that Vuxx Shipping is entitled to have a lien against the cargo for such charges.
- The merchant/Shipper also agrees that Vuxx Shipping has a contractual and maritime lien against cargo for nonpayment or insufficient payment of freight and other charges, and that the lien extends to other or subsequent shipments of the Shipper, regardless of whether they are carried under the same bill of lading or not.

Containers, Stuffing of the Goods and Seals

- Containers shall be considered the property of Vuxx Shipping unless expressly acknowledged otherwise by Vuxx Shipping
- The merchant/Shipper is responsible for returning at his risk and expense the empty container(s) in sound condition with the interior brushed and clean and odor free.
- The merchant/Shipper and any person acting on its behalf shall indemnify the Vuxx Shipping for all loss of and/or damage and/or delay to such Containers including any demurrage, detention, charges, costs, expenses, (including but not limited to legal fees), liabilities, losses and/or damage resulting there from.
- By stuffing and delivering the container to Vuxx Shipping for transport, the Merchant/Shipper confirms that the container is dry, clean, intact, and has no holes, and is fit and suitable for the intended carriage of cargo

- The Shipper certifies and warrants that the seal(s) it uses to secure the container is a high security bottle seal meeting ISO PAS 17712 requirements (which can be purchased from Vuxx Shipping upon request). The Shipper shall be responsible for any consequences resulting from failure to comply with this requirement. The Shipper/merchant acknowledges in cases where more than one seal is attached to the container, only one seal number is customarily logged during transport.

Merchant Haulage

- Pre/or on-carriage of cargo through third parties, either before or after carriage by Vuxx Shipping (or any carrier contracted with Vuxx Shipping), shall be at the Shipper's/merchant full risk and responsibility. By accepting the container(s) (and any other equipment) for the pre/ or on-carriage the Shipper irrevocably confirms that the container(s) (and any other equipment) is (are) in good order and condition, fitted for the purposes of the pre/ or on-carriage. The Shipper/merchant shall be responsible for the condition and operation of the equipment and shall hold Vuxx Shipping harmless from any liability to the cargo, and from any losses or costs, or any damage caused to the container(s) and Vuxx Shipping's equipment before or after carriage by Vuxx Shipping.

On Deck Carriage

- Goods on flat racks or non-containerized breakbulk, may be carried on deck or under deck, at the sole discretion of the carrier, without notice to the merchant/Shipper. Should the Shipper request any special stowage, the same must be submitted by written notice before the vessel's arrival, and shall be subject to carrier's approval and discretion. In the case such goods are carried on deck, the carriage shall be at Merchant's risk and responsibility.

Unclaimed Cargo

- The Shipper/Merchant guarantees and agrees to take delivery of the goods immediately upon the conclusion/fulfillment of the carriage, and acknowledges that the Shipper/Merchant will be responsible for any and all damage, losses, expenses, charges (including, but not limited to, detention, demurrage, storage, or legal fees), and other charges resulting from any delay in releasing or taking delivery of the goods or abandoning them.
- If the goods are not taken within a reasonable time but in any event not exceeding thirty (30) days, or even seven (7) days in the case of refrigerated containers, or whenever in the Carrier's opinion the goods cannot be delivered because they are insufficiently or incorrectly addressed or the goods are likely to become deteriorated, or worthless, or incur charges in excess of their value, the Carrier (or his servants or agents) may, at its discretion, without prejudice to any other rights it may have against the Shipper and without any responsibility attaching to it, break the seal and strip the container and/or sell, abandon or otherwise dispose of such goods.