



## Standard Trading Conditions between iContainers USA Inc. OTI N025028NF and customer

### 1. Scope

These Conditions define the contractual status of iContainers USA, INC an ocean freight forwarding company and/or a nonvessel operating common carrier and the customer with regard to liability, warranty, exceptions, liability limitation, charges and the time bar. iContainers USA inc is a bonded OTI with N0225028NF and fulfils all regulations. The name of the ocean freight forwarding and/or nonvessel operating company will be disclosed on shipping documents and will act as the Principal.

### 2. Definitions

In These Conditions, the following words and expressions have the following meanings unless and except as otherwise specifically defined:

- 2.1 **"Company"** means **iContainers USA Inc.** hereinafter referred to as iContainers and its branch offices registered in **US** under FMC license N0225028NF filed in their industry administrations agency directly or indirectly through its principals who are issuing B/L and complying with all FMC rules for international freight forwarding, logistics and other services with origin or destination US. iContainers undertakes to submit on behalf of the customer to organize sea freight or airfreight transport in FOB or CFR conditions depending on customer's online orders including when required trucking, customs brokerage, insurance and international freight. If different conditions after iContainers' principal's approval please review item 10
- 2.2 **"Customer"** means any legal entity or natural person having a contract with the Company, accepting the service provided by the Company and enjoying rights and undertaking obligations according to the contract, or any legal entity or natural person having an interest in the contract, including but not limited to owner, consignor, shipper, consignee of the goods or their agents. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of service to all such agents or representatives
- 2.3 **"Instructions" and documentations** means statements of the Customer's specific requirements and includes the instructions specified on the website as Shippers' Instructions and/or on the front of the Company's form of transport document (including the Company's house bill of lading) that will be completed under customers' responsibility.
- 2.4 **"Owner"** means the owner of the goods (including any containers or equipment other than those provided by the Company or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them and includes the consignee named on the front of the Shippers' Instructions and/or on the front of the Company's form of transport document (including the Company's house bill of lading).
- 2.5 **"Goods"** includes goods, wares, merchandise and articles of every kind whatever; and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Company.
- 2.6 **"Dangerous Goods"** means the goods classified as dangerous goods under international conventions or domestic laws and the goods that are likely to become dangerous, flammable, radioactive, noxious or damaging. Those shipments are not currently available through the website and iContainers does not allow any customer to book hazardous and perishable goods without written consent. In the case that iContainers' principal accepts the shipment; the principal will comply with the Hazardous Material Regulations issued by the U.S. Department of Transportation 49 CFR Parts 106 when hazardous shipment is allowed.
- 2.7 **OTI** means Ocean Transportation Intermediaries as defined under United States law and includes ocean marine freight forwarders and nonvessel operating common carriers.

- 2.8 **Third Parties: all parties involved directly or indirectly** include, but are not limited to, the following: “carriers, truckmen, cartmen, lightermen, forwarders, OTIs, insurers, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise”.
- 2.9 **Unacceptable goods:** Shipper agrees that its Shipment is acceptable for transportation but it is deemed unacceptable if:
- 2.9.1 it is classified as hazardous, dangerous goods, prohibited or restricted articles by US and international law any applicable government department or other relevant organization;
  - 2.9.2 it contains counterfeit goods, animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones; real or imitation firearms, parts thereof, weapons, explosives and ammunition; human remains, pornography or illegal narcotics/drugs),
  - 2.9.3 it contains any other item which iContainers decides cannot be carried safely or legally, or its packaging is defective.
  - 2.9.4 no customs declaration is made when required by applicable US customs
  - 2.9.5 It is not accepted by the carrier or any party involved due to the commodity, or the weight is excluded as mentioned in the website or prior booking acceptance.

### 3. Application of these Conditions

- 3.1 All business undertaken by the Company and Company's transactions are subject to these Conditions which shall be incorporated in and to be an integral part of any agreement between the Company and the Customer. These Standard Trading Conditions may be modified by agreement in writing by the Company as amendment of this contract when required and approved by iContainers principals. Where the clauses of the agreement between the Company and the Customer or the clauses of the transport documents issued by iContainers or other party by the Company, which include but are not limited to airway bill, seaway bill and multi-modal bill of lading issued by the Company's Principal listing the Principal as the carrier are contrary to these Conditions, the clauses of the agreement or the bills shall prevail.
- 3.2 Once iContainers acts as an NVOCC the following conditions of the HBL applies: [http://static.icontainers.com/docs/us/iContainers\\_USA\\_inc\\_Bill\\_of\\_Lading\\_conditions.pdf](http://static.icontainers.com/docs/us/iContainers_USA_inc_Bill_of_Lading_conditions.pdf)
- 3.3 Once iContainers acts as Freight forwarding the following conditions applies. [http://static.icontainers.com/docs/us/iContainers\\_USA\\_inc\\_Ocean\\_freight\\_forwarder\\_conditions.pdf](http://static.icontainers.com/docs/us/iContainers_USA_inc_Ocean_freight_forwarder_conditions.pdf)
- 3.4 If shipment is an airfreight shipment iContainers does not act as an IATA carrier. It is an agent for a disclosed principal whose name will be revealed on bills of lading or Airway Bill and other documents. For airfreight shipments review also [http://static.icontainers.com/docs/us/air\\_transport\\_conditions\\_us.pdf](http://static.icontainers.com/docs/us/air_transport_conditions_us.pdf)
- 3.5 All and any advice, information or services provided by the Company are provided on the basis that the Company will not accept any liability whatsoever therefore. Booking acceptance from iContainers will be done from 1 to 48 hours after online booking and all the information related with *Trucking schedule, Sailing Schedule, transit time and arrival date are not guaranteed and subject to change with or without notice from carriers anytime. Rates will be confirmed but all extra charges or delays produced by customer or by carriers will be under customer's expenses. Carriers have last call to accept the shipment depending on their current availability and their current policies.*
- 3.6 No omission or delay on the part of the Company in exercising its rights shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any such right preclude the further or other exercises thereof or the exercise of any other right which it has. The rights and remedies of the Company provided in these Conditions shall be cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 3.7 Each of the provisions of these Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

#### **4. Contractual Status of the Customer and the Company**

The Customer entering into any transaction or business with the Company hereby expressly warrants to the Company that the Customer is either the Owner or the authorized agent of the Owner and that it is accepting these Conditions. Where the Customer acts as the agent of the Owner, the Customer also accepts such liability to the Company that in respect of such transaction or business the Company is entitled to enforce its rights against the Customer and the Owner jointly and severally.

The person entitled from Customer to organize and book transport and all its related activities is responsible to have the power to entitle on behalf of its company or third person who represents. All the extra expenses, claims, incidents or misleading information will be customers' responsibility to be communicated to the people who may be considered important to know such incidences in to its organization.

#### **5. Obligations of the Customer**

- 5.1 The Customer warrants that it has taken all the sufficient and effective measures to have a full understanding of the contents of the agreement with the Company and of the documents issued by the Company for the Customer at the time of concluding or accepting such agreement or documents.
- 5.2 The Customer warrants that each and every one of the Instructions given to the Company is lawful, valid and performable.
- 5.3 The Customer warrants that the presentations it made to the Company concerning the goods are sufficient and correct.
- 5.4 Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- 5.5 In preparing and submitting customs entries, export declarations, applications, security filings, and other required data/procedures, the Company relies on the correctness of all documentation, whether in writing or electronic format, and all information furnished by Customer, Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export, or enter the goods.
- 5.6 The Customer warrants that the packing and marks of the Goods met the requirement of carriage. The Customer shall comply with the special requirements demanded by the Company at the time of receiving the goods according to the nature of the goods and the special conditions of the voyage.
- 5.7 Except under special arrangements previously made in writing, the Customer warrants that the goods are not the dangerous goods as defined under binding documents such as laws, regulations, international conventions, nor are other goods likely to cause damage. Should the Customer nevertheless deliver any such goods to the Company or cause the Company to accept or handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all expenses, losses, damages whatsoever caused, fines and claims in connection with the goods howsoever arising. The Company or other persons in actual control of the goods has the right to decide whether the goods are dangerous goods without notice to the Customer and shall be entitled to destroy or otherwise dispose of the goods at the risk and expenses of the Customer.
- 5.8 The Customer shall not ask the Company to stop carriage, return the goods, change the place of destination, or deliver the goods to other consignee or dissolve the contract unless, before the Company's principal delivers the goods to the consignee, the Customer returns all bills or transport documents previously issued by the



Company and shall compensate the Company for all the losses caused to the company.

## **6. Rights and Obligations of the Company**

### **(I) General provisions**

- 6.1 Unless otherwise previously agreed to in writing, the Company is authorized to enter into contract on its own behalf or on behalf of the Customer for the following matters, without notice to the Customer:
- (1) selecting the carrier, mode and route of transport for the goods;
  - (2) selecting whether to containerize the goods or not and whether to carry the goods on deck or not;
  - (3) for the storage, packing, unpacking, transshipping or otherwise handling of the goods;
  - (4) other arrangements in pursuance to the Instructions of the Customer or as deemed necessary by the Company.
- 6.2 The Company is authorized (but is not obliged) to depart or deviate from the Customer's Instructions in any respect if in the opinion of the Company such departure or deviation is necessary or desirable in the Customer's interests. The Company shall at any time comply with the instruction or orders of the governmental departments and the Company's responsibility for the Goods shall cease at the time of delivery or otherwise handling of the goods as per the above instructions and orders.
- 6.3 The Company is authorized by the Customer to act and the Company is not required, unless specifically requested by the Customer in writing, to inform the Customer of details of acts taken by the Company.
- 6.4 At any time when the Company deems that impediment, risks, delay or disadvantage is or likely to be affecting its performance of the obligations and the Company does not have reasonable methods to avoid the same, the Company may terminate the performance of obligations by giving a written notice to the Customer. The company may hand over all or part of the goods to the Customer for control at any place/moment the Company deems convenient and the Company's responsibility for the Goods shall cease till then. The Customer shall, upon request, pay the expenses additionally incurred by the Company for carrying, delivering and storing the goods at the above place and other relevant expenses.
- 6.5 If delivery of the goods or any part thereof is not taken by the Customer at the time and place notified by the Company, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon any liability which the Company may have in respect of the goods or that part thereof stored as aforesaid shall wholly cease.
- 6.6 The Company's Principal is entitled (but not obliged) to sell or dispose of all or part of the Goods at the sole risk and expense of the Customer under any of the following circumstances:
- (1) The Company has given a written 21-day notice to the Customer when the Company at its sole discretion deems that all the Goods cannot be delivered as instructed;
  - (2) The Goods have perished or deteriorated or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to other persons or properties.

### **7. Special provisions concerning containerized transport**

- 7.1 Where containers are not stuffed or sealed by the Company's principal, the Company's principal shall not be liable for the loss of and damage to the content in the containers resulting from one or more of the following circumstances:
1. Mode of stuffing, packing, loading, stowage or sealing;
  2. Unfitness of the goods for containerized transport, unless the Company expressly requires the goods to be carried in containers;
  3. Un-cargo-worthiness of the containers unless the containers are supplied by the Company or on its behalf. Even if the containers are supplied by the Company, if the un-cargo-worthiness of the containers is the result of the failure of the Customer to make presentation of the special nature of the goods, the Company shall not be liable.

- 7.2 The Customer shall hold the Company and its principal harmless from any circumstance under 7.1 and shall indemnify the Company for any loss caused. It is understood that the Company is the agent for a disclosed principal.

## **8. Warranties**

- 8.1 The Customer shall hold harmless and indemnify the Company and its principal from and against all claims, liabilities, losses, damages, costs and expenses (including among others without limitation all duties, taxes, imposts, levies, deposits, fines and outlays of whatsoever nature levied by any authority) arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation by the Customer, or arising from the Customer's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of the Customer or Owner.
- 8.2 Advice and information, in whatever form as may be given by the Company, are provided by the Company for the Customer only and the Customer shall save harmless and indemnify the Company from and against all claims, liabilities, losses, damages, costs and expenses arising out of any other person relying on such advice or information.
- 8.3 The Customer undertakes that any officer, servant, agent or sub-contractor of the Company shall have the benefit of all exceptions and liability limitations herein benefiting the Company.
- 8.4 The Customer shall defend, indemnify and hold harmless the Company and its principal from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions.
- 8.5 The Customer shall defend, indemnify and hold harmless the Company and its principal in respect of any general average or any claims of a general average nature that may be made on the Company and the Customer shall provide such security as may be required by the Company in this connection.
- 8.6 After the Company' principal agrees to accept dangerous goods for carriage, if the goods in the opinion of the Company constitute a risk to other goods, property, life or health, or by the restriction of some laws, the carriage or discharge of such goods may cause the arrest of the goods, other property or persons, the Company may destroy or otherwise deal with the goods without notice, at the risk and expenses of the Customer or the Owner and without any liability to the Company.
- 8.7 The Customer shall be liable for any loss, pollution, contamination, delay, demurrage, or loss of and damage to the property (including but not limited to containers) of the Company or others and the ship directly or indirectly caused by the Customer, Owner and their servants, agents and representative before, in the course or after the carriage.

## **9. Charges**

- 9.1 The Company's Principal is entitled to charge on gross weight or volume weight. Further details relating to the computation of freight charges will be provided to the Customer upon request. Tariffs are filled. Copies of the relevant provisions of the applicable Tariff or Tariffs are obtainable from the Carrier, Federal Maritime Commission or other regulatory body upon request. For further information contact [infousa@icontainers.com](mailto:infousa@icontainers.com)
- 9.2 Pricing is based on the information supplied by the booking. Rates including inland freight are based on legal weight and in-gauge dimensions and are subject to availability of equipment and scheduling. RATES ARE SUBJECT TO CHANGE IF THE COMMODITY, LOCATION, WEIGHTAND/OR DIMENSIONS OFFERED AT THE TIME of booking. The company diligently attempts to anticipate all expenses; however, any out-of-pocket expenses will be communicated to customer and at your account.
- 9.3 Demurrage and per-diem when applicable will be billed according to the steamship line's and/or tariff.



- 9.4 All charges must be paid by Customer in advance unless the Company and/or Principal agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company. iContainers has a full refund policy following its rules and its partners' policy.
- 9.5 The Customer shall pay to the Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim or set-off.
- 9.6 When the Company is instructed to collect freight, duties, fees, charges or other expenses from any person other than the Customer and encounters difficulty in collecting, the Customer shall unconditionally forthwith pay the same plus all the expenses generated in order to collect the cash.
- 9.7 On all amounts overdue to the Company, the Company shall be entitled to interest calculated on a daily basis from the date such accounts are overdue until payment thereof at 0.4% per day during the period that such amounts are overdue.
- 9.8 Quotations are given on the basis of immediate acceptance by the Customer. Notwithstanding acceptance of the quotations by the Customer, the Company shall be at liberty to revise quotations or charges in the event of changes of state polices and market in currency exchange, rates of freight, insurance premiums or any charges applicable to the goods.
- 9.9 All the expenses generated by wrong information, wrong documentation, wrong weight or volume or other errors made by customer will be paid by customer to the company. In case of differences from customers' information and subcontractors' information the last will prevail. Customer could ask formally to review this information and company shall demonstrate through subcontractors information all those extra charges due to errors or omissions made by customer.
- 9.10 Palletization: if the cargo needs to be palletized the cost will be 65usd. IF the cargo needs to be wrapped and packaged other charges may apply depending on the warehouse and conditions sold to the customer.
- 9.11 Import additional fees:
  - 9.11.1 A 72 hours vessel departure customer has to declare ISF 10+2. Penalties or misdeclarations will be under customer's responsibility. iContainers will be in charge of doing ISF 10+2 only under customer's approval and if it previously holds all documentation before vessel's departure.. Under other circumstances, iContainers' written management approval will be required
  - 9.11.2 Duties ss per customs Tariff/regualtions
  - 9.11.3 US customs does random inspections and VACIS exam to all goods entering into the US. All charges generated in ports, terminals, warehouses or customs fee will be paid by customer
- 9.12 Trucking:
  - 9.12.1 When shipments placed through iContainers as agent involving trucking, the delivery and/or pick up of the merchandise, the subcontracted company is only in charge of transporting the good from the point to point defined by the online booking. In any case, the truck company is not responsible to stuff and load the container, truck or any other medium of transport because this is under customer's responsibility. All expenses generated including expenses for any unexpected change on the Estimated Pick up/delivery hours and data with third parties not included on this contract are under clients' expense.
  - 9.12.2 Customer shall be liable for any losses and damage to the goods caused by insufficient or inadequate stowage in the interior of the container, platforms, trailers, pallets or other conveyances, in the event that the loading has been undertaken by customer or on his behalf.
  - 9.12.3 Schedule: Customer may not impose any accessorial charges within this schedule, unless and until mutual agreement is reached and this list of rules have been amended to reflect that agreement. All expenses with third parties are under customers' expense.
  - 9.12.4 The Fuel Surcharge (FSC) will be based upon the National Average published weekly by the Department of Energy and will apply according to the FSC schedule. Any change communicated and approved by trucking companies may apply.
  - 9.12.5 Containerized cargo:

- 9.12.5.1 . ADDITIONAL CHARGES ASSOCIATED WITH OVER WEIGHT, OVER AXLE, OVER DIMENSIONAL SHIPMENTS ARE FOR THE ACCOUNT OF THE SHIPPER/BILL TO PARTY. LABOR, CRANE, PORT / RAIL HANDLING, TRANS LOADING AND ANY OTHER MISCELLANEOUS ACCESSORIAL CHARGES ARE FOR THE ACCOUNT OF SHIPPER/BILL TO PARTY. DEMURRAGE AND PER-DIEM WHEN APPLICABLE WILL BE BILLED ACCORDING TO THE TERMS OF THE SS LINE TARIFF
- 9.12.5.2 Generally the customer will have two hours free of charge except when transport is less than 10 miles then only applies 1 hour free of charge. Additional hours will be charged at 100\$. DRIVER WILL NOT ASSIST
- 9.12.5.3 Chassis fee is per day and will be charged until container is not returned to the terminal. On the web are only included 2 days. If extra days an extra charge must apply.
- 9.12.5.4 If terminal does not accept the cargo because it is closed or because shipping Earliest Return Date is later than expected entry and redelivery, the yard and chassis fee will apply to customer
- 9.12.5.5 The maximum weight by definition will be 38,500 pounds for 20' DV and 44,000 pounds for 40'DV. Extra weigh only under approval by iContainers and its subcontractors and extra charges may apply and will be paid by customer.
- 9.12.5.6 If the cargo is house hold goods, cargo should be loaded by third parties authorized compliant with US rules who will be responsible of loading, packaging and stuffing the cargo into the container. If customer decides to do it by himself he needs written consent from iContainers and all risks or potential issues will be under its own responsibility. iContainers will not be responsible of that although the company contracts in behalf of the customer to professionals and third parties. Extra hours after 2 hours free of charge (1hour if less than 10 miles) will be charged at 150\$ per hour
  - 9.12.5.6.1 Driver is not responsible for loading, counting and/or inspection of cargo.
  - 9.12.5.6.2 Loading, counting and/or inspection are the sole responsibility of the shipper.
  - 9.12.5.6.3 Customer/shipper will be responsible for any dry runs resulting from issues associated to residential load/delivery areas.
  - 9.12.5.6.4 Local laws/regulations requiring any special permits or preapproval for the loading/unloading of container is the responsibility of the shipper. Any citation or violations resulting from local municipal laws/regulations will be for the account of the shipper
  - 9.12.5.6.5 iContainers and/or the carrier are not responsible for the condition (loss and/or damage) of the cargo to be loaded/unloaded within the container.
  - 9.12.5.6.6 All pickups and deliveries will be based on live load basis only, NO Drops.
  - 9.12.5.6.7 Driver signature is for the receipt of a sealed container only (SLC).
- 9.12.6 LCL cargo
  - 9.12.6.1 Specific and correct Pick up information: customer needs to specify at the moment of the online booking the following:
    - 9.12.6.1.1 Complete and detailed Residential or business address data
    - 9.12.6.1.2 Lift gate required
    - 9.12.6.1.3 Slot schedule fixed
    - 9.12.6.1.4 Other information that will help to trucking companies to not have extra charges.If some information is missing, Customer will pay all the extra charges if all those should be requested online and all extra charges will be paid by customer
  - 9.12.6.2 On-time goal for LTL service based on Carrier's published transit times is 95% on-time.
  - 9.12.6.3 Saturday, Sunday or holiday pick-up and Delivery: \$155.00 per man hour and \$300 Minimum Charge per man
  - 9.12.6.4 Shipments originating at or destined to exhibition sites will be subject to a flat fee of \$150.00 per shipment. Charges are in addition to all other applicable rates and charges from and to points specified in this item.
  - 9.12.6.5 Limited Access Locations – Construction, Utility, Prison, Mine Sites, Churches, Schools, Military and government secure facilities will have an additional charge to be determined in any case

- 9.12.6.6 Storage charges: Freight that cannot be delivered because of the consignee's refusal or inability to accept it will be subject to applicable storage or detention charges. Storage charges on qualifying shipments will be: \$2.75/cwt per day subject to a minimum charge per day of \$25.05; \$44.10 minimum per shipment; \$155 maximum charge per day.
- 9.12.6.7 Redelivery: There will be no charge for redelivery where such need is due to Carrier failure to schedule an appointment where such appointment is necessary. The charge for each redelivery is \$2.00 per cwt with a minimum charge of \$35.00 per shipment and a maximum charge of \$250.00 per shipment.
- 9.12.6.8 Re-consignment: All requests for re-consignment / diversion must be made in writing and all charges applicable to the shipment must be guaranteed. The charge for change in documentation will be \$65.00 per shipment
- 9.12.6.9 Liftgate Charges: When requested by the shipper, as noted on the Bill of Lading, the Carrier will provide a lift gate service at the consignee. The lift gate charge will be \$55.
- 9.12.6.10 Weight – Verification / Reweigh: No fee will apply to inspection and reweigh service, but when inspection /reweigh confirms additional weight, additional charges will apply only if the corrected weight is provided within 24 hours of the time of pick-up.
- 9.12.6.11 Hazardous Materials Charge: Carrier will comply with the Hazardous Material Regulations issued by the U.S. Department of Transportation 49 CFR Parts 106 – 180. All hazardous material charges are to be waived.
- 9.12.6.12 Residential Charge: Delivery or pickup at private residences will be a flat \$75.00 per occurrence.
- 9.12.6.13 Sorting and Segregating: Shipments that require sorting and/or segregating in lots according to size, brand, flavor or other characteristics at a locations other than the premises of shipper or consignee will be subject to a charge of 90 cents per hundred pounds, subject to a minimum charge of \$50.00.
- 9.12.6.14 Cubic Capacity: Minimum Charge Cubic Capacity and Density. Any shipment which occupies 750 cubic feet or more cubic capacity, and has an average density of less than 4 pounds per cubic foot will be subject to a minimum charge as follows:
- 9.12.6.15 Cargo refusal: all carriers have the right to refuse to pick up the cargo if they consider that is not well packaged or the cargo can be damaged. Dry run fees may apply.
- 9.12.6.15.1 The class applied is 70. If there are some other classes customer will pay the difference. The applicable class 77.5 rate multiplied by the calculated weight. The calculated weight shall be determined by multiplying the cubic capacity of the shipment by 6 pounds for each cubic foot, or portion thereof
- 9.12.6.15.2 Conditions:
- 9.12.6.15.2.1 . The provisions of this item are not applicable on shipments subject to capacity load or exclusive use of vehicle provisions or on rates and charges per vehicle or trailer used.
- 9.12.6.15.2.2 The minimum charge applicable via this rule will not be greater than the charges derived from application of minimum charge capacity load.
- 9.12.6.15.2.3 The cubic capacity of the shipment will be determined by totaling the cubic feet of each packaged unit in the shipment.
- 9.12.6.15.2.4 Shipment Rating: Minimum Charge Cubic Cap./Density apply Class 77.5 multiplied by calculated weight, determined by multiplying cubic capacity by 6 lbs./cu. ft. less applicable Shipper's discount not to exceed 60%. The class applied is 70. If there are some other classes customer will pay the difference.
- 9.12.6.16 Extreme Length: Shipments containing a single article of 14 ft. to 24 ft. in length will be charged \$60 per shipment. Shipments containing a single article over 24ft will be charged \$100 per shipment.
- 9.12.6.17 Freeze protection: The charge for freeze protection will be a flat \$35.00 per shipment.
- 9.12.6.18 Fuel Surcharge: Fuel Surcharge (FSC): At Least \$1.60= 1%, At Least \$1.70= 2%, At Least \$1.80=2.5%, At Least \$1.90= 3.0%, When the U.S. National Average Fuel Index equals or exceeds \$2.00 per gallon the fuel surcharge continues to increase one half of one percentage point (0.50%) for every \$0.10 increase in fuel price. For



example when the index is \$2.00 the FSC will be 3.5%, when the index is at least \$2.10 but less than \$2.20 the FSC is 4.0%, etc.

- 9.13 Duties are not included and will be quoted case by case under customs broker assistance. Any quotation about duties is non bidding and only will be under real cost under US department of treasure.
- 9.14 All the demurrages and occupations due to customers' mistakes, customs inspections or others will be paid by customer.
- 9.15 Once the good requires special certificates, analysis or inspections due to customs regulations all the expenses generated will be paid by customer.
- 9.16 In case, the customer cancels the booking order, notification shall be made by email to [infousa@icontainers.com](mailto:infousa@icontainers.com) indicating the reason, number of bookings and the following charges may apply:
  - 9.16.1 Prior pick up or arrival customer will pay \$50 and all incurred expenses if any
  - 9.16.2 I the same day of the pick up or arrival, all incurred expenses will be paid by customer plus an extra charge of \$200
  - 9.16.3 Original documentation will be sent upon customers' request and expenses generated will be charged to customer.
- 9.17 The Company and or its principals are entitled to have a lien on all the goods and documents received for monies due from the Customer to the Company. If any such monies due to the Company are not paid within 28 days after notice has been given to the Customer that such goods or documents are being detained, or if such monies are not paid within a reasonable time when the goods detained are perishable goods, the Company is entitled to dispose of the goods and/or the documents to satisfy such indebtedness and disposal expenses. As allowable by law, the Company is also entitled to a lien o other shipments that are over 28 days old for unpaid freight.

## 10. Special conditions

- 10.1 iContainers can specify an agent at destination from its network or from carriers' network under its own agreements without notice.
- 10.2 iContainers does not handle door to door service except under Principals approval or when shipment's destination fees are included in our website such us Spain. In this case, all conditions will be under website conditions.
  - 10.2.1 iContainers US will aknowledge to the customer the expected costs at destination but all these expenses can vary under third parties or iContainers Spain when shipment is to Spain (conditions [http://static.icontainers.com/docs/transport\\_conditions\\_es.pdf](http://static.icontainers.com/docs/transport_conditions_es.pdf)).
  - 10.2.2 Costs can vary depending on measures, weight and dates. Exam fees, demurrage and other customs' fees are not included and will be charged once carrier or customs informs iContainers. All duties, excise taxes and other ancillaries are NOT included and once iContainers has been informed, the customer must pay them immediately.
  - 10.2.3 iContainers USA will charge as a deposit for all arrival charges and duties at destination. Final additional charges will be invoiced from third parties to the customer when not included in regular price.
  - 10.2.4 If any demurrage, detention or extra cost not included into the regular quotation may arise will be under client's expense at will be immediate paid to iContainers or iContainers agent.

## 11. Solas VGM Requirement

Effective July 1st 2016 SOLAS (Safety Of Life At Sea), requires that a container can only be loaded on board a vessel once accurate cargo weight has been reported to the carrier moving the container. Reporting the correct weight for Solas VGM (Verified Gross Mass) for a given shipment is the responsibility of the shipper. IContainers can offer to help obtain Verified Gross mass of the shipment on your behalf but since responsibility for accuracy remains that of shipper. IContainers accepts no responsibility for any inaccuracies in VGM Data provided to us by shippers or 3rd parties as we have to accept data as provided to us.

Shipper will have to bear any and all claims, penalties and/ or other losses caused by inaccurate VGM provided to carrier.

## 12. Exceptions of the Company

Except under special arrangements previously made, the Company and its Principal shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:

- 12.1 Acts of omissions of the Customer or its agents;
- 12.2 In pursuance of the Customer's Instructions;
- 12.3 Improper packing or marking;
- 12.4 Handling, loading, discharging and stowing of the Goods by the Customer or its representatives;
- 12.5 Inherent defect of the Goods;
- 12.6 any loss, damage, expense or claim arising from acts of nature, strike, commotion, embargo, war, piracy, ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste and radioactive, toxic, explosive or other hazardous properties;
- 12.7 Any other cause or event which the Company is unable to avoid by the exercise of due diligence.

## 13. Liability Limitation

13.1 Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services (including Services of Third Parties and/or Routes). Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

13.2 Except insofar as otherwise provided by law and regulation or other clauses of these Conditions, the Company's liability, whether arising from negligence, fault or other causes, shall not exceed the following, whichever is the least of:

- (i) 2 SDR per kilogram of the gross weight of; or
- (ii) 666.67 SDR per package or unit of

the goods or any other properties lost, damaged, misdirected, misdelivered or in respect of which a claim arises.

(Note: SDR refers to a Special Drawing Right. The SDR shall be as defined by International Monetary Fund and the value of a SDR shall be calculated as at the date when settlement is agreed or judgment <http://www.imf.org/external/np/exr/facts/sdr.htm>.)

(iii) The Company also reserves the right to assert any limitations of liability asserted by its Principals.

13.3 In the case of claims, the Company's and its principal's liability shall not exceed the amount of the Company's freight for the Goods the delivery of which has been delayed.

13.4 Further and without prejudice to the generality of the preceding provisions of this Clause 11, if the Customer declares the value of the Goods at the time the Company's principal takes over the Goods or by mutual arrangement agreed in writing, the Customer may claim in excess of the limits set out above, but the Company's liability shall in no event exceed the declared value or agreed value.

## 14. Notice

14.1 Unless notice of loss or damage is given in writing by the consignee to the Company at the time of delivery of the Goods to the consignee, such delivery shall be deemed to be prima facie evidence of the goods carried and delivered in apparent good order

and condition. Where the loss of or damage to the Goods is not apparent, the notice in writing shall be given within 7 days from the next day of the delivery of the Goods.

- 14.2 Other claims shall be made within 14 days of the date upon which the Customer became or should have become aware of the loss or damage and any claim not made shall be deemed to be waived except where the Customer can show that it was impossible for it to comply with the time limit and it has made the claim as soon as it was reasonably possible for it to do so.
- 14.3 If a bill of lading or airway bill is issued by the principal or a third party and is in conflict with this section, then the bill of lading will govern over this section.

## 15. Events at destination

If once the goods have reached their destination, being sent in CFR or CIF conditions, obstacles were to arise to prevent their delivery, the Forwarder of the importer shall request instructions from the customer.

Customer shall be responsible for any increase freight and surcharges caused by deviation, delay, warehousing, declaration of gross average, etc., and the average bond of the latter, as a consequence of among others war, epidemics, strikes, government measures, accident and Act of God.

If the consignee were to refuse to receive the goods in the place designated for this purpose, the operator may deposit them at the expense and risk of the customer, or shall put them to the use provided for the Applicable Legislation following the incoterms agreed on the shipment.

When under the customs regulations in force in the place of destination, the goods must be deposited or delivered to entities appointed by the authorities, the transport contract shall be deemed to have been fulfilled, even if the original bill of lading has not been delivered, and from the moment of the delivery of the goods become the responsibility of the Customer shall ensure the formalities regarding reserves in the delivery documents are complied with, written record of damage in the delivered goods and observance of time limits for any possible claim.

The Company and its Principal shall not be responsible for damage or loss under the control of government facilities that is customs or government controlled port authorities, warehouses and free trade zones.

**If cargo is abandoned Shipper will be responsible of all charges to destroy or move the cargo back to origin.**

## 16. Insurance

Unless requested online and contracted following the instructions and insurers acceptance as specified on the web and included below, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

All insurance arranged by the Company is subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to arrange a separate insurance on each consignment. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurers only and the Company shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer. In so far as the Company agrees to arrange insurance, the Company acts solely as the agent of the Customer using reasonable effects to arrange such insurance. The Company does not warrant or undertake any such insurance will be accepted by the insurance company or underwriters.

- 16.1 Insurance Value**  
Insurance value is calculated according to the value inserted online in iContainers platform by registered user and following the general terms and conditions included below.
- 16.2 General terms and conditions of insurance cargo:**  
[http://static.icontainers.com/docs/us/insurance\\_conditions\\_us.pdf](http://static.icontainers.com/docs/us/insurance_conditions_us.pdf)
- 16.3** For used cargo (including House Hold Goods) the insurance applies a deductible of 670 USD.
- 16.4 Claims procedure. How to make a claim:**  
[http://static.icontainers.com/docs/us/insurance\\_claims\\_en.pdf](http://static.icontainers.com/docs/us/insurance_claims_en.pdf)
- 16.5 Uninsured goods**  
Uninsured goods are transported under general conditions listed elsewhere in this agreement and in the contracts of carriage and/or forwarding agreements.

**17. No Duty To Maintain Records For Customer.**

Customer acknowledges that pursuant to Section 508 and 509 of the Tariff Act, as amended. (19 USC s 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company or its agents shall only keep such records that it is required to maintain by Statue(s) and/or Regulation(s), but not act as a “record keeper” or “record keeping agent” for customer.

**18. Obtaining Binding Rulings, Filing Protests, etc.**

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions(s), and/or protests, etc. by itself or through any of its Principals.

**19. Jurisdiction and Law**

These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject to United States Law and the Laws of the State of Florida where applicable and within the exclusive jurisdiction and venue of the Federal and State Courts in Miami-Dade County, Florida.

**20. Contract not Authored by Either Party**

This agreement is not deemed to have been authored by both the Company and the Customer and both parties have had an opportunity to review the agreement with an attorney.

**21. Attorneys' Fees**

In the event of a dispute to enforce these Conditions, whether or not a lawsuit or other proceeding is filed, the Company shall be entitled to recover from Customer its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the Company is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

**22. Void or voidable Sections**

If any part of this contract shall be declared void, it shall not render the rest of the contract void.

**23. Heading**

The headings are for informational purposes only and not a substantive part of the agreement.



**Dated:07/12/2016**

*iContainers USA Inc.*