

1979 MARCUS AVENUE - SUITE 200 LAKE SUCCESS, NEW YORK 11042

Liberty Global Logistics LLC (LGL) Booking Terms and Conditions

- 1. Shipper shall pay dead freight for any short-shipped units or cargo.
- 2. Vessel name and/or vessel schedule and/or port rotation are subject to change at any time without notice, in LGL's sole discretion.
- 3. No loose or personal effects or other items are to be shipped with vehicles or any other cargoes without declarations to LGL and written consent from LGL or its designated agents; LGL shall not be liable for loss or damage to such items. Should a unit be delivered with personal effects, LGL reserves the right not to load the unit with all applicable storage charges be for the account of the Shipper.
- 4. Additional units or cargo may be added with LGL's written approval. Rates and terms may vary from the rates and terms applicable to previously agreed units or cargo, in LGL's sole discretion.
- 5. All cargo must be in compliance with local import / export regulations. Shipper is responsible for any fees, expesse, or delay costs incurred in relation to non-compliant cargo.
- 6. Shipper shall provide shipping instructions no later than forty-eight (48) hours prior to sailing. Failure to do so may result in cargo not being loaded at no risk and expense to LGL.
- 7. All shipments shall always be subject to LGL's tariff and bill of lading terms, including "Law and Jurisdiction", which are fully incorporated herein.
- 8. LGL reserves the right to freight all cargo basis LGL's surveyor's dimensions of cargo shipped.
- 9. Shipper agrees to pay any crane fees quoted at minimum levels unless otherwise noted. Crane fees incurred over the minimum will be billed separately, and Shipper shall pay these fees at the separately quoted rates.
- 10. Trucking fees are quoted based on a per-conveyance basis (i.e., per truck / trailer unit irrespective of the number of cargo units placed thereon) unless otherwise noted. Final trucking costs will be billed separately.
- 11. For US-bound cargo: Shipper shall provide an accepted copy of the ISF filing forms forty-eight (48) hours before loading. Non-compliant shipments may be subject to delays, fines, no-load dispositions, dead freight and charges for vessel detention / damages and Shipper and/or its agents for all such costs, fines, expenses, and damages.
- 12. Shipper is responsible to provide the following information at least forty-eight (48) hours prior to the cargo being loaded on the vessel: A precise and accurate description of the cargo, cargo weight and volume, the numbers and quantities of the lowest external packaging unit, Shipper's complete name / address or identification number assigned by US Customs (if any); complete name of consignee(s), hazardous materials (or IMO goods declaration), and container and seal numbers, if any. Incorrect, insufficient, fraudulent, or delayed information provided to LGL may result in penalties, fines, and prosecution from US Customs or other authorities for which Shipper and / or its' agents will be liable.
- 13. General storage rates in ports and free time will be charged as per port tariffs unless otherwise agreed in writing.
- 14. If the unit is drivable, operating instructions and keys must be supplied and vehicle must have a maximum of ¹/₄ tank of gas/diesel in the unit.
- 15. If the unit cannot be started or is not drivable, LGL is not responsible to load unless otherwise agreed in writing.
- 16. LGL will not load any units with visible traces of leakage of oil or gas, insufficiently inflated tires, or not functional brakes.
- 17. Shipper to provide technician for loading / discharging of vehicles requiring specialized handling.
- 18. If towable / not drivable, units must have the appropriate hookup, which shall be Shipper's responsibility to provide such hookup.

Your Cargo. Delivered.



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- 19. Vessel delay, labor stand-by, and any other charges or costs resulting from cargo not being ready to load / discharge shall be for the account of Shipper / consignee, unless otherwise previously agreed in writing.
- 20. Vehicle(s) and original title(s) shall be delivered to the port of loading for U.S. Customs clearance a minimum of five (5) business days prior to vessel arrival.
- 21. Shipper shall carry out, at its sole cost, a technical and visual inspection on all vehicles/trailers/units new or used including their equipment, accessories, or loose items inside or outside, any damages or irregularities found should be noted on the dock receipt. Any failure to complete such inspection shall absolve LGL, carrier, shipowner, stevedore, and/or terminal operator (collectively their "Servants") from any liability for any alleged claim arising in connection with the shipment in question. Moreover, Shippers shall remain liable for and shall reimburse LGL or their Servants for any such claim.
- 22. All cargo on a Mafi trailer must be removed by the Consignee within 14 calendar days of being discharged otherwise storage and crane hire fees will be charged to the Consignee as per our tariff.
- 23. The customer must provide to LGL a Gas-Free Certificate at least 24-hours prior to loading any cargo containing a propane tank or being shipped with a propane tank (attached or loose) on the intended vessel. If a Gas-Free Certificate is not provided to LGL at least 24 hours prior to cargo loading, the unit will not be loaded on the vessel and all related costs and expenses shall be borne solely by the customer.
- 24. Non-running and forklift POVs will be loaded subject to vessel space and terminal capability of loading these types of vehicles. LGL is not liable for any damage, costs, or expenses arising from or related to any forklift operations for a non-runner POV.

