

Mariana Express Lines – Quotation and Booking Terms & Conditions

Carrier's Bill of Lading: All the shipments are received, accepted, carried and delivered subject to the terms and conditions on the reverse of the carrier Mariana Express Lines' Bill of Lading. A copy of these terms and conditions can be obtained from the carrier's local/agent offices and the Carrier's website at www.mariana-express.com. The terms and conditions apply immediately upon acceptance of this booking by or on behalf of the carrier. By confirmation booking to the Carrier, the Merchant acknowledges that they have read and that they accept the terms and conditions and that these terms and conditions are available to them.

Ocean Freight: The quoted ocean freight is subject to the acceptance within 14 days from the date of quote. Upon acceptance, the quote is valid for a period of 30 days unless the validity period is not stated. The quote is subject to any General Rate Increase (GRI) during the validity period.

Surcharges: The quoted ocean freight is subject to BAF, CAF, and ISPS. Special Equipment Surcharge, Out of Gauge (OOG) Surcharge and DG Surcharge will also apply where applicable. The Surcharges are subject to change. Prevailing Surcharges at the time of shipment will apply.

Local Charges: The quoted ocean freight is subject to THC, Port Service Charge (PSC), Documentation Fee, Port Security Fee (PSF), ECIR, Lift on / off. The Local Charges are subject to change. Prevailing Local Charges at the time of shipment will apply. All local charges must be settled locally prior release of B/L or D/O.

Taxes: Should the rates quoted for any service or part thereof under this quotation is GST or any equivalent national tax applicable, the payable amount of the tax will be added to the price for that service or part thereof and is payable by the merchant upon demand by agent of the carrier whether such demand is by means of invoice or otherwise.

Terms of Quotation:

- (a) Containerized Cargo: Unless different terms are specifically stated, the quoted ocean freight is offered on the basis of CY/CY terms
- (b) Breakbulk Cargo: Unless different terms are specifically stated, the quoted ocean freight is offered on the basis of Hook/Hook terms.

Quotation Rider: The quoted ocean freight rate is made upon the basis of volumes and/or dimensions and/or weights indicated by the merchant. The Carrier reserves the right to re-quote if there are any changes.

The quotations made are subject to vessel scheduling, space and equipment availability.

Sailing schedule: The sailing schedule and port rotation are subject to change with or without prior notice.

Contaminant: It is the responsibility of the merchant to inspect containers, and packing materials and cargoes for brake-bulk for contaminants. If it is found that any containers or break-bulk cargoes that are not free of contaminants, the carrier or the master may reject to carry. If the containers / brake-bulk cargoes are held by quarantine authorities for cleaning, then all the associated cost incurred will be on Merchant's account.

Packaging: All the cargoes must be sufficiently and adequately packed, lashed, secured and protected for the cargo handling and carriage by sea. Failure to do so will be at the Merchant's sole risk and expense including risk to third parties and subject to the terms and conditions of carriage of the carrier's bill of lading. All the carrier's rights are expressly reserved in the event of any loss or damage occurs due to the insufficient of packaging, lashing and/or protection of cargoes.

In the event of brake-bulk cargoes, the cargoes must be fitted with approved lifting points.

Weight: The Merchant is required to declare the cargo weight correctly. The Merchant may be required to produce the weight certification in respect of heavy cargoes.

In the event of brake-bulk cargoes, the weight and dimension must be clearly and correctly stated on the cargoes / packing.

Misdeclaration of cargo weight will be at the Merchant's sole risk and expense including risk to third parties and subject to the terms and conditions of carriage of the carrier's bill of lading. All the carrier's rights are expressly reserved in the event of any loss or damage occurs due to the misdeclaration of cargo weight.

Inherent Vice: The carrier shall not be liable for compensation in respect of any loss and/or damage arising from the inherent vice of the cargo.

Vehicles and Machinery: The Carrier shall not be held liable for any loss and/or damage to the tools, spare parts, car stereos or any other vehicle accessories attached to the vehicle unless they are individually listed on the bill of lading.

For used vehicle and/or machinery, the Carrier shall not be liable for the mechanical and/or impact damage unless proven that the damage is as a result of the Carrier's negligence subject to the billing of lading terms.

Extra Lashing: In the event, the carrier/master has found that the lashing of cargo which are loading under free in terms is insufficient, the carrier/master has the right to ask the merchant to make additional lashing at their time and cost.

Reefer: The Merchant are required to advise the carrier of the set temperature, pack the cargo at the set temperature, not overload the reefer, keep the reefer on power until delivered to carrier for the shipment, complete the partlow chart and adhere to all procedures and take all reasonable steps to safeguard reefer cargo.