



# BORTESI

Bortesi Global Logistics Pty Ltd  
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## TERMS AND CONDITION

### GLOSSARY

- Company: BORTESI GLOBAL LOGISTICS PTY LTD (ABN 92 605 105 360), this document is to be considered valid for all the company related to Bortesi (T.S.I. Bortesi Srl, Bortesi Co and Bortesi Logistics Spain SL)
- Customer: any person at whose request or on whose behalf the Company provides a service.
- Person: includes persons or any body or bodies corporate.
- Owner includes the owner, shipper and consignee of the Goods and any other person who is or may become interested in the Goods and anyone acting on their behalf.
- Goods: includes the cargo and any container not supplied by or on behalf of the Company, in respect of which the Company provides a service
- Container: includes any container, flexitank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.
- Shipping Line: business that transports cargo during the freight (sea or air)
- Dangerous Goods: includes goods which are or may become of a dangerous, inflammable, radio-active or damaging nature and goods likely to harbour or encourage vermin or other pests.
- Incidental matters: anything done or to be done in relation to the Goods or the provision of any services ancillary to the Goods including but not limited to moving, storing or leaving the Goods at any warehouse, terminal, yard, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods or fumigating, transshipping, inspecting or otherwise handling the Goods or anything done in relation thereto.
- Instructions: a statement of the Customers specific requirements
- Services: the whole of the Services provided by the Company to the Customer and all matters necessarily related to the provision of the Services or ancillary to the provision of the Services.

### MAIN

- Every rate (standard or non-standard) may vary without prior notice.
- BAF is always with Validity At Time of Shipping (V.A.T.O.S.)
- The Company is not responsible for any delay, departure or misdelivery of the cargo. Any date related to the departure or the arrival of the cargo is purely indicative.
- Cartages instructions must be specified in written by the Customer or the Owner to the Company. Any extra charge including but not limited to demurrage or detention, caused by miscommunication, not clear or late instructions will be passed to the Customer.
- The Company cannot be considered responsible for any delay or extra charges caused by the Shipping Line including but not limited to: vessel availability, booking availability, equipment availability and any delay (including port omission).
- In case of reefer container any charge or extra fee caused by the plug-in cost to maintain the constant temperature is to be considered not included in the quote and it will be passed at cost to the customer. The Company cannot be considered responsible for this cost.
- Terminal Fees are never included otherwise differently specified
- The company is not responsible for any container which require fumigation without previously giving written notice. The treatment required by the goods must be confirmed in writing and chose by the customer or the owner based on the nature of the goods. The company is not responsible for the selection of the treatment needed for the goods. The customer must be aware of the legislation of the country where the goods are exported or

imported and in any case the company can be considered responsible for any loss of or damage to the Goods caused by such non-compliance. The owner of the cargo further undertakes that the container has been properly packed as per treatment instructions; the Goods have been properly stuffed in the Container.

- Quarantine Fees; Any quarantine charges incurred will be charged as per outlay unless specifically quoted. Container Unloading; Standard truck: 2 hours in total is allowed for loading at the wharf and unloading at your premises and empty
- De hire. Side loader truck: 1 hour in total is allowed for loading at the wharf and unloading at your premises and empty dehire. Waiting time is charged per hour, or part thereof, after the free time.
- Empty Container Returns; Is the consignee's, or consignee's agent, responsibility to ensure that empty containers are returned to the care of the shipping line within the agreed free time, otherwise detention charge will be applied.
- Standard Rates do not apply to dangerous goods, oversized goods, heavyweight cargo, upper-deck air freight cargo, human remains, valuable cargo and perishable cargo unless specifically quoted.
- Air freight rates and surcharges calculation basis; Airfreight rates and surcharges are based on chargeable weight. The chargeable weight is calculated per kilo or 6000 cubic centimetres basis (1cbm = 167 chargeable kg) whichever the greater.
- Ocean LCL rates and surcharges calculation basis; Ocean freight LCL rates and surcharges are based on per 1000 kg or per cubic metre, whichever the greater.
- Shipper Responsibility; It is the responsibility of the shipper/consignee to ensure that the goods are: insured, packed appropriately for international travel (including refrigeration and fumigation treatment), properly identified as to the nature of the goods, including clear description of product and whether the goods are considered hazardous dangerous goods for transportation. The customer or the owner is aware of the requirement for the appropriate Packing Declaration for the mode of transport in the import or export country.
- Invoice Currency; All charges quoted in a foreign currency will be converted to local currency using the daily exchange rate at the time the invoice is issued.
- Currency Adjustment Factor (CAF); An exchange rate up to 5.5% will be applied to all foreign currency charges to protect from currency fluctuations.

All the services are provided by The Company as agent only. Any liability related but not limited to: cartages, handling, storage or custody of any kind of cargo is not performed directly by the company itself.

The procurement of any kind of documentation that define the relationship between the Customer or the Owner of the goods including, bill of lading (air or sea) is served by The Company as agent only and for this reason The Company is in any case responsible for their consignment.

The Company act as agent and never as principal when providing services as a Customs Broker in respect of or relating to customs requirements, taxes, licenses, consular documents, certificate of origin, inspection, certificates and other similar services or when obtaining insurances for on or behalf of the Customer or relating to the cargo or when providing any service on behalf of the Customer.

The Company reserves the right to accept or refuse the carriage of any cargo or service at its discretion.

For any reason the Company is responsible for the conduction of the business between seller and purchaser (Customer or Owner) including but not limited to: terms of sale and purchase of the goods or any other matters related to the trade.

Owner, Customer, Seller and Purchaser or any other agent responsible of the cargo must provide clear, sufficient and executable instructions. The cargo must be provided labelled, packed and described.

Dangerous goods must be declared before every request of quote or rate, The Company is never responsible for miscommunications, mistakes or damage caused by dangerous or any kind of cargo.

The Company reserve the right to destroy or deal otherwise if any kind of cargo could be a danger for any person or if there is any kind of risk handling the cargo; in this case the Company will pass all the charges to the Owner or the Customer.

The Company acting as an agent only, is not liable for loss of or damage to the contents caused by the manner in which the Container has been packed or stuffed, the unsuitability of the contents for carriage in Containers, the unsuitability or defective condition of the Container provided by the Shipping Line.

Where the Company is instructed to provide the Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type or quality.

The company is not responsible for any container or goods which require temperature control without previously giving written notice of their nature and the temperature range to be maintained and, in the case of a temperature controlled container stuffed by or on behalf of the Owner of the cargo, the owner of the cargo further undertakes that the container has been properly pre-cooled or pre-heated as appropriate; the Goods have been properly stuffed in the Container; and the Containers thermostatic controls have been properly set by the owner of the cargo. If these requirements are not complied the company is not liable for any loss of or damage to the Goods caused by such non-compliance. Unless agreed in writing, the Company is not obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery or to make any declaration as to specific storage requirements of any Goods.

No insurance will be applied except upon express instructions given in writing by the Customer and in affecting any such insurances, the Company shall be deemed to be an agent only of the Company and not as an insurer, insurance broker or other form of intermediary.

The Customer shall be liable for and pay to the Company any additional costs or expenses the Company may incur and for any loss or damage occasioned either directly or indirectly to the Company as a result of the relying upon the description and particulars provided by the Customer or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.