

Booking Terms and Conditions

MPV Services

- All bookings are always subject to equipment availability and operational acceptance, space on board the vessel and to the terms and conditions of NileDutch Bill of Lading (or Sea Waybill, whenever the Merchant requests for a Sea Waybill), including the law and jurisdiction clause. NileDutch terms and conditions can be obtained from your local NileDutch agent or on www.niledutch.com.
- Unless otherwise specified in this Booking Confirmation, or a contract executed by each party or the NileDutch terms and conditions, no term, condition or requirement of any other booking document or other prior correspondence regarding the subject shipments are accepted by us. Such terms and conditions are deemed null and void.
- All dates and times for arrivals, berthing, transit and departures are estimates, without guarantee and subject to change without prior notice and at any time.
- Merchant warrants that all cargo presented to the Carrier for shipment shall be packed in a seaworthy manner and, where it concerns conventional cargo, fitted with suitable lifting points, allowing handling by forklifts and local handling gear. Any special saddles and/or cradles required to support the cargo to be at merchant's arrangement and expense. Cargo to be fitted with suitable lashing, tie down and lifting points and/or other adequate means of lifting and center of gravity to be clearly indicated allowing carrier to lift the cargo in equilibrium. Merchant furthermore warrants that the particulars relating to the Goods in the shipping instructions shall be in conformity with those provided in the booking. In case of any discrepancy between both sets of particulars, Merchant shall hold harmless and indemnify NileDutch and its agents of any and all costs, expenses, loss or damage of whatsoever nature arising therefrom.
- The Merchant warrants that Cargo Carrying Units, whether temperature controlled or not, which are offered for shipment are fully compliant with all current legislation governing container condition. This includes compliance with ISO with regard to dimensions and capacity/maximum gross weight, as well as with the provisions of the Container Safety Convention (CSC) and the validity of the most recent condition inspection. DNV- approved offshore CCUs and specially modified containers do not qualify as ISO or CSC compliant units. If CSC or last inspection date is no longer valid at the time of shipment (with a three month margin for shipment) or if there are any exceptions noted to the condition of the Unit, NileDutch shall not be obliged to handle or ship the Unit if Goods cannot safely or properly be carried in her discretion.

- Goods whether packed in containers or not, may be carried on deck or under deck without notice to the Merchant, unless otherwise specified.
- If the Merchant fails to deliver the Goods or part thereof for loading for whatever reason, the Carrier shall be entitled to damages and/or deadfreight in respect of Goods not loaded and such damages shall be quantified on the basis of the applicable freight rate. In the event the shipment is cancelled by the Merchant less than three weeks before loading, the Carrier is entitled to 10% of the applicable freight rate. In the event the shipment is cancelled by the Merchant less than one week before loading, the Carrier is entitled to 50% of the applicable freight rate. The Carrier shall not be required to call the loading port in order to be entitled to damages and/or deadfreight.
- All bookings are always subject to our cargo acceptance policies and the Merchant declares that the contents of the consignment are fully and accurately described by the Proper Shipping Name and are classified, packaged, marked and labelled/placarded and in all respects in proper condition for transport according to applicable international national government regulations. The Merchant shall indicate whether the cargo requires temperature control or is hazardous and provide shipping instructions. Waste, disposal and waste- like materials regulated by the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal adopted on March 22 1989 are not shipped on board any NileDutch operated vessel.
- Late Documentation/Manifest Correction Fee: For cargo shipped from the US, a fee of USD 50.00 will be charged at Carrier's discretion for each bill of lading revision issued with effect from the 11th day after sail/departure date from the last U.S. port of call. The fee will apply for each new bill of lading corrected and issued, not the total number of changes that may have been required within the document revision. Any fines, penalties or fees assessed by Customs at the relevant foreign port of discharge resulting from changes or revisions made to the original bill of lading after the 11th day of sail/departure date from the last U.S. port of call are for Merchant's account.
- Taxes, dues, duties, wharfages (including all NPA charges) on cargo or calculated on same, to be for merchant's account both ends. Unless otherwise specified, all local terminal handling charges, to be for merchant's account both ends.
- The Carrier is not responsible for any missing or incorrect waiver or any other import or export document and it is the Merchant's responsibility to obtain same. Any fine/penalty levied against the Carrier resulting hereof are for Merchant's account.

- For Carrier owned containers, demurrage and detention charges may be due for export. Rates can be obtained from your local agent.
- For payment terms, please check with your local agent.

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