

ALIANÇA

HAMBURG  SÜD



TERMS AND CONDITIONS FOR INLAND TRANSPORTS

INTERMODAL TARIFF FOR URUGUAY





1. General Introduction

Aliança y Hamburg Süd (hereafter referred to as “the line”), can offer, subject to confirmation, the following transports of containers as per defined tariff as far as these are related as prior on-carrying to sea-transports of the Line covered by the Bill of Lading.

The Terms & Conditions under which the Liner offers inland transportation services in the Uruguayan Territory is included in the following document entitled Intermodal Tariff.

These notes are intended as a brief explanation of the principles underlying this Tariff.

2. Tariff

2.1. Currency

All charges shown in USD (United States Dollars), unless otherwise stated.

2.2. Full Container Loads (FCL)

The Intermodal Tariff is applicable for FCL traffic only.

2.3. Inland Transportation rates

The rates, offered in this tariff, are the minimum rates in return for which the Line is willing to undertake the haulage of goods in containers between either the place of acceptance or the place of delivery and the Line’s appropriate Port Terminal.

The rates exclude port Terminal charges and any other charges for additional services, like Cargo unstuffing, all cargo-customs formalities, duties, Mvd locals which are all on consignee's or shipper's account.

2.4. Modal Choice

The Inland transport rate is stipulated in this tariff for the different modes of transport (truck or feeder).

2.5. Equipment choice

The Intermodal Tariff knows Standard Equipment, Reefer Equipment and Special Equipment.

Standard equipment includes DC / DV and HC containers, as well as OT, OH, TK, FR and PL without oversize (in gauge).

Reefer equipment includes RF / RH containers.

Special Equipment includes OT, OH, FR and PL containers within sizes (in gauge) and any kind of oversize (out of gauge). In these cases, all technical specification for the cargo will be considered as part of the unit to be transported.

2.6. Weight limitations

All detailed weights shown in the Intermodal Tariff are including the tare of containers.

Maximum gross weight must be in accordance to national legislation. Unless otherwise stated, all extra costs caused by the use of special units of transportation, special permits or others, shall be considered in addition to the agreed Intermodal Tariff.

Being the client aware of maximum allowed weight, any possible infraction will be his full responsibility and all charges occurred in consequence will be on their behalf.

2.7. Transportation of Hazardous Cargo/ Reefer cargo / Specified Cargo.

The Intermodal Tariff will specify when it refers to:

- Hazardous cargo (IMDG cargo)
- Temperature Controlled Cargo
- Specified cargo or over dimensioned cargo (those exceeding containers dimensions).

All of these items must be confirmed as valid for the Inland transport before the transport agreement

2.7.1 Hazardous cargo

The line will provide units of transportation and drivers licensed for transport of IMDG cargo according to corresponding legislation. Certifications and any other kind of document required for the transport will be provided by the client. Any specific requirement will be manifested and provided with sufficient time and all eventual costs will be every time on hands of the client.

2.7.2 Reefer cargo

In case of gen-set availability, the line shall perform the transportation of Reefer equipment only under coverage of Bill of Lading and with the proper energy supply for the reefer equipment.

If client requires the transport of refrigerated cargo without energy supply, it will always be under his own risk and responsibility. The Intermodal Tariff for Reefer equipment includes energy supply during the trip and there do not include free time at port terminal and at place of acceptance or delivery.

Unless otherwise indicated, the Intermodal Tariff does not include setting of equipments nor temperature control. These services must always be requested clearly and prior to transportation and are subject to acceptance of the Line.

2.7.3 Specified cargo or Oversized cargo

The Line shall accept to perform transportation of cargoes that exceed dimensions of ISO containers and/or required special equipments, subject to approval by local authorities. Any additional charges that may arise for the modification of the dimensions or other information initially provided or not will be on account of the client.

2.8. Re-direction

When the Line agrees to re-direct a unit from an initially specified place of acceptance or delivery to another place, all additional costs will be on account of the client.

2.9 Multistop

Unless otherwise stated, the Intermodal Tariff has been designed base on a single place of acceptance and/or delivery of the goods. When the Line agrees to move the container to different places of acceptance or delivery for partial loading or discharging, it will always be on client's account and risk.

2.10 Customs clearance and other official interventions

Intermodal Tariff does not include any formality or charge related to customs clearance and/or other official interventions, remaining these under client's responsibility.

3. Cargos' safety

3.1. Stuffing and lashing

All cargo to be consolidated in a container must be properly packed and secured. This task remains always on hands of the client, without any intervention of the Line or subcontractors related to this.

3.2. Sealing

The container must be properly sealed with a Bolt Seal. No container without an intact Bolt Seal should be accepted by the driver.

In case the client is not able to provide a Bolt Seal, the Line may hand over a seal to the client, who then will seal the container personally. Any costs arising from none or late sealing will be charged to the client.

The seal number must be shown in the Waybill.

The line shall not be held responsible for missing, damage or difference in the cargo, unless that it has been caused intentionally or due to negligence of the driver.

3.3. Safety measures

All the Line's trucks are provided with a security system, such as satellite tracking, safety lock against decoupling of the chassis and/or panic button.

3.4. Communication

Drivers shall receive instructions from the Line only. Therefore, all requests must be made through this last one.

The client will be provided with all necessary information in order to have direct communication with Line's representatives. The line shall be held responsible only for communications carried out through the above mentioned channels.

3.5. Goods Insurance

In compliance with local Regulations, it is an ineludible prerequisite for the provision of land transport services that client has adequate insurance coverage for the transport of goods, including "hold harmless clause" (or "clausula de eximición del transportista") covering the entire trip.

4. Free time

Having the free time for loading/discharging and time of regular trip been exceeded, demurrage costs will run on account of the client. This will also apply when the container/truck is detained for reasons out of client's and/or Line's sphere of responsibility or control, like adverse weather conditions, road blockades, strikes, among others. The amount of demurrage will be stipulated in the quotation.

4.1. Free time at port terminal

The Intermodal Tariff includes a maximum of 2 (four) hours for pick up (imports) or delivery (export) of full containers at port terminals.

4.2. Free time at place of acceptance / delivery

The free for loading / unloading of the equipment / container, customs clearance and/or other interventions at place of acceptance or delivery are fixed in the Intermodal Tariff.

5. Additional services

5.1. Merchandise Insurance

Unless otherwise stated, the Intermodal Tariff does not include insurance coverage of the cargo. In case the client requires such service, the Line may or may not quote it, once provided with the necessary information by the client. The conditions will be informed in due course.

5.2. Tracking

The Trucking report must be requested in written form at the time of hiring. The additional cost will be client's account.

5.3. Custody

The armored escort service may be requested by the client to the Line or provided unilaterally by the Line as an insurance coverage requirement by the Line. Either way, both the costs as well as the conditions of this service will be informed in due time, remaining the first ones on account of the client.

6. Hiring conditions

6.1 Necessary documentation for hiring

The following documents are required for the provision of services by the Line:

- written acceptance of the quotation;
- individual transport instructions (day, time, address, etc.)
- insurance policy or certificate of coverage under the terms mentioned in 3.5.;
- container pick up or release authorization.

6.2. Documentation covering the transport

The Waybill issued by the carrier, must be considered as the legal transport document. The correct issuance of the document is a joint responsibility of the driver and the client and must be signed by both parties. If the Waybill is not signed by client, information contained in it will be considered valid anyway



6.3. Time of request

In order to be able to guarantee the client's requirements, all services must be required 48 hs (working days) prior to transportation of Standard and Reefer Equipments (containers) and 72 hs (working days) for Special Equipments (containers). In any case, it will always subject to the Line acceptance.

6.4. Transport Cancellation

If, for any reason beyond the responsibility of the Line, the client decides to cancel the requested service once it has already been initiated, all agreed tariffs for the original service will be considered as due by the client and will have to be cancelled by this last one.

7. Payment conditions

Every time Intermodal Service is part of a Bill of Lading the agreed tariff and possible additional services are ruled by its terms and conditions. If Intermodal Services are not ruled by the Bill of Lading, payment terms must be specifically agreed previously.

8. Law and jurisdiction

Unless otherwise agreed previously, both parties will submit their disputes to the Ordinary National Courts at Uruguay disclaiming expressly any other law and jurisdictions.

9. Contact

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