



Blue Waters general conditions

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Forwarding

All services rendered are subject to the General conditions of the Nordic Association of Freight Forwarders (NSAB 2015). As a contracting party according to § 3 B, the conditions will limit the liability of the freight forwarder for loss of, deterioration of, or damage to goods to SDR 8,33 per kilo. Regarding delay, the liability is limited to the amount of the freight. For all other loss, the freight forwarder's liability is limited to SDR 100,000 in respect of each assignment (§ 21). As intermediary according to § 3 C, the freight forwarder's liability is limited to SDR 50,000 in respect of each assignment and totally in the event of any one occurrence SDR 500,000 (§ 24). When under storage, the freight forwarder's liability in relation to all customers is limited to SDR 500,000 with regard to damage occurring on one and the same occasion (§ 25). Special attention is directed to the network clause (§ 2); claims against the freight forwarder are statute-barred after one year (§ 28); and the lien on goods (§ 14) applies to both current and previous claims.

Shipbroking/Port agency

All services rendered are subject to Blue Water Shipping A/S' terms and conditions for conducting shipbroking services. We carry out our business as an agent for the contracting entity and as such we are not – unless anything else is stated in writing – responsible for an eventual non-fulfilment of the contract effected by us (§ 2). Under these conditions, our liability is limited to SDR 25,000 per damage (§ 6). In case, irrespective of the conditions, we may be responsible as a carrier, our liability is in all cases limited in accordance with the Rules of the Merchant Shipping Act (§ 10). Claims are in any case time-barred after 11 months, and legal proceedings shall be instituted within the said time limit as the claim is otherwise lost (§§ 7 and 11). Attention is also directed to the fact that we have a lien on goods under our control for all our outstanding accounts, as well current as previous claims (§ 8).

Stevedoring

All stevedoring is performed under the General Terms of Danish Shipbrokers and Port Operators (DHSAB

2024) (§ 2). The conditions limit our liability for any loss, deterioration or damage in respect of goods to 2 SDR per kilogram or 666.67 SDR per package. Compensation for any delay shall not exceed the price for the execution of the task (§ 26). However, compensation for any one event shall not exceed 25,000 SDR, and if more than one Orderer suffer a loss due to damage occurring on one and the same occasion, our liability to all Orderers concerned shall be limited to 500,000 SDR (§ 26). Any claims against us become time-barred after 10 months (§ 30). We have a lien for present and previous claims (§ 10), and we charge interest on overdue payments at 2% per month or fraction of a month (§ 7).

Cargo insurance

We recommend that all shipments are covered by a cargo insurance. Further information and rates for insurance cover can be provided upon request. Please note that insurance cover requirements increase, if the cargo is transported on a ship or ferry, or if the cargo has a high value.

Terms of payment

Terms of payment are as quoted in our offer. If the time for payment is exceeded, 1.5% interest is charged per month. All rates are based on current exchange rates and fuel surcharges.

Rate adjustments

We reserve the right to immediately increase current rates if the reason for such increase can be substantiated with documented, external cost increases. Included in this are statutory duties and consequent costs, currency exchange fluctuations and all external surcharges, price adjustments and increases from shipping lines, air lines, ferry companies, hauliers or other sub suppliers.

Change to contract conditions

If prerequisites (demand specifications / tonnage



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figures) are subject to considerable change during the contract period, the parties are obliged to immediately discuss any changes to contract content, including level of rates.

Term of notice

Both parties may terminate the cooperation agreement with a written notice of 3 months.

Transit time

All transit times listed in attached rate sheets are guideline transit times, which Blue Water will of course endeavour to comply with. Please note that Blue Water cannot be held responsible for delays, unless transports are specifically carried out as time guaranteed deliveries with an agreed fixed time delivery surcharge. In this connection, we refer to NSAB2015.

Dangerous goods

Dangerous goods are handled by previous agreement only. Consignor is responsible for the correct documentation of the dangerous goods, and must indemnify the carrier against any extra costs or incidents arising as a result of faulty or missing information.

Temperature control

Temperature controlled cargo is handled by previous agreement only.

EURO pallets

As a general rule, pallets are considered part of the packaging, and pallet exchange is only arranged by previous agreement and at a surcharge.

Packaging

In general, in respect of packaging, attention is directed to NSAB2015, § 26, schedule b, which defines sender responsibility in relation to packaging. Blue Water expects that cargo is always packaged securely under observance of cargo type and the impending transport.

Storage in connection with transports

Blue Water's liability for cargo which is stored in connection with transports is regulated in accordance with

NSAB § 15-21, limiting liability to SDR 8.33 per kg. As cargo freight forwarder, Blue Water is liable for cargo in transit up to 15 days after transport completion, if the cargo is stored in one of Blue Water's terminals in connection with the transport.

If the storage extends beyond 15 days, or storage is not provided in connection with a transport, liability is defined in accordance with NSAB 2015 § 22-25 according to which Blue Water's liability for damage to cargo in storage is limited to SDR 8.33 per kg, up to a maximum of SDR 50,000, in addition to which, total compensation cannot exceed SDR 500,000 in respect of all orderers for damage incurred by one and the same incident (e.g. fire at the warehouse).

In accordance with NSAB 2015 § 25, cargo is not insured against fire, water, theft at Blue Water's expense or without previous agreement. The responsibility of insuring rests solely with orderer, unless otherwise explicitly agreed. We always recommend that orderer ensures insurance cover with own insurance provider for cargo stored in Blue Water's facilities, as Blue Water will never be liable for any consequential cost or other loss, regardless of cause of damage.

Diversion

Some geographical areas impose a high risk of diversion of goods to countries subject to comprehensive sanctions like – but not limited to – Iran, Syria, North Korea, Venezuela, Russia and Belarus. Customer is aware of applicable sanctions issued by e.g. UN, EU and US towards countries and entities hence customer undertakes to set up measures to avoid diversion of goods violating said sanctions.