



## TERMS OF QUOTATION

- I. All business with Rohlig USA, LLC undertaken and performed is subject to its Terms and Conditions of Service, a copy of which is available upon request if not already received. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable to the service quoted for.
- II. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer. Notice: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
- III. All rates, costs and fees quoted are estimates only and may be adjusted if changes occur. All rates and costs are based on tariffs and surcharges currently in force (e.g. CAF, BAF, local port charges). All surcharges prevailing at the time of shipment, such as CAF, BAF and airline fuel and any other applicable local port and security charges, as provided by the carrier(s), may be subject to change and will be invoiced. Surcharges which were not known at the time of the quotation will be calculated in accordance with the official tariffs of the respective transport service provider and/or terminal and applied. However, we will endeavour to give early notice of any such change whenever possible.
- IV. US Customs Exams Fees, Duty, taxes and any other government charges payable are not included in our quotes unless specifically mentioned.
- V. All delivery/pickup rates are based on services rendered between regular business hours, Monday – Friday 8am-5pm, and are based on business pickup/deliveries only, and premises having a loading/unloading dock. Any request for additional services is not included in our quotation.
- VI. All origin/destination charges are additional where not specifically mentioned. All quotations are subject to carrier space & equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers being within legal weight limits. Delivery/Pickup rates are based on live load / unload, 2 hours free, unless otherwise noted. Waiting time will be charged per hour thereafter.
- VII. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- VIII. Detention and demurrage charges will be applicable for shipments wherein customers have exceeded the standard free time applicable both in the import & export cycles.
- IX. Forwarding quotations cover general cargo only. Quotations for dangerous goods, over length cargo, upper deck cargo, perishable, valuable cargo and/or cargo not suitable for stowage in standard 20' and 40' containers (ocean freight) are available on request.
- X. This quotation does not include Cargo Insurance. We strongly suggest you request to have your goods and transport insured. Insurance rates are available on request.
- XI. By requesting this quotation, the Customer warrants to Rohlig USA, LLC, its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes and/or sanctions. In the event that such transportation violates any applicable law or regulation, Customer will defend, indemnify, and hold harmless Rohlig USA, LLC, its agents and successors from any and all liability, costs, expenses, and attorneys fees resulting from such violation. Rohlig USA, LLC assumes no obligation to undertake or assist Customer in any remediation of any such violation.
- XII. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.
- XIII. Where no credit arrangements have been agreed, payment for all charges is required COD (Cash on Delivery). Form of payment accepted is via cashiers check or money order only.
- XIV. Currency exchange rates are calculated based on daily published rates by Bank of America plus 5%.
- XV. All freight and ancillary charges as per agreement are due and payable to Rohlig USA, LLC regardless of the existence of, or planned lodgement of, a claim or loss or damages by either the consignor or consignee as per our Terms and Conditions of Service.
- XVI. Rohlig USA, LLC shall never be liable for any delay of whatsoever kind or length, unless a specific date of delivery has been agreed in the quotation. Such date shall only be provided upon specific request of the customer. Failing such prior request, all dates of delivery provided by Rohlig USA, LLC should always be considered a non-binding indication of expected delivery, subject change without further notice.
- XVII. Any claims or disputes arising out of or in connection herewith the contractual relationship between the parties shall be governed by the law of the State of Illinois and shall be finally settled in accordance with the rules of arbitration of the appropriate Illinois State court or United States District Court, located in Cook County, Illinois, USA to the exclusion of due process of law.
- XVIII. Local Port charges and Airline Fuel and Security Surcharges are set by the shipping line/airline and will be adjusted should a change occur.

Weight/Measurement conversion:

International Air Freight	1 cbm	=	167 kg
Domestic trucking	1 cbm	=	250 kg
Sea Freight LCL	1 cbm	=	1000 kg (minimum 1 cbm)

- XIX. For information regarding our data-privacy, please visit and refer to: <http://www.rohlig.com/data-privacy.html>