



Latest Update:
1st August 2022

Customer Notification

Blue Anchor Line / Blue Anchor America Line Port Storage Tariff

Port Storage (Demurrage) and Handling Charges

Free-time: 3 Days free-time from availability period.
Thereafter, below rates apply per day:

Days after Free-time	20'GP	40'GP/HC
Days 1-2	220.00	420.00
Days 3+	370.00	720.00

Additional Charges

The below charges are applicable in addition to the daily storage charges.

Reefer Container Charge	per Container per Day	450.00
Hazardous Container Charge	per Container per Day	680.00
Yard Handling Fee	per Container	175.00

Notes

- i. The carrier establishes whether import storage charges are payable by checking the Vehicle Booking System, which identifies "Time-Up" containers.
- ii. Each terminal will check Import Delivery Order at the Terminal entry gates and if storage is due and the Import Delivery Order is not stamped as required, the container will not be released and the Carrier will be sent away. Each terminal will not accept responsibility for any inconvenience or extra costs that may then arise.
- iii. Hazardous Containers are subject to compliance with specific limitations at each terminal and may be subject to additional charges.

All amounts in AUD unless otherwise stated.



About Blue Anchor Line

Kuehne+Nagel is the worldwide agent and representative of Blue Anchor Line, a division of Transpac Container Systems Ltd, Hong Kong, China.

Blue Anchor Line provides full ocean carrier services under its own Bill of Lading and Sea Waybill.

About Blue Anchor America Line

Kuehne+Nagel is the worldwide agent and representative of Blue Anchor America Line, a division of Kuehne + Nagel Inc., New Jersey, USA.

Blue Anchor America Line provides full ocean carrier services under its own Bill of Lading and Sea Waybill.

TERMS AND CONDITIONS OF SERVICE

1. This offer from Kuehne + Nagel is based on the following Terms and Conditions. Exceptions to any of these conditions may be proposed by the Customer. Acceptance is subject to Kuehne + Nagel's explicit agreement in writing.
2. The pricing, services, or company information provided in this quotation is confidential and strictly for the benefit of the addressee, in the following referred to as the "Customer". The contents may not be shared, copied, transmitted or discussed with any other companies, persons or entities without prior written consent from Kuehne + Nagel.
3. The pricing, services, or company information provided in this quotation strictly applies for the benefit of the Customer and their legal subsidiaries. No other third party can benefit and / or use the quotation.
4. In the absence of an agreement, the pricing offered as part of the tender expires on the date mentioned in our proposal (no longer than 30 days from the day of submission of each round). Due to the market situation, we reserve the right to increase the rates from one round to another, in line with the market development.
For additional pricing rounds and processes beyond the aforementioned date, Kuehne + Nagel reserves the right to re-validate the tender conditions. Kuehne + Nagel also reserves the right to make necessary corrections in the event of data entry errors.
5. Subject to mutual agreement of prices and services offered, rates shall remain valid for the period mentioned on the quotation
6. Any shipment booked within the stated validity on the above quotation is final and will be taken as accepted by Kuehne + Nagel
7. Rates provided are based on the information given in the RFQ documents and are valid for a complete volume award per lane. Kuehne + Nagel will take the annual volumes awarded and secure carrier space allocations based on those numbers divided by 52 weeks with an inclusion of a 10% allowance. Any volumes in excess of this 10% maybe subject to FAK pricing applicable at the time of shipment; and for inconsistent delivery of awarded volumes Kuehne + Nagel reserves the right to reduce the current space allocations with carriers accordingly. In the case of a partial award, below 25% of the total tendered volume, Kuehne + Nagel reserves the right to requote based on the awarded lanes and volumes.
8. Following the award, volumes shipped with Kuehne + Nagel will be reviewed on a monthly basis. If a minimum of 75%, from the monthly lane volume, is not booked with Kuehne + Nagel, within the first month (30 days) of the agreed go-live date, we reserve the right to renegotiate or reject bookings.
9. Kuehne + Nagel acts as Agent of Blue Anchor Line and Blue Anchor America Line, a NVOCC (Non-Vessel-Operating Common Carrier) whose Bill of Lading or Sea Waybill Terms and Conditions are applicable at all times. All other services provided are subject to the latest version of the local or national Freight Forwarding Terms & Conditions of the Kuehne + Nagel entity providing the services. If such terms & conditions are not applicable or do not exist, the FIATA Model Rules for Freight Forwarding Services, latest version, shall apply. The amount in Art. 8.3.3 of FIATA Model Rules shall be 10,000 SDR.
10. The choice of underlying carriers is entirely at the discretion of Kuehne + Nagel and/or Blue Anchor Line and/or Blue Anchor America Line.
11. All services quoted are subject to equipment availability, carrier capacity, and mutually agreed and explicit volume forecasts. These include, but are not limited to, special container equipment types. Kuehne + Nagel will make an assumption that trade lane volumes should be divided equally over the tender period, unless the Customer provides detailed forecast and seasonality information.
12. Transit times, routing and similar service information are provided without any guarantees, and are therefore subject to change.
13. Unless otherwise agreed in writing, the quotation provided is valid for goods not exceeding a commercial value of USD 250,000 per single Bill of Lading.
14. Kuehne + Nagel's quotation applies to general cargo only and therefore excludes any of the following, unless explicitly mentioned in the offer: dangerous goods, high-value cargo, perishables, personal effects, valuables, temperature controlled, oversized, over-length or out-of-gauge cargo.
15. Kuehne + Nagel reserve the right to adjust the Ocean Rates if the Bunker value of IFO380 fluctuates by +/- 5%. The baseline, which is calculated using the average Kuehne + Nagel bunker price of past 3 months, before start of contract, is valid until triggered (if triggered, avg. of past 3 months will be the new baseline). The detailed Bunker Mechanism will be linked to all existing bunker formulas, advised by the main carriers, applicable from 01st January 2019 and it will be published in October 2018.
With regards to the upcoming IMO 2020 Sulphur cap regulations, Kuehne + Nagel reserve the right to review all rates currently quoted with validity beyond 01st of July 2019 and, where required, rate adjustments will be made in accordance with the new regulations for the remaining contract period. From Q1 2020 onwards, the new BAF formula will be based on fuels that comply with the new regulation (0.5% Sulphur).
The parties will apply in good faith the present agreement, but recognize that the price of the bunker is highly volatile. Should the bunker cost vary in such an extent that it would render the application of the present formula not sustainable; the parties agree to meet together, prior to the next scheduled review if required, in order to apply a mutually agreed corrective measure.
16. Unless otherwise stipulated, Kuehne + Nagel's quotation does not include any governmental charges or fees for export or import clearance, documentation handling, fumigation, quarantine processing or similar services. The quotation does not include taxes or duty.
17. Disbursements, such as customs duty and GST, are payable on outlay with a disbursement finance fee of 3% applicable. All other charges, such as agency and local delivery charges are required as COD unless credit terms have been extended by Kuehne + Nagel.
18. LCL rates are valid for stackable cargo only. Calculations are based on a W/M* (per 1000 Kg or 1 cubic meter, whichever is greater), subject to a minimum of one freight ton (FRT).
19. Unless otherwise agreed, Kuehne + Nagel's quotation is subject to industry standard demurrage and detention tariffs. Related charges apply per calendar day / per container. Free time excludes terminal storage charges for FCL, or CFS storage charges for LCL.
20. Transport charges are based on a live loading/unloading process and subject to 60/90 minutes per 20/40' free time, unless otherwise agreed in writing.
21. Although overseas rates are quoted in US Dollars, Euro or currency of country of origin, they are payable in equivalent Australian Dollars upon arrival, with a foreign exchange protection factor. In the event of a binding currency agreement, the conversion of local currencies is based on a set exchange rate. For currency deviations of +/- 5%, the right to review conditions quoted is reserved.
22. This quotation is strictly in accordance FIATA trading conditions of adopted by Kuehne + Nagel
23. Insurance: The customer shall, at the customer's expenses, provide transport insurance in full force during the performance of services by Kuehne + Nagel. The policy shall exclude any regress towards Kuehne + Nagel or its agencies in case of cargo damage or loss other than the terms and conditions of Kuehne + Nagel and its subcontractors, affiliates and associated companies.
24. Kuehne + Nagel will, on request, make arrangements for transport insurance cover, however, it is the customer's responsibility at all times to ensure that the cover meets all of the customer's requirements and Kuehne + Nagel are indemnified against any claims arising from arranging insurance.
25. VGM Disclaimer
For FCL shipments: Shipper acknowledges that it is required to provide Kuehne + Nagel verified gross mass/weight ("VGM") data for each container that Kuehne + Nagel transports or arranges on its behalf. Such VGM shall be obtained from a calibrated, certified scale or by a calculation method certified by a competent authority, which shall include the container's tare weight, and all cargo items, packing materials, pallets, securing materials, dunnage etc. that will be tendered in the container to the underlying shipping line. Shipper further represents that Kuehne + Nagel is entitled to rely on the accuracy of such VGM data and counter-sign and/or endorse it as agent or otherwise on behalf of the Shipper in the course of providing the VGM to

the shipping line. If the VGM is not available at required cut-off time, Shipper acknowledges that the container/shipment(s) may not be accepted into the terminal and/or loaded on board the vessel which can result in substantial charges on account of the Shipper.

For LCL shipments: if the accurate gross weight is not declared in the shipping instructions or other document/electronic format and is not clearly and permanently marked on the surface of the packages, Kuehne + Nagel is obliged to weigh the packages at the expense of the Shipper.

The Shipper agrees that it shall indemnify and hold Kuehne + Nagel and its affiliates harmless from any and all claims, losses, penalties or other costs resulting from any incorrect, unclear, inaccurate, incomplete or otherwise insufficient statements of the VGM (gross weight) provided by the Shipper, its agent or contractor, or any related Shipper party on which Kuehne + Nagel relies.

Kuehne + Nagel included a VGM fee of USD 14.25 per container or LCL shipment in the offer on the assumption that the Customer submits the VGM data via our online VGM portal. If the VGM data is transmitted manually, additional charges may be assessed.

If the customer requests any assistance regarding weighting of containers or LCL shipments, general surcharges for co-ordination fees, stop-off fees (note: these fees will not include any deviation from the trucker normal route), scale fees, etc. will apply.

If a contract exists between Kuehne + Nagel and the Customer for the business included within this tender, the terms and conditions of said contract will apply in lieu of Kuehne + Nagel's standard terms and conditions of quotation stated above.

26. Airfreight rates are based on per kilo 6000 cubic centimeters basis (1 cbm = 167 chargeable Kg), whichever is greater.
27. Force majeure is an **extraordinary event or circumstance beyond the control of the parties**, such as a war, strike, riot, crime, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, **diseases, pandemics, epidemics** etc.), prevents one or both parties from fulfilling their obligations under the contract. The Merchant shall reimburse Kuehne + Nagel for any costs for deviation or delay or any other increase of costs of whatever nature caused by **force majeure**.
28. Quotations of and agreements with Kuehne + Nagel about rates, prices, surcharges, and services refer exclusively to expressly listed services, goods of standard dimensions and weights according to the applicable weight and dimension limitations for the respective transport mean as well as an essentially unchanged cargo, order quantity or quantity structure. In addition, such quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs as well as unchanged market conditions, such as higher or lower customer and business demand, inflation, deflation, interest rates, capacity, inventory availability and variable surcharges, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract. In such different circumstances, Kuehne + Nagel reserves the right to re-validate the quotation conditions in its reasonable sole discretion.
Kuehne + Nagel reserve the right to adjust the rates, if the bunker value of VLSFO or any other fuel grade according to relevant regulations (e.g. MGO/0.5 IFO) does fluctuate.
Kuehne + Nagel reserves the right to review and adjust any trade factor or methodology (quarterly or monthly) used in the calculation of bunker fuel charges at any time during the term of this agreement. Extraordinary bunker charges may occur. Any adjustment will take effect within 15 days of its implementation.

DISCLAIMER

"NOTICE: This Company is an individual member of the International Federation of Freight Forwarders Associations (FIATA). All transactions are subject to the printed conditions of Carriers involved as this Company is not a common Carrier. All transactions with the Company are subject to the FIATA Rules for Freight Forwarding Services as adopted by this Company (copies available on request from the Company), which, in certain cases, exclude or limit the Company's liabilities. Generally the Company's liability for loss of or damage to goods is limited to 2 SDR per kg of the concerned goods, liability for delay is limited to the freight, and liability for other type of loss is limited to SDR 10,000 each occurrence. The information contained in this document is confidential information and may also be legally privileged, intended only for the individual or entity named as the addressee. If you are not the intended recipient you are hereby notified that any use, review, dissemination, distribution or copying of this document is strictly prohibited. "

1. APPLICABILITY

- 1.1. These Rules apply when they are incorporated, however this is made, in writing, orally or otherwise, into a contract by referring to the FIATA Rules for Freight Forwarding Services.
- 1.2. Whenever such reference is made, the parties agree that these Rules shall supersede any additional terms of the contract which are in conflict with these RULES, except insofar as they increase the responsibility or obligations of the Freight Forwarder.

2. DEFINITIONS

- 2.1. Freight Forwarding Services means services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.
- 2.2. Freight Forwarder means the person concluding a contract of Freight Forwarding Services with a Customer.
- 2.3. Carrier means any person actually performing the carriage of the Goods with his own means of transport (performing Carrier) and any person subject to carrier liability as a result of an express or implied undertaking to assume such liability (contracting Carrier).
- 2.4. Customer means any person having rights or obligations under the contract of Freight Forwarding Services concluded with a Freight Forwarder or as a result of his activity in connection with such services.
- 2.5. Goods means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder.
- 2.6. SDR means a Special Drawing Right as defined by the International Monetary Fund.
- 2.7. Mandatory Law means any statutory law the provisions of which cannot be departed from by contractual stipulations to the detriment of the customer.
- 2.8. In writing includes telegram, telex, telefax or any recording by electronic means.
- 2.9. Valuables means bullion, coins, money, negotiable instruments, precious stones, jewellery, antiques, pictures, works of art and similar properties. 2.10. Dangerous Goods means Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.

3. INSURANCE

No insurance will be effected by the Freight Forwarder, except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriter taking the risk. Unless otherwise agreed in writing the Freight Forwarder shall not be under any obligation to effect a separate insurance on each consignment, but

may declare it on any open or general Policy held by the Freight Forwarder.

4. HINDRANCES

If at any time the Freight Forwarder's performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Goods) not arising from any fault or neglect of the Freight Forwarder and which cannot be avoided by exercise of reasonable endeavors, the Freight Forwarder may abandon the carriage of the Goods under the respective contract and, where reasonably possible, make the Goods or any part of them available to the Customer at a place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease. In any event, the Freight Forwarder shall be entitled to the agreed remuneration under the contract and the Customer shall pay any additional costs resulting from the above-mentioned circumstances.

5. METHOD AND ROUTE OF TRANSPORTATION

The Freight Forwarder shall carry out his services according to the Customer's instructions as agreed. If the instructions are inaccurate or incomplete or not according to contract, the Freight Forwarder may at the risk and expense of the Customer act as he deems fit. Unless otherwise agreed, the Freight Forwarder may without notice to the Customer arrange to carry the Goods on or under deck and choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

Part II The Freight Forwarder's liability

6. THE FREIGHT FORWARDER'S LIABILITY (EXCEPT AS PRINCIPAL)

6.1. Basis of liability

The Freight Forwarder's duty of care

6.1.1 The Freight Forwarder is liable if he fails to exercise due diligence and take reasonable measures in the performance of the Freight Forwarding Services, in which case he, subject to Art.8, shall compensate the Customer for loss of or damage to the Goods as well as for direct financial loss resulting from breach of his duty of care.

6.1.2 No liability for third parties

The Freight Forwarder is not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousemen, stevedores, port authorities and other freight forwarders, unless he has failed to exercise due diligence in selecting, instructing or supervising such third parties.

7. THE FREIGHT FORWARDER'S LIABILITY AS PRINCIPAL

7.1. The Freight Forwarder's liability as Carrier

7.2. The Freight Forwarder is subject to liability as principal not only when he actually performs the carriage himself by his own means of transport (performing Carrier), but also if, by issuing his own transport document or otherwise, he has made an express or implied undertaking to assume Carrier liability (contracting Carrier). However, the Freight Forwarder shall not be deemed liable as Carrier if the Customer has received a transport document issued by a person other than the Freight Forwarder and does not within a reasonable time maintain that the Freight Forwarder is nevertheless liable as Carrier.

7.3. The basis of the Freight Forwarder's liability as principal

The Freight Forwarder as principal shall, subject to Art. 8, be responsible for the acts and omissions of third parties he has engaged for the performance of the contract of carriage or other services in the same manner as if such acts and omissions were his own and his rights and duties shall be subject to the provisions of the law applicable to the mode of transport or service concerned, as well as the additional conditions expressly agreed or, failing express agreement, by the usual conditions for such mode of transport or services.

8. EXCLUSIONS, ASSESSMENT AND MONETARY LIMITS OF LIABILITY

8.1. Exclusions

The Freight Forwarder shall in no event be liable for:

1. Valuables or Dangerous Goods unless declared as such to the Freight Forwarder at the time of the conclusion of the contract,
2. loss following from delay unless expressly agreed in writing,
3. indirect or consequential loss such as, but not limited to, loss of profit and loss of market.

8.2. Assessment of compensation

The value of the Goods shall be determined according to the current commodity exchange price or, if there is not such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and quality.

8.3. Monetary limits

8.3.1 Loss of or damage to the Goods

The provisions of Art. 7.3. notwithstanding, the Freight Forwarder shall not be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 2 SDR per kilogram of gross weight of the Goods lost or damaged unless a larger amount is recovered from a person for whom the Freight Forwarder is responsible. If the Goods have not been delivered within ninety consecutive days after the date when the Goods ought to have been delivered, the claimant may, in the absence of evidence to the contrary, treat the Goods as lost.

8.3.2. Limitation of liability for delay

If the Freight Forwarder is liable in respect of loss following from delay, such liability shall be limited to an amount not exceeding the remuneration relating to the service giving rise to the delay.

8.3.3. Other type of loss

The provisions of Art. 7.3. notwithstanding, the Freight Forwarder's liability for any type of loss not mentioned in 8.3.1. and 8.3.2. shall not exceed the total amount of 10,000 SDR for each incident unless a larger amount is received from a person for whom the Freight Forwarder is responsible.

9. NOTICE

9.1. Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing to the Freight Forwarder by the person entitled to receive the Goods when they are handed over to him, such handing over is prima facie evidence of the delivery of the Goods in good order and condition. Where such loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were handed over to the person entitled to receive them.

9.2. With respect to all other loss or damage, any claim by the Customer against the Freight Forwarder arising in respect of any service provided for the Customer or which the Freight Forwarder has undertaken to provide shall be made in writing and notified to the Freight Forwarder within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim.

Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

10. TIME BAR

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these Rules unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when failure to deliver the Goods would give the consignee the right to treat the Goods as lost. With respect to other loss than loss of or damage to the Goods the 9 months period should be counted from the time when the failure of the Freight Forwarder giving right to the claim occurred.

11. APPLICABILITY TO ACTIONS IN TORT

These Rules apply to all claims against the Freight Forwarder whether the claim be founded in contract or in tort.

12. LIABILITY OF SERVANTS AND OTHER PERSONS

These Rules apply whenever any claim is made against a servant, agent or other person the Freight Forwarder engaged for the performance of the service (including any independent contractor), whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and such servants, agents or other persons shall not exceed the limits applicable to the service concerned as expressly agreed between the Freight Forwarder and the Customer or following from these Rules.

Part III The Customer's Obligations and Liability

13. UNFORESEEN CIRCUMSTANCES

In the event the Freight Forwarder, in case of unforeseen circumstances, acts in the best interest of the Customer extra costs and charges have to be borne by the Customer.

14. NO SET-OFF

All monies due shall be paid without any reduction or deferment on account of any claim, counterclaim or set-off.

15. GENERAL LIEN

The Freight Forwarder shall, to the extent permitted by the applicable law, have a general lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Customer including storage fees and the costs of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. INFORMATION

The Customer shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the Goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods, as furnished by him or on his behalf. The Customer understands and agrees that the Freight Forwarder may use any data related to the Freight Forwarder's provision of services to the Customer for purposes other than the purpose of the Freight Forwarding Services, including the disclosure of data to third parties, provided that the data is used as "Freight Forwarder's data" only on a purely anonymized and unidentifiable, as the case may be, aggregated basis.

17. DUTY OF INDEMNIFICATION

The Customer shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

18. THE CUSTOMER'S LIABILITY

The Customer shall be liable to the Freight Forwarder for all loss or damage, costs, expenses and official charges resulting from the Customer's inaccurate or incomplete information or instructions or the handing over by the Customer or any person acting on his behalf to the Freight Forwarder, or to any other person to whom the Freight Forwarder may become liable, of Goods having caused death or personal injury, damage to property, environmental damage or any other type of loss.

Part IV Disputes and Mandatory Law

19. JURISDICTION AND APPLICABLE LAW

Unless otherwise agreed, action against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his principal place of business and shall be decided according to the law of the country of that place.

20. MANDATORY LAW

These Rules shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the Freight Forwarding Services.