

RZ CARRIER

Standard clauses for Quotation and Booking



Code:	Standard text
Standard text/quotation	Based on the given cargodetails/packinglist
Standard text/quotation	The quotation is subject to accept of your firm booking by the carrier
Standard text/quotation	Free Suez/Panama passage, the quotation is based on the assumption that the passages are not closed or inaccessible for commercial traffic
Standard text/quotation	Additional/Surcharges to apply as implemented/valid at time of shipment
Standard text/quotation	Terms and Conditions of RZ Carrier-Bill of Lading, latest Edition, which is subject to the law of the F.R.of Germany and to be determined in Hamburg. The Terms are available on request or on our web page: www.rickmers-line.com/terms_bl .
Standard text/quotation	War risk clause to apply
Standard text/quotation	All dates given are subject alteration without notice, subject to changes in rotation, other ports en-route and without guarantee and liability towards the carrier.
Standard text/quotation	Cargo to be seaworthy and in compliance with valid rules and regulations
Standard text/quotation	Subject to final packing list/details/terms
Standard text/quotation/booking	All freight rates are net-rates and subject to any government levies and taxes at place of payment.
Standard text/booking	It is hereby agreed that this contract shall be performed subject to the terms of the "RZ Carrier Bill of Lading" and this "Booking Note", which shall prevail over any previous arrangements, and is subject to the law of the F.R.of Germany, to be determined in Hamburg. The Terms are available on request or on our web page: www.rickmers-line.com/terms_bl . RZ Carrier or its agents can not be kept liable for any custom penalties and the merchant remains ultimately liable for the correct export and import of the cargo as per local regulations. Please be informed that all cargo delivered to the terminal remains on quay for the risk and expenses of the merchant. Carriers liability under full liner terms covers from tackle to tackle only. All dates given are subject to change in rotation, other ports en-route and without guarantee and liability towards the carrier. All cargo delivered via quay only, direct deliveries to be agreed. Closing in all ports 3 working days prior loading at the carries designated berth. All hazardous cargo must be approved by the Carrier prior acceptance/loading. In case any abbreviations or any comments are not fully clear to you please contact your local Rickmers-Line or RZ Carrier office or agent for clarification
Standard text/booking	The Booking is based on unhindered passage through Suez Canal / Panama Canal. If at any time before or during the voyage the Suez Canal / Panama Canal is going to be or likely to be closed for commercial traffic, or if the risk of passage at the sole and reasonable discretion of the carrier is no longer appropriate, the carrier is entitled to carry the goods by an alternative route and to charge additional reasonable freight calculated on the basis of the originally agreed freight.
Standard text/booking	"PLEASE NOTE: It is herewith further agreed that should RZ Carrier – who will perform its services exclusively on the basis of this Booking Note and the terms of the RZ Carrier Bill of Lading – be held and/or found liable to any third party in excess of its liability under this Booking Note and/or the terms of the RZ Carrier Bill of Lading and/or any other bill of lading issued by RZ Carrier in course of the performance of this contract then you will hold harmless or indemnify RZ Carrier for such excess liability including all costs and expenses incurred to defend such a claim. It is further understood that you will help and assist RZ Carrier in any possible way to defend any such claim in excess of the agreed liability."
Standard text/booking	"RZ Carrier shall not be responsible for loss or damage arising or resulting from an act, neglect or default of its people and the vessel's crew if such loss or damage is caused by an error in navigation or in the management of the vessel unless such act, neglect or default is primarily effected in the interest of the cargo. Nor shall RZ Carrier be responsible for any loss or damage caused by fire or an explosion on board the vessel. The vessel's crew in the sense of the above mentioned exclusion of liability includes the master of the vessel, its officers, the ship's crew/ team. They include further any other persons acting within the scope of the management of the vessel who are either employed by the owner of the vessel or a person who is not the owner of the vessel but employs the vessel for his own commercial purposes in the maritime trade (hereinafter referred to as Managing Owner). They include also those persons who have been allocated by a third party to the owner or the Managing Owner for the works to be done within the management of the ship's management and who have to follow the master's orders."

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Handelsregister/Commercial Register: Amtsgericht Bremen
HRA 26796 HB
Komplementärin/General Partner:
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Bankverbindung/Bank Account: A COMPANY OF ZEABORN GROUP
Deutsche Bank AG, Hamburg
IBAN: DE82 2007 0000 0076 1122 00
BIC: DEUTDEHHXXX

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		Optional subs
Q+B	101_stackable	Cargo to be stackable and overstackable.
Q+B	101a_stackgen	General cargo to be stackable and overstackable.
Q+B	102_dem RTW	Demurrage/Detention for "RICKMERS HAMBURG" CLASS RTW vessel's USD 30.000,- pdpr if not otherwise agreed
Q+B	103_dem ME	Demurrage/Detention for Rickmers Middle East/India Service vessel USD 20.000,- pdpr if not otherwise agreed.
Q+B	104_dem Charter	Demurrage/Detention for Charter tonnage to be announced.
Q+B	104a_dem RTW WB	Demurrage/Detention for RTW WB vessel's USD 17.000,- pdpr
Q+B	105_fast as vsl	Loading/dischage to be performed on basis "as fast as vessel can receive/deliver", all time, 24 hrs per day, Friday, Saturday, Sunday, Holiday included.
Q+B	106_free of oil	Used cargoes shall be free of any stainage/reminders of previous use as well as free of any oil and fat leakages and stainages. Leaking cargoes can not be carried.
Q+B	107_deck option	Deck shipment to be allowed carrier has the right to transport goods for the entire voyage or any part of on deck at shipper's risk and with correspondent remark in the bill of lading.
Q+B	108_shpmt deck	On deck at shipper's risk
Q+B	109_t/s_RTW_ME	Owner's option to discharge and reload cargo less 300ts unitweight at Hamburg or Antwerp from RTW vessel to Middle East/India Service vessel. However always with prior notice to shipper.
Q	110_t/s_general	Subject to oncarrier's and/or precARRIER's final acceptance of cargo prior to confirmation of booking
Q+B	111_t/s_japan	Basis direct or in transshipment with carriers own tonnage, in owners option, arranged without further notice
Q+B	111_t/s_deck	Deck shipment to be allowed for the on- and or precARRIER, carrier has the right to transport goods for the entire voyage or any part of on deck at shipper's risk and with correspondent remark in the bill of lading.
Q	112_sub_sail	Subject to sailing at time of shipment/cargo readiness
Q	113_sub_gear	Subject to suitable geared vessel
Q	114_sub_ops_app	Subject to operational approval for voyage – port pair
Q	115_sub_schedul	Subject that the vessel has time enough for deviation within the round the world schedule time frame.
Q	116_rtw_route	RATE BASED ON EASTBOUND ROUND THE WORLD ROUTING
Q	117_wb_route	RATE BASED ON WESTBOUND US-ASIA ROUTING
Q	118_sub_space	Subject to sufficient space available
Q	119_sub_cargo	Subject to suitable combination cargo to the port of discharge at time of shipment
Q+B	120_rlf_clause	Booking is acceptable only if consignees/ receivers confirm in writing that customs clearance and direct delivery are arranged prior to vessel's arrival. Negliance creating delay in berthing of the vessel will result in demurrage/detention. In addition to the direct delivery-clause the B/L to be clausued: "Consignees/receivers to arrange for customs clearance of their cargo prior to vessel's arrival. In case vessel is not allowed to berth due to outstanding documentation demurrage/detention of USD 25.000,- per day pro rata to be borne by receivers. Carrier reserve their right to discharge uncleared cargo at any port of their convenience."
B	121_deadfreight	This booking represents a firm contract. If shipper/contract partner fails to provide the cargo booked for the vessel / voyage (or substitute) named herein, a compensation of freight will be due to owners.
B	122_anr_mrn_no	Please note that loading permits can only be accepted if customs MRN (Movement Reference Number) is mentioned on this document
Q	123_intra_space	Subject to sufficient space available, restrictions resulting in possible shifting costs.

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		Receiving/Delivery
Q+B	301_dir_deliver	Direct Delivery-clause: Consignees/receivers to take direct delivery, as fast as vessel can deliver Waiting time to count as demurrage/detention for shippers/receivers account. Vessel must work all time, 24 hrs per day, Friday, Saturday, Sunday, holiday included.
Q+B	302_pcs+10ts	For all pieces exceeding 10 tons Consignee has to take direct delivery without waiting time to the vessel (B/L Stamp)
Q+B	303_freeberth	24hrs grace period from arrival 1 st pilot station for waiting for berth
Q+B	304_dir_loaddis	Any time lost in waiting for trailers, barges/or direct load/discharge, whether in berth or not, to be considered as waiting time and been charged with demurrage/detention as agreed.
Q+B	305_t/scustoms	The receiver of the cargo/the holder of the original Bs/L have to arrange the customs clearance at port of discharge, well in advance before of arrival of ocean vessel in port. Any delay in arranging customs clearance can create additional expenses, which are not for carriers account, and are to be born for cargoes/receivers account. (B/L Stamp)
Q+B	305a t/s_SHA	The receiver of the cargo/the holder of the original Bs/L have to prepare the customs clearance before vessel's arrival at port of discharge, and finalize the customs clearance immediately after cargo has been discharged. Any delay in arranging customs clearance can create additional expenses, like but not limited to feeder-/barge-/truck detention, which are not for carriers account, and are to be born for cargoes/receivers account. (B/L Stamp)
Q+B	306_thc_whrfg	Terminal handling charge and wharfage to be for merchants account
Q+B	307_Dockage	Dockage for barge discharge to be for merchants account.
Q+B	308_Dir_handl	The carrier will accept a direct receipt/delivery of the cargo, however in terms of cost, such like -but not limited to- waiting time of truck/trailer/barge/railcar same to be for the account of shipper's/receiver's.
Q+B	309_Dir_disch	Where direct discharge to barge or land conveyance is not agreed as per the terms of the booking note, such will be allowed, at the option of the carrier, provided there is no additional cost to carrier to perform such service. Any additional costs experienced by the carrier in complying with such request of the receiver or other interested party shall be for the account of the cargo.
Q+B	310_dir_docs	Detention to apply if cargo docs not ready and if cargo won't be brought under hook / taken away from shipside as fast as vessel can load / discharge
Q+B	310a_any_wait	Any time lost waiting for berth/ cargo/ documents to count as full detention on acct of charterer.
Q+B	311_swell&cong	24hrs grace period from arrival 1 st pilot station, any further waiting-time at POL/POD for waiting for berth/ swell to be charged with full detention on account of charterer.
Q+B	311all_swell&co	24hrs grace period from arrival 1 st pilot station. any further waiting-time at POL/POD for waiting for berth/ swell to be charged with full detention on account of charterer, but same to be divided among all charterers sharing the same port/ terminal.
Q+B	312_duties	Any truck unloading/loading, THC (Capatazia), other terminal charges, hook on/off charges, wharfages, dues, duties and taxes on cargo, including import duties, PUT, AFRMM etc. to be for Merchant's account at both ends
Q+B	313_tax&dues	Any taxes/dues on cargo and/or freight to be for charterers' account (import duties, PUT, MMRF etc.)
Q+B	315_waiting&con	Any waiting-time at the berth of POL/POD due to congestion/ swell to count as full detention on acct of charterer
	315all_waiting&	Any waiting-time at the berth of POL/POD due to congestion/ swell to count as full detention on acct of charterer, but same to be divided among all charterers sharing the same port/ terminal.

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		Cargo related subs and conditions
		<u>Heavy Lift</u>
Q+B	501_Techn_draw	Subject to full details and technical drawings of the special cargo clearly showing such as but not limited to: center of gravity, lifting and lashing points, dimensions and position and construction of cradle.
Q+B	502_spreader	Special lifting devices, others than being available on board of carrying vessel, such as spreader/beam, if needed for loading and discharge, to be supplied by shippers at their expense. Such equipment shall be certified by Lloyds Register or equivalent.
Q+B	503_One_Hook	Suitable for one hook operation, within outreach of vessel's gear, and slings of normal length.
Q+B	514_reels	Reels are to be delivered fixed on cradle. Cradle is subject to carrier's approval before booking. Cradle to have suitable lifting lugs and lashing eyes.
		<u>Boats and vessels</u>
Q+B	504_Lift_Lugs	The yacht/boat to be delivered by the shipper alongside the carrying vessel within reach of the crane(s) in a condition fit for carriage on an ocean vessel and equipped with suitable lifting points for crane operation and lashing points of sufficient staunchness and load capacity, suitable for fastening the yacht/boat for carriage on or under deck, as the case may be.
Q+B	505_SuezTransit	Transit costs for the yacht at Suez canal is included in seafreight upto 299 Suez grt. Any higher Suez grt will cause additional charges which are to be born by charterers
Q+B	506_wgt_cert	For yachts/boats exceeding 100 tons weight, charterers have to supply carrier certificate of weight for the yacht, clearly stating empty weight as well as approximate weight of stores and remaining fuel and others.
Q+B	507_Empty_tanks	Fuel, ballast and freshwater tanks or similar to be empty.
Q+B	508_Dir_handl	Special lifting devices, necessary for safe loading and discharge operations, e.g. (but not limited to) suitable spreaders/beams, other than such available on board the carrying vessel, to be timely supplied by the shipper for operations at the loading port and by the shipper or consignee/receiver, as the case may be, at the discharge port, at their respective sole responsibility and expense. Such equipment shall be certified by Lloyd`s Register or equivalent certifying body. It is also the obligation of the shipper at its sole responsibility and expense to timely supply suitable protection materials for the coating, hull and machinery of the yacht/boat, such as soft fabrics and hard-foam blocks etc., if the shipper deems this necessary or advisable. The same obligation shall attach to the consignee/receiver for cargo operations at the discharge port.
Q+B	509_Cradles	Shipper to supply suitable "ready to use"-cradles which being certified by Lloyds Register or equivalent. Receivers are responsible to receive cradle together with the yacht/boat.
Q+B	510_Divers&Del	The responsibility and expense of delivering the yacht/boat alongside the carrying vessel and preparing for lifting on board (including but not limited to hooking on and off and shore based stevedore assistance such as diver assistance etc.) are exclusively those of the shipper and the responsibility and expense of preparing the yacht/boat for lifting off the vessel at discharge port (including but not limited to hooking on and off and shore based stevedore assistance such as diver assistance etc.) are exclusively those of the shipper or consignee/receiver, as the case may be. The responsibility of the shipper and the consignee/receiver as aforesaid shall include, but not be limited to, the choice of suitable slings and blocks (if any) and soft fabrics and the placing thereof at the yacht's/boat's hull. Any contractual obligation of the carrier towards the shipper in the context of the agreement to carry the yacht/boat within the context of the term "hook-hook" shall commence at the point in time when the vessel's crane starts to carry the weight of the yacht/boat at loading and shall end at discharge at the point in time when the vessel`s crane ceases to carry the weight of the yacht/boat and the contractual obligations from the contract of affreightment and/or the bill of lading shall not extend to any preparation of the yacht/boat for such lifting on or off the vessel.
Q+B	511_Sub_draw	Subject to full details and technical drawings clearly showing such as but not limited to: center of gravity, lifting and lashing points, dimensions and position and construction of cradle, lifting areas for belt operations, any kind of fins/spoilers on outside and bottom. Charterers to supply any kind of protections like plastic hard foam blocks to protect spoilers/fins.
Q+B	512_Markings	Lifting areas shall be clearly marked by charterers on outside of yacht/boat by colored glue tape.
Q+B	513_EPIRB	Shipper to confirm whether or not the yacht is fitted with an EPIRB (Emergency position indicating radiobeacon). If so, it is shipper's responsibility that the EPIRB is being deactivated (if possible) or secured safely to avoid sending accidentally distress signals.
Q+B	514_Load_Master	The shipper must timely appoint a shippers' representative at the loading port, responsible, on behalf of the shipper, for the preparation of the yacht/boat for the lifting on board the vessel, including, but not limited to, the provision and arrangement of suitable lifting gear, e.g. spreader/beam, slings, soft fabrics for the protection of the yacht's/boat's coating and blocks for the protection of the yacht's/boat's hull and machinery as well as the adequate and safe attachment of the lifting gear to the yacht/boat and the instruction, on behalf of the shipper, of divers, yacht's/boat's crew and other personnel for this purpose, who are solely the servants of the shipper. Likewise, the consignee/receiver of the yacht/boat shall appoint a representative at the discharge port - failing which this obligation shall be that of the shipper - to prepare the yacht/boat for lifting off the vessel, with the same responsibility as set out above regarding the shipper's representative at

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		loading. None of the aforementioned activities fall within the scope of duties of the carrier, who will not give any instructions or advice regarding the preparation of the yacht/boat for lifting, in particular not to the divers or other servants of the shipper or consignee/receiver for the use of spreaders/beams and the placing of slings, blocks, soft fabrics, etc..
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		<u>Pipes</u>
Q+B	701_Straight	Straight and uncoated steel pipes
Q+B	702_No restric	No handling and/or stowage restrictions, stackable / overstowable, without tier limitations
		<u>Steels</u>
Q+B	717_sepa>12m	All steel exceeding 12m length to be delivered separated, if not sorting out will be for account of cargo.
		<u>Shipper's own Container</u>
Q+B	703_ISO	ISO Standard, with valid CSC Plate
Q+B	704_OT	Open Top Container to be shipped on deck at shipper's risk and with correspondent remark in the bill of lading.
Q+B	705_In_gauge	Open Top and/or Flat rack in gauge

		<u>Dangerous goods – IMO Cargo</u>
Q+B	706_OpsAppr	Subject to Operational approval for vessel/voyage port pair
Q+B	707_DGD	Dangerous goods declaration to be presented 48 hrs prior to delivery of cargo at port of loading
Q+B	707A_IMDG_cl	Carriage of Dangerous Goods on RZ Carrier vessel: In case of failure to fully comply with the present IMO Rules and Regulations RZ Carrier GmbH & Co KG (RZC) may refuse to load or to be forced to not load any cargo tendered for which we have not received the required IMO Documents (duly signed/stamped Dangerous Cargo Declaration as well as the Container Packing Certificate resp. coload Declaration where applicable) Any and all costs or damages incurred by RZC arising out of or relating to cargo which is subject to the IMO Rules and Regulations which is not loaded due to the non-receipt of timely and accurate documentation/information from the Merchant shall be for the account of the Merchant/Cargo and RZC will not be responsible for any claims of whatsoever nature arising out of the failure to load said cargo. In the event that a shipper with or without prior notice tenders cargo to RZC which is found (while in care of RZC) to be IMO classified, that shipper shall be held fully responsible for all costs or charges which may be incurred in the delivery, disposal or subsequent re-shipment, penalties and fines of said cargo.

Trade related subs and conditions

		<u>US 24 HRS Rule</u>
Q+B	708_AMS	Cargo declaration as per US customs 24hrs advance rule
Q+B	709_AMS/FROB	Cargo declaration as per US customs 24hrs advance FROB rule
		<u>Canada 24 HRS Rule</u>
Q+B	710_ACI	Cargo declaration as per Canadian customs 24hrs advance rule
Q+B	711_ACI/FROB	Cargo declaration as per Canadian customs 24hrs advance FROB rule
		<u>Haiphong</u>
Q+B	712_Haiphong	Cargo to be discharged at Haiphong roads directly onto receiver's barges basis as fast as vessel can deliver. Any waiting time for the ocean vessel will count as detention at usd 30.000,-pdpr
		<u>Thailand Ports</u>
Q+B	713_ThaiWharf	Freight excludes terminal receiving charges and general cargo wharfage both ends
		<u>China 24 HRS Rule</u>
Q+B	714_CustCn	Container Cargo declaration as per Chinese customs 24hrs advance rule
		<u>Mexico 24 HRS Rule</u>
Q+B	715	cargo declaration as per Mexican customs 24 hrs advance rule
Q+B	716	cargo declaration as per Mexican customs 24 hrs advance FROB rule
		<u>War risk clause</u>
		In the event of the Carrier's insurance increasing the war risk surcharge on all vessels transiting any areas excluded by underwriters the carrier reserves the right without prior notice to the merchant to impose an additional extra risk surcharge. The surcharge is payable whether or not the carriage has commenced and freight is prepaid or collect.