

# MOL Europe Tariff Rule

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## **SECTION 1**

### **1. GENERAL AND NON-FREIGHTING RULES**

#### **1.1 GENERAL CONDITION AND AUTHORITY**

This Tariff is compiled by **Mitsui O.S.K. Lines, Ltd.** (hereinafter referred as **MOL or the Carrier**) who shall be the sole arbiters as regards the interpretation of rates of freight descriptions, terms and conditions incorporated therein.

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## **1.2 GENERAL RULE**

### **1.2.1 GENERAL PREAMBLE**

The Tariff covers goods accepted for carriage on board any vessel belonging to, or operated by MOL whether the vessels are fully cellular container ships, combination (combo) ships or conventional ships.

The rules, terms and conditions in this tariff shall apply to all FCL shipments.

All LCL or CFS as mentioned in this tariff are subject to acceptance of carrier in advance.

Freight rates are not contained in this tariff. Details of the carrier's common tariff rates applicable to carriage of the goods within the scope of this tariff are available at the carrier's office in Europe and Asia. The tariff also provides terms and conditions for inland operations (where permitted) and feeder services associated with the combined container transport concept (where permitted).

These Tariff Terms and Conditions are subject to the terms and conditions of the Carrier's Bill of Lading applying at the date of acceptance of the goods. They are subject to amendments published from time to time.

### **1.2.2 GEOGRAPHICAL SCOPE and SUB SCOPES**

The Geographical Scope covered in this tariff is between the ports in Europe (as specified in Group 1 hereunder) and the ports in those countries as specified in other Groups listed hereunder. (but not between the each other among group 2 to 6)

#### **GEOGRAPHICAL SCOPE**

##### **Group 1 (Countries in Europe / North Africa)**

Albania, Algeria, Armenia, Austria, Belgium, Bosnia, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Georgia, Germany, Greece,, Ireland, Italy, Latvia, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Syria, Tunisia, Turkey, UK, Ukraine, Yugoslavia, Canary Islands

##### **Group 2 (Countries in North Asia)**

Hong Kong Japan, Korea, People's republic of China, Republic of Taiwan,

##### **Group 3 (Countries in South East Asia)**

Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Vietnam

##### **Group 4 (Countries in West Asia)**

Bangladesh, India, Pakistan, Sri Lanka

##### **Group 5 (Countries in Middle East)**

Israel, Lebanon, Saudi Arabia

##### **Group 6 (Countries in Oceania)**

Australia, New Zealand, Papua New Guinea

### 1.2.3 TERMINOLOGY AND ABBREVIATIONS

**Carrier: Mitsui O.S.K. Lines, Ltd. (MOL)**

**Carrier Haulage:** (where permitted) The inland transport service which is offered by the Carriers under the Terms and Conditions of this tariff and the Carrier's Bill of Lading.

**Container:** Denotes an item of equipment, so defined by the International Standards Organisation, for the carriage of cargo by the transport services covered by this tariff. These containers are provided by the Carrier, but Merchant supplied containers may also be accepted by the Carrier, subject to the provisions of this tariff.

**Container Freight Station (CFS):** An installation at which LCL traffic is received from the Merchant by or on behalf of the Carrier for packing into a container and/or at which LCL traffic is delivered by or on behalf of the Carrier to the Merchant after unpacking from a container.

**Container Yard(CY):** An installation at which FCL traffic and empty containers are received from or delivered to the Merchant by or on behalf of the Carrier.

**Date of Availability:** Date on which cargo is available for collection by Merchants at a CFS or CY. Date of availability is also used as a commencing point for calculating free storage time at a CFS or CY.

**Demurrage:** The charge imposed for cargo and/or equipment kept beyond the freetime allowed for taking receipt of cargo in the port/terminal/CY.

**Detention (where applicable):** The charge the Merchant pays for detaining Carriers' containers/chassis beyond the prescribed freetime period.

**Empty Container Depot (ECD):** A designated place, other than CY or CFS, from which empty containers may be drawn from the Carrier for Merchant Haulage: to which Merchants may return empty containers to the Carrier under Merchant Haulage. It must be understood that no cargo whatsoever shall be handled, received or delivered at such ECD's.

**FCL (Full Container Load):** A general reference for identifying container loads of cargo loaded at and/or discharged from Merchants' premises.

**FCL/FCL:** A container load of cargo, the Merchant being responsible for packing and unpacking the container.

**FCL/LCL:** A container load of cargo which the Merchant is responsible for packing into the container and the Carrier is responsible for unpacking from the container.

**Freight Ton:** A unit for freighting cargo according to weight and/or cubic measurement.

**Goods:** The cargo accepted from the Shipper, including any container, flat, pallet or similar transit appliances not provided by the Carrier.

**LCL (Less than Container Load):** A general reference identifying cargo in any quantity intended for carriage in a container, where the Carrier is responsible for packing and/or unpacking the container.

**LCL/LCL:** Cargo in any quantity for carriage in a container, the Carrier being responsible for packing and unpacking the container.

**LCL/FCL:** A shipment of cargo which the Carrier is responsible for packing into the container and the Merchant is responsible for unpacking from the container.

**LCL Service:** The charge (or total of charges) payable by the Merchant for:-

(a) Receipt of export LCL goods at the CFS by the Carrier and for their subsequent storage and handling in accordance with Carriers' instructions.

(b) Receiving import LCL goods from the Carrier and for their storage and handling before release to the Merchant.

(c) Associated documentation arising from (a) and (b).

**Measurement Ton:** A ton of one cubic metre.

**Merchant:** For cargo carried under the terms and conditions of this tariff and the Carrier's Bill of Lading, means any trader or persons (eg Shipper, Consignee and including anyone acting on the Merchant's behalf), owning or entitled to possession of the goods, or of the Bill of Lading.

**Merchant Haulage:** Inland transport of cargo in containers arranged by the Merchant. It includes empty container moves to/from handover points in respect of containers released by the Carrier to Merchants. Carriers' responsibility under the Bill of Lading does not include the inland transit legs under Merchant Haulage.

**Multiple Bills of Lading FCL:** The term used to describe a series of Bills of Lading issued on a part cargo basis, covering all the goods in a single container.

**Terminal:** The wharf, dock or berth at which containers are loaded into or discharged from the carrying vessel.

**Terminal Handling Charge:** A charge payable by Merchants for:-

(a) The Carrier receiving and storing export containerised cargo/cargo for containerisation at the Terminal and presenting it to the loading of sea carriage.

(b) The Carrier receiving import containerised cargo and arranging its storage at the Terminal and movement in Terminal from sea carriage.

(c) Associated documentation / cost from (a) and (b) above.

**Weight Ton:** A ton of 1000 kilos.

## LIST OF ABBREVIATIONS

Ad Val.	Ad Valorem
B/L	Bill of Lading
BAF	Bunker Adjustment Factor
bdle(s)	Bundle(s)
C.	Celsius (Centigrade)
CAF	Currency Adjustment Factor
cbm	Cubic Metre
CFS	Container Freight Station
cm(s)	Centimetre(s)
CSP	Container Service Port
CY	Container Yard
dia.	Diameter
ea.	Each
F.	Fahrenheit
FP	Flashpoint
fob	Free on Board
ft.	ton Freight Ton
IMDG	IMCO International Maritime Dangerous Goods (Code)
IMO	Inter-Governmental Maritime Organisation
incl.	Including
ISO	International Standards Organisation
kgs	Kilogrammes
m	Metre
M	Measurement
max.	Maximum
min.	Minimum
mm	Millimetre(s)
n/e	Not Exceeding
NOE	Not Otherwise Enumerated
NOS	Not Otherwise Specified
OP	Outport
pft	Per Freight Ton
pkg(s)	Packages
ptw	Per Ton Weight
TCSP	Through Container Service Port
Teu/Teq/Tfe	20 Foot Equivalent Unit
THC	Terminal Handling Charge
W	Weight
W/M	Weight/Measurement
%	Percent

**Note:** All LCL or CFS as mentioned in rule subject to acceptance by MOL or its agent locally.

## **1.3 BILLS OF LADING**

### **1.3.1 GENERAL TERMS**

The tariff terms and conditions are subject to those of the Carrier's Bill of Lading, applying at the date of acceptance of the goods. Non-negotiable Way Bills are issued at **MOL's** discretion.

### **1.3.2 BILL OF LADING DESCRIPTION**

#### **(a) FCL/FCL and FCL/LCL Shipments**

In the case of Merchant packed containers, the Bill of description of the cargo will be along the following lines: '..... container(s) No(s) said to contain'

Carrier's Bill of Lading may however state that a specific number of packages has been received for shipment provided that an Inspector, approved by the Carrier, has attended the place at which the container was packed for the full duration of the packing. When completed he must affix his seal to the container doors or other closure points and issue his formal Certificate detailing the marks, numbers, quantity and description of the packages loaded and confirming the accuracy of the load and the count. The Inspector's fees for this service are for the account of the Merchant and must be paid direct to the Inspector.

#### **(b) LCL and Uncontainerable Shipments**

When Shippers wish the number of items or pieces contained in individual packages (bundles, bales, cartons, cases etc.) to be shown, Bills of Lading will be issued for '..... Packages said to contain.....items/pieces'.

### **1.3.3 COMBINED SHIPMENTS UNDER ONE BILL OF LADING**

#### **(a) Combined shipments from one shipper to one consignee of:**

- (i) FCL/FCL and FCL/LCL from different inland places of acceptance, or**
- (ii) FCL containers and LCL cargo, or**
- (iii) FCL and/or LCL and Uncontainerable cargo may be effected under a single B/L subject to the following conditions:**

#### **(b) Shipment is effected from one port of loading**

#### **(c) FCL/FCL and FCL/LCL**

This cargo at each place of acceptance must be FCL. Individual places of acceptance of the containers will be recorded in the Bill of Lading. All containers/cargo covered by the Bill of Lading must be for delivery at one and the same CY and/or CFS.

#### **(d) FCL Combined with LCL**

Containers/cargo must be delivered to the Carriers' CY/CFS at one port of loading (in UK appropriate CY/CFS area) and will be released at one port of destination (in the UK, appropriate CY/CFS area).

#### **(e) FCL and/or LCL Combined with Uncontainerable Cargo**

FCL or LCL cargo must be delivered to the Carriers CY/CFS and breakbulk cargo delivered alongside the vessel at one Port of Loading. The cargo will be released at one port of destination.

(f) Wheresoever available, Carrier Haulage for the FCL cargo may be offered.  
(g) The individual numbers of FCL containers and the separate measurements/weights of LCL and Uncontainerable cargo will be indicated clearly in the B/L together with the places of acceptance if different. The LCL cargo will not be subject to minimum ocean freight charge (but for Hitchment Bills of Lading - refer); it will however be subject to minimum LCL service charge. The B.B. cargo will not be subject to minimum ocean freight charge (but for Hitchment Bills of Lading – refer).

(h) The facility of Multiple Bills of Lading i.e. covering part cargoes in an FCL container, will be available at Carrier's discretion on:-  
FCL/FCL and FCL/LCL shipments from different places of acceptance.

In all other respects the tariff provisions will apply as though separate Bills of Lading had been issued from each place of acceptance.

#### **1.3.4 HITCHMENT (LINKED) BILLS OF LADING COVERING MORE THAN ONE PORT OF LOADING**

The following arrangement applies for shipments from Scandinavia, North Continent and Japan only:-

If requested by Shippers and at the discretion of the carrier, Cargo from Different Loading Ports and destined for one port of destination, may be included in one Bill of Lading subject to the following conditions:-

(a) The Bill of Lading is dated and released only after the total Bill of Lading quantity has actually been loaded on board.

(b) The Bill of Lading must include full details, Container Numbers, Weight/Measurement as appropriate and a clear indication of individual places of Acceptance/Ports of shipment at which each parcel has been Accepted/Shipped.

Only one Shipper and one Consignee to be shown in the Bill of Lading.

CAF and other charges should be stipulated separately.

All the Tariff provisions shall apply as though separate Bills of Lading had been issued from each place of acceptance/port of loading. In respect of minimum ocean freight on LCL and BB cargo the following will apply:-

(a) Hitchment B/L with LCL or Uncontainerable(Uncon) cargo but with no FCL, LCL (or Uncon) minimum freight will be charged per each place of acceptance/port of loading where the quantity loaded is below minimum freight level

(b) Hitchment B/L with LCL or BB cargo and FCL

One Hitchment Bill of lading may cover:-

(i) LCL (or Uncon) minimum quantity loaded at one port, and FCL loaded at another port. A minimum would apply on the LCL (or BB) cargo (LCL cargo also subject to minimum LCL Service charge).

- (ii) LCL (or BB) minimum quantity plus FCL loaded at one port, and further consignment loaded at another port.

The minimum would not apply on the LCL (or BB) cargo (but LCL cargo subject to minimum LCL Service charge).

Cargo accepted for shipment from one port cannot be combined in the same container with cargo accepted for shipment from other Ports. FCL, LCL, and Uncon Cargo can be accepted in one hatchment Bill of Lading. Delivery of FCL and LCL Cargo must be at one and the same CY and/or CFS.

### **1.3.5 DATING**

Received for shipment Bills of Lading will be issued and dated not earlier than the date of acceptance of the goods by the Carrier.

Shipped Bills of Lading ('shipped on board' endorsements) will be issued and dated not earlier than the date of commencement of loading of the ocean or feeder vessel.

### **1.3.6 MULTIPLE BILLS OF LADING**

#### **1.3.6.1 Definition**

When Bills of Lading cover part cargoes in one container, the full series of Bills of Lading for all the cargo in the container is known as 'Multiple Bills of Lading'.

#### **1.3.6.2 General Conditions**

Freight for all B/L within a multiple set must be either prepaid or collect.

Each set of multiple Bills of Lading will be under clause as:

'One of .....part cargoes in this container.'

No individual Bill of Lading will be subject to minimum freight.

#### **1.3.6.3 Special Conditions FCL/FCL**

Each set of Bills of Lading will show one and the same Shipper, one and the same place of acceptance, one and the same place of delivery and one and the same Consignee.

Multiple Bills of Lading shown 'to order' may be issued in respect of FCL/FCL shipments on the understanding that Consignees, when declared, will be one and the same (not necessarily one and the same notify party). However, in the event that different Consignees are declared the contents of the container(s) will be regarded as LCL cargo.

#### **1.3.6.4 Special Conditions FCL/LCL**

When goods have been packed into the container not in the presence of an Inspector in accordance with rule 1.4.2 on page 13, each set of Bills of Lading will be under clause of:

'The Goods detailed herein are said to comprise part of the contents of the container indicated. If the Carrier is required to deliver the goods to more than one Merchant and if all or part of the total cargo within the container consists of bulk goods or unappropriated goods or is or becomes mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to goods within the container shall take delivery thereof (including any damaged portion thereof) and bear any shortage thereof in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.'

Each set of Bills of Lading must show the same Shipper the same place of acceptance and the same place of delivery, except as noted below.

Multiple sets of Bills of Lading covering FCL/LCL movements can be issued when the individual consignments are destined for different places of delivery providing the Container is unpacked at one CFS. Freight and other charges will be levied on the basis of the final destination. For cargo where oncarriage is to an area which does not take a transport additional an additional \$20 W/M nett no CAF/BAF will be charged.

For UK destinations a maximum of two UK CFS's may be included.

If no oncarriage service exists between the point where the container is unpacked and the outport(s), the Line will advise the Merchant who must either accept responsibility for all costs the Carrier incurs in arranging transport to the outport(s) or arrange to collect the cargo himself from the CFS and pay any storage charges involved (without the benefit of free time).

#### **1.4 CONSOLIDATION BY CARRIER - LCL/FCL**

A single Merchant must give the instructions to consolidate (hereafter called: 'The Controlling Merchant').

##### **1.4.1 THE CONTROLLING MERCHANT MUST NOTIFY THE CARRIER.**

- (a) Which consignments are involved.
- (b) Who is responsible for delivering them to the C.F.S.
- (c) What action is required if there are goods in excess of the quantity that can be packed into the container.
- (d) Who is responsible for paying L.C.L. Service Charges and any other charges due for C.F.S., documentary of official (e.g. Customs) services.
- (e) Who is responsible for paying ocean freight.
- (f) To whom the Bills of Lading should be released.

##### **1.4.2 THE CONTROLLING MERCHANT IS RESPONSIBLE FOR:-**

- (a) Payment of any freight or charges due but unpaid at the time delivery is offered.
- (b) For surrendering to the carrier either the appropriate B/L properly endorsed to his favour or Delivery Orders to his favour for the complete contents of the container.

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## **SECTION 2**

### **2. TERMINAL OPERATIONS AND INLAND HAULAGE ARRANGEMENTS**

#### **2.1 TERMINAL OPERATIONS**

##### **2.1.1 ACCEPTANCE OF GOODS BY THE CARRIER**

Following their handing over and acceptance, Goods will normally move by the vessel for which the cargo is booked.

For documentary purposes the date of acceptance of the goods shall be taken to be the day on which the last item of cargo in the Bill of Lading lot was received for shipment by the Carrier.

The name of the consignee or notify party must be declared otherwise consignments cannot be accepted for carriage.

##### **2.1.1.1 Cargo Receiving Period**

Subject to prior written request by merchant, the carrier may agree to receive shipment before the start of advertised receiving period for the intended vessel at the terminal where designated by the carrier. The merchant shall agree that the carrier shall not be responsible for any damage and loss of cargo during storage of such shipment.

And, when the carrier so agrees and if cargo is delivered before the start of the advertised receiving period for the intended vessel, then storage charges will be levied as follows until the official receiving period commences:-

LCL Goods will be stored at Merchant's risk, with rent and other charges being for Merchant's account

FCL Goods will be stored at Merchant's risk and at the charges as applied for demurrage in Section 2 (rule 2.1.5) without the benefit of free-time

The above system also applies when shipment is delayed at Merchant's request.

##### **2.1.1.2 Cargo Stopped in Transit**

If for any reason cargo is stopped in transit by the Merchant, the Merchant must give prompt instructions for their alternative delivery at his expense. If the Merchant fails to do so the Goods will be removed and stored at the Merchant's sole risk and expense, and in the case of FCL Goods, will in addition become liable to the charges for demurrage of FCL goods specified in Section 2 (rule 2.7) without the benefit of free-time.

##### **2.1.2 DELIVERY OF GOODS BY THE CARRIER**

###### **2.1.2.1 Dangerous or Obnoxious Cargo**

The Merchant must take delivery of FCL or LCL Dangerous or Obnoxious Goods at the time notified by the Carrier. If the Merchant fails to remove or accept delivery at such time, the Carrier will be entitled to make such arrangements, at the Merchant's risk, as the Carrier considers necessary depending on the nature of the Goods. The Merchant will reimburse the Carrier for all costs so incurred.

### **2.1.2.2 LCL Cargo**

Storage charges incurred (if any) will be for account of the cargo. Details of Free Storage Time allowed and the charges levied at each port shall be in accordance with the custom of the port/CFS or as otherwise shown.

### **2.1.2.3 Delayed Acceptance of FCL Goods from Container Yards (except Dangerous or Obnoxious Cargo)**

If the Merchant does not take delivery of FCL cargo from a Container Yard within the free storage time appropriate to the port concerned, he will be liable for demurrage/storage charges as indicated in Section 2 (rule 2.7).

If after the expiry of free storage time, as defined, the Merchant has failed to remove or accept delivery of the Goods, the Carrier shall be entitled, after having advised the Merchant, at the Merchant's risk, to unpack the Container and place the Goods into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

### **2.1.2.4 Split Deliveries**

If at his discretion the Carrier accepts a Consignee's request for a Bill of Lading quantity to be split into less than Bill of Lading lots, all additional costs will be for Consignee's account.

This facility is available only for LCL Goods.

## **2.1.3 TERMINAL HANDLING CHARGES**

The Terminal Handling Charge (THC) is payable by the Merchant:-

- (a) For receiving and handling an export container at the Terminal and presenting it to the vessel/feeder for loading on sea carriage.
- (b) For receiving an import container from the vessel, its handling and delivery at the Terminal.
- (c) For attending to associated documentation / cost from above.

Terminal Handling Charges have been earned from the date on which the cargo is received by the Carrier and irrespective of the terms of sale between buyer and seller are payable:

- (a) Unless other specific arrangements are made between the buyer/seller, Export THC must be prepaid in the country of origin/port of loading prior to issuing the Bill of Lading, irrespective of whether ocean freight and associated destination charges are on a freight collect basis.
- (b) Import THC must be paid prior to release of the cargo.
- (c) THC's may be paid in a freely remittable currency (see rule 3.2.3) other than the currency quoted in the tariff.

Bills of Lading will show whether import THC has been paid or is due.

Rules 3.3.1 and 3.3.2 cover notice of changes/implementation in the levels of charges.

Quantum of applicable THC is available at MOL's local office in Europe and Asia, or found on THCs Table as separately and electronically published on MOL's web site.

#### **2.1.4 LCL SERVICE CHARGES**

The LCL Service Charge (LCL SC) is payable by the Merchant:

- (a) For the Carrier receiving export LCL cargo at the CFS from the Merchant and for their subsequent handling.
- (b) For handling of import LCL cargo by the Carrier at the CFS and its subsequent release to the Merchant.
- (c) For attending to associated documentation.

Basis of Application:

Where LCL SC are shown:

- (a) 'Per 1000 kilos or per cbm' the basis for charging shall be the same as used for calculating the ocean freight.
- (b) 'Per 1000 kilos' only then this basis applies irrespective of the basis on which ocean freight is charged.

LCL SC have been earned from the date on which the cargo has been received at the CFS on behalf of the Carrier and irrespective of the terms of sale between buyer and seller are payable:

- (a) Export LCL SC must be prepaid in the country of origin/port of loading prior to issuing the Bill of Lading, irrespective of whether ocean freight and associated destination charges are on a freight collect basis.
- (b) Import LCL SC must be paid prior to release of the cargo.
- (c) LCL SC's may be paid in a freely remittable currency (see rule 3.2.3) other than the currency quoted in the tariff.
- (d) Minimum LCL SC per Bill of Lading - One ton weight or measurement as applicable, unless otherwise indicated.

Bills of Lading will show whether import LCL SC has been paid or is due.

Rules 3.3.1 and 3.3.2 cover notice of changes/implementation in the levels of charges.

#### **2.1.5 DEMURRAGE AND STORAGE GENERAL**

##### **2.1.5.1 Demurrage**

Is the charge imposed for equipment including its storage kept beyond the freetime allowed for taking receipt of cargo in the port/terminal/CY. It normally commences following the freetime period given after the cargo date of availability.

Full details of these times and charges for individual ports/areas will be found at the Local MOL Office adjacent to such ports/areas.

If after a period of seven days from the expiry of free storage time as defined above, the Merchant has failed to remove or accept delivery of the cargo, the Carrier shall be entitled, at the Merchant's risk to unpack the container and place the cargo into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

### **2.1.5.2 Phased Delivery Demurrage Freetime**

Where these freetimes are shown, they apply for the number of containers concerned on one or more Bills of Lading shipped in one vessel and discharged at one port for delivery to, or to the order of, one Consignee or Notify Party at one place of delivery.

### **2.1.5.3 Increases/Reductions to Demurrage Charges**

Increases/reductions will apply immediately from the effective date notified.

The revised charges will apply from the effective date to cargo and/or equipment already on Demurrage.

## **2.2 CARRIER (WHERE PERMITTED) AND MERCHANT HAULAGE - GENERAL RULES**

These Rules and Conditions are additional to the General Rules and Conditions set out in Section 3 of this Tariff, and those applicable to cargo accepted under the Carriers Combined Transport Bills of Lading.

For definitions of terms used refer to Section 1.

### **2.2.1 BORDER COSTS, TAXES ETC.**

Irrespective of how transport is performed, Border Costs or Taxes, etc are always for account of the cargo. Merchants are responsible for providing all documents including special documents e.g. Health Certificates, Certificates of Origin, Licences, etc arising from routing of cargo across Borders. Merchants will be responsible in the event of any delay incurred in providing such documents, for all costs incurred (e.g. detention charges where applicable).

### **2.2.2 CUSTOMS' CLEARANCE**

Whenever Merchants request Customs' Clearance of the cargo all costs involved, including those resulting from delays will be borne by the cargo as per official tariffs (except where the delay has arisen from the fault or neglect of the Carrier). No additional freetime is granted for customs clearance.

## **2.3 CARRIER HAULAGE (WHERE PERMITTED) GENERAL RULES**

The following rules apply when the Carrier (where permitted) undertakes at the Merchant's request, the inland transport of containers moving under Combined Transport Bills of Lading.

Carriers' Inland Haulage Tariffs only include the normal costs for performing the transport (see rule 2.3.3 covering additional services and charges).

### **2.3.1 TRANSPORT CHARGES**

#### **2.3.1.1 FCL Containers**

Inland Charge will be levied for the transport of a container between the Place of Acceptance/Delivery shown in the Combined Transport Bill of Lading and the Container Yard/Terminal.

### **2.3.1.2 LCL Cargo**

LCL carrier haulage may not be offered by the carrier, unless otherwise specified in other part of rule 2.3.

### **2.3.1.3 Inland Haulage Charges (where applicable) – Payment**

(Where applicable) Inland Haulage Charges have been earned and are payable from the time that the Merchant gives and the Carrier accepts instructions to undertake Carrier Haulage (where permitted) At the Merchant's option they may be paid:

- (a) Together with the ocean freight, or
- (b) For the charges incurred in the country of export, separate from the freight but in any event within such period as the carrier may specify, or
- (c) For charges incurred in the country of import separate from the freight but in any event within such period as the Carrier may specify.

Bills of Lading will indicate whether any Inland Haulage Charges incurred are due or have been paid.

Merchants are referred to Rule 3.3.1 for details of notice of changes in the levels of rates.

### **2.3.1.4 Quotations**

The MOL Inland Haulage Tariffs will be maintained on a 'refer' basis.

The effect of a 'refer' tariff system is that any enquiry received from a Merchant for a rate is answered by an indication of what that rate might be. The rate does not become a firm and binding quotation until a firm booking is made by the Merchant for a particular consignment to a specified place. The reason for this is that the costs of inland haulage services can increase at extremely short notice.

### **2.3.1.5 Equipment Freetime & Detention Charge**

Containers delivered by the Carrier for packing (exports) or Unpacking (imports) under Carrier haulage must be made available for receipt by the Carrier in accordance with the MOL's Equipment Interchange Agreement, or the rule of Equipment Free Time and Detention charge, Waiting Time Charge, and any other charges as set forth by MOL.

Detail of the Equipment Free Time, Detention Charge and Waiting Time Charge are available at Local MOL office adjacent to the location where carrier haulage is arranged.

## **2.3.2 CHANGES IN RATES AND CHARGES**

### **2.3.2.1 Standard Procedures**

- (a) (Where applicable) No inland tariff amendments (up or down) will be applied retrospectively.
- (b) The Local MOL Office will give both the dates of announcement and implementation in their notice of change.

(c) Tariff increases/reductions are to be applied in accordance with rule 3.3.2 except as noted below:-

Detention Charges (where applicable)

Increases/reductions will apply immediately from the effective date notified.

The revised charges will apply from the effective date to equipment already on Detention/Waiting Time.

Waiting Time Charges (where applicable)

Increases/reductions will apply immediately from the effective date notified.

The revised charges will apply from the effective date to equipment already on Detention/Waiting Time.

### **2.3.2.2 AREAS WHERE CARRIER HAULAGE AVAILABLE/NOT AVAILABLE**

Carrier Haulage is offered to Merchants at Carrier's sole and individual discretion within the following territories but subject to Carrier's agreement and actual feasibility on service and charge.

**European Countries :** Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Italy, Latvia, Luxemburg, Netherlands, Norway, Poland, Portugal, Russia, Slovakia, Spain, Sweden, Switzerland, UK,

**Countries in Asia(Group 2&3 only) :** Carrier Haulage is not offered, except only where and when MOL so agrees to offer carrier haulage.

**Countries in Other area :** Carrier haulage is not offered.

### **2.3.3 ADDITIONAL SERVICES AND CHARGES**

Carrier's Inland Haulage Tariffs (where applicable) only include the normal costs for performing the transport with equipment generally used for this kind of operation on the shortest possible route during normal working days and working hours; such charges are minimum charges.

Should for any reason:

(a) The Merchant require the Carrier to use other equipment, choose routeing other than that normally used, ask for any kind of additional services or require transportation beyond normal working and working hours, or

(b) By reason of the nature of the contents of the container(s), the Carrier incurs any additional costs for and during the movement of such container(s). Then the cost of such additional services/charges will be for the Merchant's account on a cost recovery basis.

### **2.3.4 MULTI-STOPS**

Multi-stop facilities can only be offered under agreement of carrier and real service level.

All involved real/additional cost shall be account of and recovered from Merchant.

Applicable charges and quantum are available at the local MOL's office adjacent to the location, and may vary without notice.

### **2.3.5 PACKING/UNPACKING OF CARGO INTO/FROM CONTAINERS – MERCHANT'S RESPONSIBILITY**

The Merchant has sole responsibility for the packing/unpacking of the cargo, into/from the Container and the Carrier shall be under no liability for loss or damage to the cargo, or for any personal injury or loss or damage to any property arising out of such operations. In the case of road transport, the driver is not authorised to act in any way on behalf of the Carrier. If, for any reason, the driver takes part in the packing/unpacking operation, he does so solely on behalf of the Merchant.

No supervision or advice as regards the packing/unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities.

The Merchant is responsible for ensuring that the appropriate seal, as supplied by the Carrier, is properly affixed to the loaded container before it leaves his premises.

The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

### **2.3.6 CONDITION OF CARRIERS EQUIPMENT**

Refer to Rule 2.6.2

### **2.3.7 FUTILE TRIPS**

Where by prior arrangement with the Merchant the Carrier presents the Container by road, rail or by inland waterway for the packing/unpacking of the cargo by the Merchant, and through no fault of the Carrier, the Merchant is unable to pack/unpack the cargo, then a charge will be levied as set out for the area concerned under the Availability, Freetime and Charges Schedules.

### **2.3.8 RE-DIRECTION**

When the Carrier agrees to re-direct a container from the originally specified Place of Acceptance/Delivery to another place, the Merchant will reimburse the Carrier for all costs so incurred in addition to the appropriate Inland charge.

### **2.3.9 CHANGE OF PLACE OF INLAND DELIVERY**

Subject to Carrier's agreement, the place of inland delivery may be changed, and transport will be made under the Terms and Conditions of the Carriers Combined Transport Bill of Lading.

Inland Charges due or already paid by the Merchant will be adjusted to reflect the changed position.

### **2.3.10 CHANGE FROM CARRIER TO MERCHANT HAULAGE**

Subject to Carrier's agreement, Merchant Haulage may be substituted for Carrier Haulage (where permitted).

Under such circumstances the Combined Transport Bill of Lading will terminate at the Container Yard.

Inland charges due or already paid by the Merchant will be adjusted and Merchant Haulage Terms and Conditions will apply.

### **2.3.11 2 x 20' CONTAINERS ON A 1 x 40' TRAILER**

At Carrier's discretion and subject to the appropriate Construction and Use Regulations, 2 x 20' containers accepted/delivered from/to a single Merchant at one place may be transported on a single trailer. Free loading time will be the same as for one 40' container.

## **2.4 CARRIER HAULAGE AND DETENTION RULES APPLICABLE TO COUNTRIES IN GROUP 2 & 3**

### **2.4.1 ROAD HAULAGE**

#### **2.4.2 DETENTION AND WAITING TIME**

When the freetime is exceeded at Merchants' premises the following will be charged as appropriate:-

Detention Charge

Applicable when containers or container/trailers are detained.

Waiting Time Charge

Applicable when container/trailer unit with prime mover and driver are detained.

Alternatively, the Carrier at his sole discretion, may at the Merchant's responsibility leave the container/trailer unit combination at Merchant's premises, provided that adequate off-street parking facilities are available. Container/trailer units left at Merchant's premises beyond the freetime period is subject to Detention Charge.

## **2.5 MERCHANT HAULAGE - GENERAL RULES**

### **2.5.1 CONTAINER SEAL**

The Merchant is responsible for ensuring that the appropriate seal supplied by the Carrier is properly affixed to the loaded container before it leaves his premises.

The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

## **2.5.2 CARGO PACKING/UNPACKING**

No supervision or advice as regards the packing/unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities.

## **2.5.3 CHANGE FROM MERCHANT TO CARRIER HAULAGE (WHERE PERMITTED)**

Subject to Carrier's agreement Carrier haulage (where permitted) may be substituted for Merchant Haulage.

Under such circumstances the terms and conditions of the Carriers Combined Transport Bill of Lading will apply.

Transfer charges due or already paid by the Merchant will be adjusted to reflect the new place of delivery and Carrier Haulage Terms and Conditions (where applicable) will apply.

## **2.6 MERCHANT HAULAGE - EQUIPMENT HANDOVER**

### **2.6.1 RELEASE OF EQUIPMENT TO MERCHANTS**

The Carrier will, by arrangement, release containers to the Merchant at the specified handover points. In some areas (only where specifically provided in the tariff and at the charges listed),

Carrier may additionally hire out to Merchants suitable trailers (chassis) for the carriage of the containers with which they are loaded.

### **2.6.2 EQUIPMENT HANDOVER CONDITIONS**

The Carrier undertakes to ensure that equipment (Container(s) and/or trailer) is in suitable condition for its intended use at the time it is handed over to the Merchant. It is the Merchant's responsibility to satisfy himself as to the condition of the equipment.

When equipment is loaned to the Merchant it is on the following terms:

- (a) The Merchant acknowledges receipt of the equipment in apparent good order and condition.
- (b) When the Merchant's prime mover or prime mover and trailer or other carrying vehicle is used the equipment must be suitable for the weight, size and other characteristics of the load involved.
- (c) The Container must at all times be firmly secured to the trailer or other carrying vehicle either by twistlock or by another method agreed by the Carrier.
- (d) In no circumstances may the container be removed from the trailer or other carrying vehicle without prior agreement from the Carrier.
- (e) The Carrier's equipment must not be used except for the carriage of cargo booked with the Carrier for overseas transportation by him.
- (f) The Merchant is responsible for any damage to or loss of the equipment. Any repair will be made by the Carrier and he will be reimbursed by the Merchant.
- (g) The Merchant undertakes to ensure that containers from which the cargo has been unpacked are left in a clean and cargo-worthy condition
- (h) The Carrier has the right to inspect the container before accepting redelivery.

The Merchant will reimburse the Carrier for any cleaning costs, and other consequential expenses incurred by the Carrier arising from the Merchants failure to redeliver the container in a suitable condition. If the Merchant does not have the necessary special cleaning and/or

disposal facilities, the Carrier may, by arrangement following delivery, agree to undertake the necessary work at the Merchant's expense.

The Carrier will ensure that the container presented for loading is clean and complies with all regulations (both international and national) governing the transport of the commodity to be moved.

### **U.K. and Eire**

The above conditions are incorporated in the Hand-over Agreement under which the Carrier leaves his equipment together with the following additional provisions:-

(i) The Merchant shall provide such information as the driver may require satisfying himself that the equipment or load is safe and roadworthy and that the carriage thereof would not infringe any statutory provision or regulations for the time being in force.

The driver shall not be obliged to move any load until he is satisfied accordingly.

(ii) (Driver's responsibility)

Save for completing any of the Carrier's prescribed forms relating to hand-over of equipment and giving a receipt in the Carrier's prescribed form, the driver is not authorised to act in any way for the Carrier, but these conditions do not preclude the driver providing assistance with the packing/unpacking or tilt lashing of containers in accordance with normal road haulage practice at the place of acceptance or the place of delivery and without charge to the Merchant.

The Carrier accepts no responsibility for any such assistance, and the Merchant agrees that in giving any such assistance the driver shall be treated in all respects as the agent of the Merchant.

## **2.6.3 EQUIPMENT HANDOVER POINTS**

### **2.6.3.1 North Continent and Scandinavia**

Container or container/trailer units for Merchant Haulage may only be drawn from and returned to Carriers' Container Yards at the following ports based on mutual agreement between Carrier and Merchant:

Aarhus, Amsterdam (B), Antwerp, Bremerhaven, Copenhagen, Dunkirk (A), Gdynia (A), Gothenburg, Hamburg, Helsinki, Le Havre, Malmo (A), Oslo, Rotterdam (B), St. Nazaire (A), Stockholm (A), Zeebrugge.

For Haulage by Rhine barge containers may only be drawn from and returned to Carriers' designated Container Yards at the ports of Antwerp, Rotterdam and Zeebrugge.

Notes: (A) For movement by vessels calling direct only.

(B) Containers and/or container/trailer units will only be made available for Merchant Haulage at whichever port the vessel discharges directly.

### **2.6.3.2 U.K. and Eire**

Containers or container/trailer units for Merchant Haulage may only be drawn from and returned to the Carrier's Container Yards in the following places or areas based on mutual agreement between Carrier and Merchant: :

Belfast, Cork, Dublin, Felixstowe, Glasgow (A), Grangemouth (A), Liverpool, London, Southampton, Central Scotland, West Riding of Yorkshire, North West England, Midlands.  
Notes: (A) For movement by vessels calling direct only.

### **2.6.3.3 Mediterranean**

Containers or container/trailer units for Merchant Haulage may only be drawn from and returned to the Carrier's Container Yards at the following ports based on mutual agreement between Carrier and Merchant:

Italy : Genoa, Trieste, La Spezia, Leghorn (A), Salerno (A), Napoli (A), Palermo (A);  
France : Marseille/Fos (B); Spain : Barcelona, Valencia, Algeciras.

Notes:

(A) For movement by vessels calling direct only.

(B) Containers and/or container/trailer units will only be made available for Merchant Haulage at whichever port the vessel calls directly.

### **2.6.3.4 Countries other than Europe**

The CY or carrier's facility where containers may be drawn from and returned to shall be specified by MOL at its sole discretion. Exact locations are available at Local MOL office adjacent to the location where Containers are drawn from or returned to.

### **2.6.4 RETURN OF EQUIPMENT**

Equipment must be returned to the Container Yard at which it was handed over to the Merchant. If, however, only the container (i.e. without trailer) is handed over, such container may, (except in UK/Eire), at the discretion of the Carrier be returned to another Container Yard.

### **2.6.5 INLAND COSTS**

All costs incurred between the time the equipment is handed over to the Merchant and the time it is returned to the Carrier will be for Merchant's account.

### **2.6.6 TRAILERS**

Subject to Carriers agreement, trailers may be handed over to the Merchant. They will be subject to hire charges as specified in MOL Inland Haulage Tariffs.

Note: Trailers are only supplied to merchants as a combination of trailer and Carriers owned/leased Container.

Carrier trailers cannot be provided for lease, loan or hire in Singapore/Malaysia, Hong Kong, Philippines, Thailand and Taiwan

### **2.6.7 TEMPERATURE CONTROLLED CONTAINERS**

Merchants will be responsible for the monitoring and control of temperature controlled containers in periods of free time or detention.

Where Carriers, at their option, hand over active refrigeration machinery, including generator sets or refrigerator chassis, all additional costs will have to be passed on to the Merchant.

### **2.6.8 MERCHANT SUPPLIED CONTAINERS**

Detention Charges under MOL Inland Haulage Tariffs are not applicable except when carriage of the Merchant supplied container is effected on a trailer supplied by MOL.

### **2.6.9 FCL COMBINED UNLOADING/LOADING**

i) These arrangements apply only where the same Carrier/Container Operator carries the container(s) in both the import and export movements, the cargo controlling party is the same in both directions and provided that the container(s) may be used/interchanged between trades.

ii) The Contract of Carriage for the import movement, together with the Terms and Conditions of the relevant tariff will terminate when the container(s) are handed over at the Carrier's Equipment Handover Point. The export Contract of Carriage will commence upon receipt of the container(s) at the Carrier's Equipment Handover Point.

iii) Prior to the physical despatch of the container(s) from the Carrier's Equipment Handover Point, Merchants MUST obtain the Carrier/Container Operators agreement to an unload/reload arrangement. In the absence of this agreement, Terms Conditions and charges will apply to the export and import movements separately.

iv) When the Consignee/Controlling party of a full import container is also the Exporter/Controlling party of a full export container, free time as stated in Section 2.7 will be extended by 24 hours.

Where containers are retained beyond the allowed free time period, equipment detention will apply MOL Inland Haulage Tariffs.

v) Merchant haulage inland transport charges can be found in the appropriate

vi) Existing tariff rules for equipment handover places should apply.

vii) Terminal Handling Charges will apply according to the Trade concerned, and the port of entry/exit.

viii) The Carrier's equipment must not be used for any other purpose than for the carriage of goods booked with the Carrier for overseas transportation by him.

ix) The above rules may apply to Merchant owned/leased containers, which are suitable for transportation in the Carrier's vessels.

The above rules apply subject to operational acceptance based on real situation.

## **2.7 EQUIPMENT FREETIME & DETENTION CHARGE & MOL DEMURRAGE AND DETENTION TARIFF**

Containers released by the Carrier for packing (exports) or unpacking (imports) under Merchant haulage must be returned to the Carrier in accordance with the Agreement between the carrier and Merchant or its agent, which specifies Equipment Free time and Detention charge applicable.

Detail of the Equipment Free Time and Detention Charge may be changed due to cost variance and shall be published in separate tariff, or acquired through Local MOL office adjacent to the location where Containers are released or returned.

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## **SECTION 3**

### **3.1 RATES OF FREIGHT - BASIS OF APPLICATION**

#### **3.1.1 DESCRIPTION OF GOODS**

Shippers must provide sufficient description of the goods in order that they may be correctly stowed, rated and charged. Information should be supplied in a form laid down by the Carrier and which may vary area by area. Merchants should consult and MOL's agent offices for detailed information.

The Carrier reserves the right to open any container and to inspect the contents to check description, weight and/or measurement.

#### **3.1.2 WEIGHT OF GOODS**

The gross weight of all goods must be accurately determined and declared. In particular Merchants must declare the weight of any individual pieces or packages to a container which exceed 10,000 kg.

The combined weight of a container and its contents must not exceed the permitted gross weight indicated on the container. Where any container exceeds this limit, the Carrier reserves the right, with or without notice to the Merchant, to unpack as required at Merchant's sole risk and expense.

#### **3.1.3 BASIC MEASURING AND WEIGHING RULES**

The cubic measurement, where required for freighting purposes, is obtained by multiplying the three extreme dimensions of each individual package or piece of cargo.

Where weight is required for freighting purposes, the gross metric weight of each individual piece or package, inclusive of any packing material, will be used.

For all freighting purposes, the weight and measurement of pallets, skids and runners will be disregarded. Sworn/Measurers may officially be appointed by MOL where and when necessary, and subject to change without further notice.

#### **3.1.4 OCEAN FREIGHT TARIFF CURRENCY**

US Dollar (USD)

#### **3.1.5 FREIGHT UNITS**

The units used for freighting are:-

Weight ton (1000 kilos).

Cubic Metre

20 ft Container

40 ft Container

#### **3.1.6 FREIGHT GOVERNED BY VALUE**

The fob value and weight/measurement of the goods must be declared in the manner prescribed by the Carrier and substantiated by commercial invoices submitted at the time of acceptance, except in Hong Kong, Korea and Singapore/Malaysia where export licences, declarations, permits may be required.

The value for freighting purposes shall be calculated separately for each individual unit, piece or package.

### **3.1.7 INDICATIVE CALCULATION – OCEAN FREIGHT**

- |                                    |                   |
|------------------------------------|-------------------|
| 1. Basic Freight (FRT)             | a                 |
| 2. Transport Additional            | b                 |
| 3. CAF on 1                        | c                 |
| BAF on 1                           | d                 |
| 5. Any Other Ocean Freight Charges | e                 |
| 6. Total Ocean Freight and Charges | $a+b+c*(a+b)+d+e$ |

\* This indicative calculation is only relevant when used in accordance with MOL rates, rules and conditions.

### **3.2 PAYMENT OF FREIGHT**

#### **3.2.1 GENERAL PRINCIPLES**

Freight may be prepaid in exchange for Bills of Lading, or paid on arrival of the cargo at destination on presentation of the relevant documents, but before release of the cargo (except where listed otherwise).

Cargo will not be released until all the relevant documents have been presented and the freight and charges due have been paid. In circumstances where freight is not paid upon release of the cargo, MOL reserves the right to collect the full amount due (freight and surcharges) in local currency at the rate of exchange ruling at the time of the invoice.

Exception: Provided that the Merchant agrees with the contents of MOL's Credit agreement, and duly signs on written agreement, MOL may extend credit allowance as specified in MOL's Credit Agreement.

#### **3.2.1.1 Transport additional**

Transport Additional freight must be paid with the Ocean Freight, except when the latter is on a freight paid on arrival at destination basis, in which case it can be prepaid.

#### **3.2.2 CARGO ON WHICH FREIGHT MUST BE PREPAID**

The Carrier may, at its discretion, limit the term of payment to Prepaid only for the cargoes listed in 3.2.2.1 and 3.2.2.2.

##### **3.2.2.1 Cargo shipped between all areas listed**

Dangerous cargo for which the statutory regulations in the Carrier's country, or the countries through or to which the goods may be transported, stipulate shipment on deck only.

Livestock, Refrigerated Goods, Returned Goods (unless the original shipper requests the return)

##### **3.2.2.2 Cargo destined for Iceland**

#### **3.2.3 CURRENCIES IN WHICH FREIGHT MAY BE PAID**

Freight and charges may be paid on shipments from all areas in the tariff currency. In addition freight and charges may also be paid:-

### **3.2.3.1 For Shipments from Europe**

In the freely remittable currency of:-

A European Country	Taiwan (for destinations in Taiwan only)
Malaysia	Thailand (for destinations in Thailand only)
Singapore	Korea (for destinations in South Korea only)
Hong Kong	Japan
Philippines (for destinations in Philippines only)	

### **3.2.3.2 For Shipments to Europe**

In the freely remittable currency of:-

A European country  
Hong Kong (for shipment from Hong Kong)  
Philippines (for shipments from Philippines)  
Singapore/Malaysia (for shipments from Singapore/Malaysia)  
South Korea (for shipments from South Korea)  
Taiwan (for shipments from Taiwan)  
Japan

### **3.2.4 RATES OF EXCHANGE**

When any part of the ocean freight and associated charges is paid in a currency stipulated in rule 3.2.3. Other than US\$ Conversion will be made from the US\$ at the appropriate buying/selling rates quoted locally as follows:

#### **3.2.4.1 Basic Rules For Prepaid Freight**

Ten (10) working days (Saturdays, Sundays and recognised/gazetted public holidays excluded) before the date on which the ocean vessel is advertised and scheduled to sail from the port of loading concerned, or the working day before payment if earlier.

#### **For Freight Payable on arrival at Destination**

Ten (10) working days (Saturdays, Sundays and recognised/gazetted public holidays excluded) prior to the date on which the ocean vessel is advertised and scheduled to arrive at the port of discharge concerned, or the working day before payment if earlier.

#### **Conversion of charges Quoted in a National Currency**

Merchants may want to pay in USD or a third currency. The charges will be converted from the National Currency to USD or alternatively, from one National Currency to a third currency through the USD at the appropriate exchange rates which apply on the date of payment of the ocean freight and associated charges, defined above.

#### **Currency and Bunker Adjustment Factors**

All rates are subject to CAF and BAF (where applicable), details of which are regularly published and also available from MOL or its Agents.

### **3.3.1 ALTERATIONS IN RATES AND CHARGES**

#### **Increases – With Notice**

Ocean freight and associated charges are subject only to the exceptions detailed. Rates for the items listed below are subject to increase with current and 30 Calendar days notice. Thus increases will take effect on or after the first day of the 30th day after the date of announcement of the increase, based on Bill of Lading date (Example - if an announcement was made in June 30th, the effective date of the increase would be 1st August).

Ocean Freight  
Optional Destination Fees  
Change of Destination Charges

#### **Increases - Without Notice**

The Carriers reserve the right to increase the rates and charges in respect of the items listed below without notice.

Container Demurrage Charges  
Container Detention Charges (where applicable)  
Transport Additional  
LCL Service Charges  
Terminal Handling Charges  
Inland Haulage Rates and Charges  
Over Weight container charges

### **3.3.2 IMPLEMENTATION PROCEDURES – REDUCTIONS AND INCREASES (Also introductions and withdrawals of Surcharges including CAF & BAF)**

#### **Reductions**

Through Cargo pre-carried to the ocean port wholly by sea or initially by sea.

Reduction to apply to cargo on MOL through Bills of Lading dated on or after the date of implementation.

Cargo moving overland (whether or not on through documents) to connect with the ocean vessel, also local ocean port cargo

Reduction to apply to cargo loaded in ocean vessels advertised and scheduled to sail from the individual port concerned on or after the date of implementation.

#### **Increases**

Through Cargo pre-carried to the ocean port wholly by sea or initially by sea

Increase to apply to cargo on MOL through Bills of Lading dated on or after the date of implementation.

Cargo moving overland (whether or not on through documents) to connect with the ocean vessel and local ocean port cargo)

Increase to apply to cargo loaded in ocean vessels commencing to load at the individual port concerned on or after the date of implementation.

### **3.3.3 CONTINGENCIES**

Adjustments to freight and charges may be made without notice in the following circumstances:-

- (a) The imminence or existence of any war (whether declared or not) hostilities or war-like operations (whether the countries of the Carriers or any of them are belligerents or not) the imposition of sanctions or the taking by any Government of any measure (whether by international agreement or not).
- (b) The actual or threatened suspension of, or restriction of, the route via Suez.
- (c) Labour troubles or disturbance or congestion in a loading or discharging terminal.
- (d) Any other exceptional contingency, including currency and bunker price fluctuations outside the control of the Carriers (see rule 3.2.4.1)

### **3.4 FREIGHTING – NON STANDARD EQUIPMENT**

#### **3.4.1 SPECIAL EQUIPMENT**

The provision by MOL of the following types of special container,

Dry Bulk Open Top  
Flat Rack Open Side  
Half Heights Platform  
Insulated Containers (Non-Temperature Controlled)

Will be subject to Special Equipment Premiums (SEP's) of:

SEP FCL      USD 350nett no CAF/BAF per 20'  
                  USD 700nett no CAF/BAF per 40'

Notes

SEP will be payable by the freight payer.

For FCL/FCL, FCL/LCL and LCL/FCL shipments, the Carrier will only supply special equipment at the specific request of Merchants.

In respect of LCL/LCL cargo SEP is applicable where it is evident the cargo can only move in the containerised form in special containers.

Tank (Liquid) Containers MOL should not supply these containers.

#### **3.4.2 OUT-OF-GAUGE CARGO**

Cargo presented for shipment will be considered OOG if one or more of the dimensions given below are exceeded and this should charge no less than USD 400 per TEU per lost TEU.

Any additional cost involved with handling, extra care of the cargo and all relevant cost involved with OOG cargo should be charged to Merchant with at least cost recovery level.

Length cargo stowed in 40 ft containers: 12 metres

                  cargo stowed in 20 ft containers: 6 metres

Width 2.4 metres

Height 2.38 metres

### **3.4.3 FITTINGS WITHIN CONTAINERS**

MOL may provide fittings within containers above customary container lashing points but the cost will be for Merchant's account; they will not be rented, leased or repurchased by the Carrier. Examples include:

Shelving

Frames for unpacked Engines

Kennels, Pens etc for the carriage of Livestock

Plastic Sheets / Nylon Ropes / 'S' Hooks / Silica Gel / Oil Paper / Plastic Tape) for Hangertainers

The labour cost of 'packing' containers or all other fittings will also be for Merchant's account. Cost and charges are published through MOL local offices and its agent, and it will be changed based on cost variance.

### **3.4.4 DANGEROUS CARGO**

MOL may accept carriage of Dangerous cargo together with clear indication on item and requested package level from Merchant. Restriction on vessel acceptance is segmented by commodity, IMO class, safety on operation.

Carrier is authorized to unload and abandon the cargo anytime in order to keep safety on sailing / storage and any of extra cost would be on Merchant's account.

Minimum IMO additional shall apply as specified hereunder:

For shipment to Europe from Area group 2/3/4/5/6: \$100/Teu

For shipment from Europe to Area group 2/3/4/5/6: \$ 50/Teu

PSA rule and condition is obliged under shipments with transshipment at Singapore from Europe to Area group 2/3/4/5/6.

Weight restriction on PSA group 1/1S commodity is applied on all vessels.

Any IMO additional is applied on top of PSA surcharge.

PSA group 2 / 3 commodity is charged with lowest PSA surcharge hereunder:

USD 435 per 20' feet container

USD 630 per 40' feet and 40' high cube container

IMO Class 1 cargo is not applicable for tariff on above statement as the commodity nature is explosive and the carrier has to bear the higher risks. Acceptance will be reviewed per *each* real case together with condition on port of loading / discharge, package level and any operational restrictions.

### **3.4.5 OVER WEIGHT CONTAINERS**

MOL may apply over weight container charge in order to compensate the lost capacity by heavy cargo. Amount and implementation method will be announced based on real calculation of lost capacity.

MOL also reserves the right to refuse containers within payload but over weight limitation by law locally. Any extra cost, penalties and expenses shall be under Merchant's account.

**3.5 FREIGHTING –STANDARD EQUIPMENT**

**3.5.1 GENERAL PRINCIPLES**

Except where otherwise specified, rates of freight for each piece or package must be charged per 1000 kilos or per cubic metre. Items marked 'W' or items marked 'M' must be charged on the gross weight or on the gross weight or cubic measurement as indicated.

The rates for LCL or other cargo rated on a per freight ton basis W/M will be charged on the weight or measurement on service area agreed

- (a) From Europe: whichever produces the higher amount of freight
- (b) To Europe: whichever of the cargo's weight or measurement is the greater

**3.5.1.1 MINIMUM FREIGHT – LCL CARGO**

Minimum freight per LCL cargo will be subject to written mutual agreement together with local office of MOL and its agent.

**3.5.2.1 UNCONTAINERABLE CARGO**

Any cargo which has to be loaded breakbulk, i.e. separately from the Container/ flatrack on which it may or may not finally be stowed, may be accepted for shipment by Container vessels. Such shipments are to be considered as break-bulk cargo and freighted as such.

Delivery/acceptance to/from alongside the vessel will be for account of the merchant at his risk and expense. LCL Service Charges will not be applied to such shipments.

Normal pre/post shipment charges for conventional break-bulk cargo, however, will apply. Special Equipment Premium is not applicable.

**3.6 FREIGHTING - ADDITIONAL CHARGES**

**3.6.1 NON-STANDARD LIFT CHARGES (NSL's)**

FCL/FCL Shipments No NSL charges are applicable. FCL/LCL or LCL/FCL For individual pieces/packages over 10,000 kilos gross shipments weight shipped, one half the NSL charges listed below will apply.

LCL/LCL and for individual pieces/packages over 10,000 kilos Uncontainerable gross weight shipped, the full NSL charges listed below Shipments apply.

CAF and BAF NSL charges are not subject to CAF or BAF.

**Scale of Non-Standard Lift Charges**

Metric tons Per 1000 kilos Metric tons Per 1000 kilos over and extra over and extra up to - USD up to - USD

10 - 15 71.75	105 - 110 280.35
15 - 20 89.75	110 - 115 285.85
20 - 25 106.50	115 - 120 289.50
25 - 30 123.20	120 - 125 294.95
30 - 35 139.90	125 - 130 298.60
35 - 40 153.25	130 - 135 304.05
40 - 45 166.65	135 - 140 307.70
45 - 50 180.00	140 - 145 313.25
50 - 55 189.20	145 - 150 316.80
55 - 60 198.30	150 - 155 318.70
60 - 65 207.50	155 - 160 320.55
65 - 70 216.60	160 - 165 322.25
70 - 75 225.70	165 - 170 324.15

75 - 80 234.80	170 - 175 325.90
80 - 85 243.90	175 - 180 327.75
85 - 90 253.05	180 - 185 329.55
90 - 95 261.75	185 - 190 331.45
95 - 100 271.25	190 - 195 333.25
100 - 105 276.65	195 - 200 335.10

Over 200 mt Refer (For Uncontainerable Cargo below 15 tons per piece/package, USD 71.75 applies.)

### **3.6.2 CHANGE OF DESTINATION (COD)**

Change of destination for cargo is at Carrier's discretion and subject to accessibility in stow and other operational considerations.

In all cases the ocean freight and other charges will be adjusted to those in force for the final destination.

Changes of destination may only be requested and paid for by the holder of the original Bill of Lading or the controlling Merchant where Multiple Bills of Lading are present. The following fees apply:-

#### **Change between Terminals**

FCL Delivery If the COD involves a change of ocean vessel discharge port, the actual expenses incurred by the Carrier, subject to minimum charges of USD 200 per B/L, for all cargo. Any additional handling and administration cost generated will be on Merchant's account.

### **3.6.3 CHANGE OF DELIVERY STATUS**

Change of Delivery status can be granted at Carrier's discretion, from FCL to LCL and from LCL to FCL, provided requests are received in good time before the arrival of the cargo at the port of destination. All Ocean Freight, Terminal Handling Charges, LCL Service Charges and Inland Haulage Charges, will be applied and adjusted to accord with the revised delivery status.

**Change from LCL/LCL to LCL/FCL FCL/LCL to FCL/FCL:** The LCL service charge at the destination port will not be collected and the total ocean freight on the container will be adjusted to the appropriate FCL freighting. If the ocean freight on the container is less than the FCL freighting, the Merchant requesting the change of delivery will be required to pay the difference.

**Change from FCL/FCL to FCL/LCL:** The appropriate LCL service charge will be applied in full.

**Change from LCL/FCL to LCL/LCL:** The appropriate LCL service charge will be applied in full. If the ocean freight calculated on an LCL basis is more than the freight actually charged, the Merchant requesting the change of delivery will be required to pay the difference.

If the ocean freight calculated on an LCL basis is less than the actual freight charged, no adjustment will be made.

### **3.6.4 PACKAGES OF VALUE EXCEEDING THE CARRIER'S NORMAL BILL OF LADING LIABILITY**

If Merchants desire the Carrier to be responsible for a value in excess of the statutory limitation prescribed in the Carrier's Bill of Lading, they must state to the Carrier in writing, in time to permit special reception and stowage, the value, gross weight and measurement and a full description of the goods and they must obtain the Carrier's agreement to accept the increased liability.

The increased liability will only be assumed by the Carrier upon payment of 1% ad valorem on the full declared value of the goods, this payment to be in addition to the ocean freight.

## **3.7 MERCHANT SUPPLIED/OWNED CONTAINERS**

### **3.7.1 GENERAL REQUIREMENTS**

Subject to the following conditions, Merchant supplied/owned containers may be accepted by the Carrier.

i) Merchant supplied/owned containers must comply in all respects with both ISO and/or other National legislative Safety Standards, and must be suitable for carriage in vessels operated by the Carriers. Merchants must hold, and may be required to produce to the Carrier, current certificates showing that the container is in every respect fit and suitable for the carriage of the commodities in question. Merchants may also be required to produce evidence of ownership or lease prior to acceptance.

ii) In no circumstances will Carriers make any contribution towards container hire when Merchants choose to effect shipment in Merchant owned or Merchant leased containers.

iii) Except as otherwise agreed, Merchant supplied/owned containers will be freighted on a per container basis, including any empty return or positioning moves (see 3.7.2.3 (b) below).

iv) Unless otherwise agreed, Merchant supplied/owned containers will be subject to all Tariff terms, conditions and ancillary charges, including, but not limited to, Terminal Handling Charges, pre and post shipment additional, Currency and Bunker Adjustment factors, Out of Gauge Surcharges, and Inland charges, etc. Merchant containers will, however, not be subject to any tariff special equipment container premiums.

v) See separate additional rules for Merchant supplied containers for Livestock, Liquids in Liner Bags, Dry Bulk, and Tank containers, as specified in this Tariff.

vi) In respect of Merchant supplied/owned temperature controlled containers, the Carrier will not be responsible for any consequence arising or resulting from any defect and/or breakdown of the temperature control apparatus of the container.

vii) This rule will be under constant review and is subject to change without notice.

### **3.7.2 FREIGHTING**

#### **3.7.2.1 Out-of-Gauge Cargo in Merchant Supplied Containers**

Subject to OOG rules 3.4.2

### **3.7.2.2 Non-Standard Lift Charges**

Not applicable unless otherwise recorded, unless with Out-Of-Gauge cargo applies. MOL is entitled to collect at least based on cost recovery level.

### **3.7.2.3 Tank Containers**

Quotations will only be given for each complete separate movement, either loaded or empty, calculated in accordance with the following:-

40' x 8' up to 8'6" configurations

20' x 8' up to 8'6" configurations

40' x 8' x 4'3" configurations

20' x 8' x 4'3" configurations

#### **(a) Port Additional**

The appropriate Tariff additional for movements before or after the ocean movement will be charged as shown in the Ocean Tariff.

#### **(b) Conditions**

To benefit from the freighting above for empty (return or positioning) movements, the Merchant must provide a certificate reading either:-

'We hereby certify that Tank Container No. .... is moving empty to (port of discharge) and will return in a loaded condition by latest (date) from (port of loading) to (port of discharge).';  
or

'We hereby certify that Tank Container No. .... moved in a loaded condition to (port of discharge) by (Vessel) on (Date), as evidenced by the attached copy Bill of Lading.'

If at any time (and whether or not any allowance for expansion of the liquid has been agreed between the Carrier and the Merchant) it appears the liquid/gas is or may become a danger to any person or property, the Carrier may, without liability, discharge from the tank as much of the contents as he considers necessary to avert such danger. The Merchant will reimburse the Carrier for all expenses and losses incurred as a result of this.

When Carriers are requested to connect Tank Containers to vessels' power supply, for Heating, charge shall apply in accordance with mutual written agreement between Carrier and Merchant prior to loading / acceptance of the booking.

Carriers offering this facility cannot accept responsibility for damage to the tank container or the cargo, as a consequence of any failure of the connection to or equipment within the tank container.

### **3.7.2.4 Glass Plate and Sheet from Europe**

For the loaded shipments from Europe to agreed destination areas, the freight will be assessed in accordance with mutual written agreement between Carrier and Merchant prior to loading / acceptance of the booking

### **3.8 ADDITIONAL SERVICES AND CHARGES**

The Carrier may provide additional services at the request of Merchants, including:-

- (a) Work arising from Customs, Quarantine, Health or other Official Bodies' requirements.
- (b) Special apparatus and/or additional labour.
- (c) Work arising from any oversight, error or omission by the Merchant.

### **3.9 TRANSPORT ADDITIONAL**

Transport Additional cover receiving/delivery costs at loading/discharging port, transshipment costs between loading/discharging port and the transshipment port, together with the transfer costs at the latter.

Applicable quantum may vary without notice and details of the Transport Additional are available at the carrier's office in Europe and Asia.

Reference should also be made to Tariff Section 2 for THC and LCL S/C.

#### **Application**

Except where may be shown otherwise, Transport Additional will be applied on the same basis as the Base Rate, or per 1000 kilos, or per cbm.

The Transport Additional tariff applies to General Cargo unless recorded to the contrary.

#### **Dangerous Cargo**

Standard Transport Additional is applied for standard dry cargo. Dangerous cargo will have different level as to reflect the cost actual cost involved with MOL. Details would be noticed upon MOL local office or its agent separately.

#### **Refrigerated Cargo**

Where local services accept refrigerated cargo, Transport Additional will be charged reflecting the actual cost of transfer at the transshipment port and local freight

### **3.10 OTHER ACCESSORIAL CHARGES**

At the locations where shipment is received, stored, delivered and/or Bills of Lading and other documents are received, issued, accessorial charges may apply.

Applicable charges and quantum are available at the local MOL's office adjacent to the location, and may vary without notice.

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