



## UAL B.V. STANDARD BOOKING TERMS AND CONDITIONS

### 1. General Terms

- 1.1. The Booking Confirmation is issued at the request and for the convenience of the Merchant and/or his (forwarding) agent and is subject to the terms and conditions of the Carrier's standard Bill of Lading terms and conditions.

Please find the latest version of the Bill of Lading conditions via the following link:

[Microsoft Word - UAL BV Conditions of Carriage.docx \(universalafricalines.com\)](#)

- 1.2 It is a condition of booking that you agree and accept that you will be deemed a "Merchant" as defined in UAL's Bill of Lading terms and as such will be responsible for all the obligations and liabilities of the shipper, whether disclosed or not. Any subsequent nomination of a shipper or other party in relation to the booking shall be subject to our discretionary acceptance. In nominating a shipper you warrant that you have authority to legally bind the nominated shipper and, should that not be the case, you will assume full liability and shall indemnify us for any and all loss suffered or cost incurred as a consequence of the absence of such authority.

- 1.3 In case of request to UAL for use of UAL Sea Waybill instead of Bill of Lading, it is hereby agreed that the booking party must send a full legible copy of the terms and conditions of the UAL Sea Waybill to the shipper and to the consignee mentioned in the Sea Waybill. A copy of the latest version of the Sea Waybill is available on the following link:

[Microsoft Word - FINAL SEA WAYBILL UAL BV.docx \(universalafricalines.com\)](#)

- 1.4 For any IMO classed goods the Merchant to disclose and declare any relevant cargo documentation including but not limited to the inflammable, explosive or dangerous nature of all Goods offered for shipment prior to final booking confirmation. For such Goods, the booking confirmation is provisional and always subject to approval / reconfirmation by the Owners or Master of the carrying vessel that such Goods are accepted for shipment on board. The Carrier may at all times refuse to load such cargo and cancel the booking without any liability whatsoever.

### 2. Correctness of Booking Confirmation

- 2.1 We herewith kindly request you to carefully check all details on the booking confirmation and/or revised booking information, including but not limited to:



Place of receipt/port of loading;  
Port of discharge/place of delivery;  
Intended vessel voyage/routing;  
Amount, type and size of cargo;  
Cargo weight and volume;  
Cargo marks;

2.2 If you find any discrepancy between the booking confirmation and your original booking, we kindly request you to please inform us (by email) within 2 hours after receipt of the booking confirmation. We will not accept any responsibility for possible mis-stowage or any other consequence as a result of inconsistency between your booking instructions and our booking confirmation

### 3. Description of Goods

3.1 Should the description of the Goods provided at the time of booking or as amended be inaccurate, the Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever.

### 4. Goods, Lashing and Securing

4.1 Dangerous or hazardous Goods have been accepted by the Carrier in reliance of the Merchant's notice of their full and true nature. The Merchants dangerous or hazardous Goods declarations must be in the format required by all applicable regulations and provided to the Carrier in a timely manner but no later than 7 working days along with MSDS and the delivery date of the Goods in port of loading. This is to ensure the Carrier is able to comply with Port Authorities' requirement of prior notification of arrival of such Goods in port at least 24 hours prior the physical arrival of the Goods.

4.2 Please note that incorrectly submitted declarations or late notifications may result in non-shipment of the Goods by order of Port Authorities.

4.3 The Merchant is responsible to ensure that Goods presented for shipment are properly packed, labelled, port marked (discharge port) and are in a seaworthy condition.

4.4 Delivery of IMO, dangerous or hazardous goods shall be subject to additional instructions of Carrier.



4.5 Direct delivery by barge shall be subject to prior agreement and possible additional requirements of Carrier.

4.6 The Goods shall be fit for the intended carriage with sufficient internal strength and with any loose parts properly secured, so as to withstand the forces to which it will be subjected during the loading operation, carriage and discharge operation. The Goods will be properly marked to indicate the exact place(s) where piece(s) are to be slung and to indicate exact dimensions and weight and, to the extent necessary to enable the Carrier to lift the cargo in a steady and stable manner, the location of the center of gravity.

4.7 Unless otherwise specified, the cargo is stackable and can be overstowed.

## 5. Cargo delivery at Port of Loading

5.1 Booking Confirmation shall provide the instructions for the cargo delivery at the port of loading. Please note that the delivery prior to the dates specified may not be accepted by the terminal or may result in additional charges for the Merchant.

5.2 Carrier shall not be liable for any waiting time of trucks at the terminal for any cause whatsoever.

## 6. Freight and Charges

6.1 Freight and charges are based on the instruction provided at the date of the Booking Confirmation and may change if the Merchant's instructions change.

6.2 Freight rates are subject to any surcharges and/or freight additional valid at the time of shipment;

6.3 For any (part of) Goods that is cancelled within 21 calendar days prior to vessels arrival in the port of loading the Carrier reserves the right to claim dead freight equal to the agreed freight amount less commissions.

## 7. Use of Booking Agent

7.1 Where the Merchant uses a booking (forwarding) agent, the Merchant warrants that the booking agent has the authority to enter into this contract, receive original Bills of Lading and provide confirming instructions to the Carrier, until the Merchant advises the Carrier otherwise in writing.



## 8. Bills of Lading and Sea Waybills

8.1 Bills of Lading or Sea Waybills will be available for the Merchant to collect from the UAL Agency office, but should the Merchant request them to be sent, this shall be at the Merchants own risk and expense. Carrier and UAL Agency accept no liability whatsoever.

8.2 Bills of Lading or Sea Waybill instructions must be provided to Carrier as soon as possible after receipt of Booking Confirmation but no later than 48 hours after receipt of Booking Confirmation. Late submission of instructions may result in additional charges to the Merchant or non shipment of the cargo.

## 9. Transit times

9.1 Arrival, berthing, departure and transit times are estimated and given without guarantee and subject to change without prior notice

## 10. Performing Vessel

10.1 Without prejudice to the generality of UAL's Bill of Lading Terms and Conditions, we may substitute the named and/or performing vessel(s) with another vessel or vessels at any time. The "or sub" reference is to be used in Carriers option only and not in Merchants option.