



BDP INTERNATIONAL

Terms and Conditions of Service

I. Definition and Scope

Article 1

Unless otherwise agreed, these conditions shall be applicable to any form of service provided by BDP International ("BDP") including but not limited to Freight Forwarding Services (as defined below).

Article 2

2.1 Customer means the person or company for which BDP is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives

2.2 Freight Forwarding Services means services of any kind relating to the carriage, consolidation, storage, handling, packing or distribution of any Goods (as defined below) as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or documents relating to the Goods.

2.3 Freight Forwarder means BDP who is a party to a contract for Freight Forwarding Services with a Customer.

2.4 Goods mean any and all goods including their packaging, entrusted to BDP by the Customer in relation to any Services provided by BDP. Such Goods include any and all merchandise as well as all and any titles or documents that represent or may represent such goods.

2.5 SDR means Special Drawing Rights as defined by the International Monetary Fund.

2.6 In writing includes telegram, telex, telefax or any recording by electronic means.

2.7 Dangerous Goods means (i) any Goods, materials or items, with hazardous properties which may present a potential hazard to human health and safety, infrastructure, to their respective means of transport, and/or to any type of living organisms, property or the environment; (ii) any Goods, materials or items classified as hazardous by any local or international legislation or organization; (iii) any Goods that are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.

2.8 Service means any instruction to forward goods offered, accepted for performance, or performed by BDP, and any related act, any information or advice in respect thereof.



2.9 Third parties mean any non-contracting parties, in particular any natural or legal persons whom BDP deals with in the performance of its duties.

Article 3

The performance of services includes and is not limited to;

- (i) All contracts for the transportation of goods, irrespective of whether they concern freight forwarding, carriage, warehousing, customs brokerage or other services common to the forwarding trade. These also include logistical services commonly provided by freight forwarders in connection with the carriage or storage of goods.
- (ii) Services as agent whereas BDP acts in its own name or in its Principal's name, but always on the latter's behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose
- (iii) As Principal when BDP performs the carriage of goods in its own name and by its own means of transport, when it issues a transport document in its own name, when the instructions explicitly show that BDP assumes a carrier obligation.

Article 4

The Customer warrants that the goods entrusted by it to BDP under its instructions are its property, or that as an authorized agent of the owner, the Customer has the right of control of such goods, and that consequently it accepts these conditions not only for itself but also for and on behalf of his principal and for and on behalf of the owner.

II. Performance of the Contract

Article 5

The Customer shall provide BDP with all shipment details, including, but not limited to, nature of Goods; required route, and complete, correct and accurate descriptions, instructions and directives. The instructions shall be given to BDP in writing no later than two (2) working days before the expected customs clearance date.

Article 6

BDP is not obliged to examine, nor is responsible for, the accuracy or correctness of the instructions and information provided by the Customer. BDP is neither obliged to check the authenticity of signatures on any messages or documents relating to the Goods, nor to check the authority of the signatories, unless there exist reasonable doubts concerning the latter. In all other situations, such information shall be accepted in good faith, and BDP shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

Article 7

BDP shall carry out the services according to the Customer's instructions as agreed per Article 5. In the absence of precise instructions, or in the event where instructions are inaccurate or incomplete or not according to contract, BDP may at the risk and expense of the Customer act as it deems fit. Unless otherwise agreed, BDP may, without notice to the Customer, arrange to carry the Goods on or under deck, consolidate the Goods with other shipments and choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods



Article 8

BDP is entitled to, in the performance of his duties, employ third parties, servants and agents who show normal professional qualifications. The Customer is aware of the latter's contractual conditions and the customer shall be bound by such conditions.

Article 9

No insurance will be effected by BDP, except upon (i) express instructions (including the value to be insured and the specific risks to be covered) given in writing by the Customer, and (ii) written confirmation by BDP. All insurance effected is subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing, BDP shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general Policy held by BDP.

Article 10

If the delivery is impossible for reasons beyond BDP's reasonable control, such as the consignee's refusal to accept the consignment, BDP shall be entitled to the carriage charges for the return of the consignment.

Article 11

BDP shall have a lien on the Goods and any documents related to the Goods of the Customer in the possession of the Company, as well as any documents relating to these goods, for all sums payable by the Customer to the Company. The Company shall have the right to sell these Goods by public auction or private sale without notice to the Customer.

III. Customers' Duties and Liability

Article 12

The Customer shall accept liability for:

- (i) the conditions of, and any liability arising from, the condition of the goods;
- (ii) providing clear and correct instructions;
- (iii) making goods available in time, completely and in a useful way;
- (iv) providing complete, correct and valid documentation;
- (v) unless BDP was informed thereof previously and in writing, that goods entrusted to BDP are not of dangerous; perishable, flammable or explosive nature;
- (vi) unless agreed otherwise, to examine all documents submitted by BDP upon receipt and that the Customer will verify whether they are in accordance to the instructions given to BDP; and
- (vii) information regarding weight and mass of the goods.

Article 13

The Shipper and Consignee shall be liable, jointly and severally, for all charges payable on account of any shipment, including, but not limited to, transportation charges and all duties, equipment, services rendered, customs assessments, governmental penalties and fines, taxes and BDP's attorney fees and legal costs related to the shipment, and such other sums advanced or disbursed by BDP on account of such shipment.



Article 14

The Shipper and the Consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold BDP harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these Terms and Conditions of Service or any other default of the shipper, consignee or such other party with respect to a shipment.

IV. BDP's Duties and Liability

Article 15

Liability

BDP's liability shall be limited in any event pursuant to Article 13. BDP shall not be liable for any loss of or damage or delay to any shipment that occurs before the shipment is accepted by BDP and in its possession, or after the shipment has been delivered

Without limiting the generality of the above paragraph, BDP shall not be liable for any loss or damage, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions), non-delivery, missed pickup, penalties, expenses, or delay, caused in whole or in part by:

- (i) The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment;
- (ii) The nature of the shipment, defect, or inherent vice of the product, including but not limited to loss or damage to perishable or temperature sensitive items, to the extent the loss or damage results from exposure to heat or cold, inadequate, inappropriate or defective packaging, or the perishable nature of the product;
- (iii) Failure of the shipper or consignee to observe any requirements or obligations contained in these Terms and Conditions of Service, including, but not limited to, improper or insufficient packaging, securing or marking of any shipment;
- (iv) Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of custom officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond BDP's reasonable control, disruption or failure of communication and information systems, disruption or failure of utilities, civil commotions or hazards incident to a state of war, acts of assailing thieves, hijackings, mechanical delay of aircraft, ship, ground transportation or other equipment failures for all international shipments.
- (v) Acts or omissions of any person other than BDP; or
- (vi) Compliance with laws, governmental regulations or requirements, or any cause beyond BDP's control.

Article 16

BDP is not liable for theft of goods in its possession, custody or control, unless the Customer shows that theft took place as a result of circumstances which BDP, in view of the contract with the Customer, should have avoided or which he should have reasonably foreseen.

Article 17



BDP shall not be liable for loss of, damage to, or irretrievability of data stored on media of any type, or for loss of information.

Article 18

BDP does not guarantee a fixed time of delivery, dates of arrival and departure. Any indication of a time or date for delivery is an approximation and shall not be binding upon BDP.

Article 19

Limitation of Liability

If liability has not been excluded through the applicable statutes or international conventions, liability is limited to the following:

- (1) In case BDP acts as an agent, the legal liability for the loss or damage to goods whilst in the care of BDP will be limited to SDR 2/kg, in case of multimodal transport including sea transport. In addition the liability is limited to USD 100,000 per occurrence or SDR 2/kg, whichever is the greater. In no event shall liability exceed the actual value of the goods lost, damaged, misdirected, improperly delivered or otherwise affected.
- (2) In the event that BDP acts as a carrier and transportation services are provided to the Customer, the applicable Bill of Lading terms and conditions shall apply and BDP's liability shall be determined in accordance with national law and the international conventions applicable to the relevant mode of transport. In the absence of any applicable national law or international convention, BDP's liability shall be limited to SDR 2/kg
- (3) In the event that BDP provides customs brokerage services to the customer, BDP's liability shall be limited to USD 50 per set of shipment documents. Except as required by law, BDP assumes no liability for advice and/or recommendations regarding customs classifications, duties or any other taxes.
- (4) In the event that BDP provides warehousing services to the Customer, BDP's liability shall be limited to SDR2/kg and USD100,000 per occurrence, whichever is lower.

Article 20

In no event shall BDP be liable for loss of merchantability or any special, incidental or consequential damages due to misdelivery, incomplete or otherwise inadequate delivery, delay, loss or damage whether or not BDP had knowledge that such damages might be incurred.

V. Payment Terms

Article 21

The Customer has to relieve BDP immediately of costs related to freight, overage demands, customs duties, taxes or other dues directed against BDP for being an agent for or possessor of the goods owned by third parties, when BDP is not responsible for such payments

VI. Liens

Article 22



BDP shall have a general and continuing lien on any and all property coming into the possession of BDP for monies owed to BDP in respect of the shipment for which the lien is claimed, a prior shipment, or both, for all sums due and payable.

In the event of non-payment of any sum payable to BDP, BDP may hold and dispose any shipment it possesses at a public or private sale, in satisfaction of all monies due and payable. If the proceeds of the sale are not sufficient to satisfy BDP's lien for all monies due and payable, the shipper and consignee remain liable for the balance of any unpaid charges payable on account of the shipment. The rights provided by this section shall be in addition to all other rights allowed by law to BDP to recover the unpaid amounts.

VII. Claims

Article 23

In the event of an incident related to loss or damage cargo, the Customer must notify BDP immediately or at maximum ten (10) days after delivery. Failure to provide proper notice may result in any proceeding claim filed by the Customer to be denied.

All suits against BDP must be filed and properly served on BDP as follows:

- (i) for claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) for claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) for claims arising out of the preparation and/or submission of customs brokerage related entries or paperwork, within sixty (60) days from the date of entry(s);
- (iv) for any and all other claims of any other type, within one (1) year from the date of loss or damage.

Failure to give BDP timely notice of a claim in accordance with the time periods stated above shall be a complete defense to any suit or action commenced by the Customer.

Article 24

All claims shall include:

- (i) copy of the waybill, bill of lading or shipping manifest;
- (ii) copy of the commercial invoice and packing list;
- (iii) a description of the goods;
- (iv) a description and details of the nature/extent of the damage or loss;
- (v) Itemized claim amount; and
- (vi) the destruction certificate or salvage receipt.

Article 25

Claims will be processed only after all freight charges have been paid. Claimants may not set off any amounts of pending claims from any charges owed to BDP, and the Customer waives any

and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to BDP.

Article 26 When BDP pays the claims, all rights, title to, and interest in the Goods shall thereupon pass to BDP, and BDP reserves the right to obtain the Goods for salvage and it will be picked up at BDP's sole discretion

VIII. Inspection

Article 27

BDP may, but shall not be obligated to, inspect any shipment. Cargo items tendered may be subject to additional inspection or security outside of BDP's control by transportation carriers or government agencies.

IX. Severability, Jurisdiction and Governing Law

Article 28

If one or more provisions of these terms shall be held to be invalid, illegal or unenforceable, that provision(s) shall be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby

Article 29

Exclusive jurisdiction is deferred to the courts of BDP's registered office, which is presumed to be the place of formation and performance of the Contract, without prejudice to BDP's right to bring the action before another country.

Article 30

Except where law or treaty mandates governing law, these Terms and Conditions of Service, and the performance, rights and obligations of the parties under these Terms, shall be governed by, and construed in accordance with the laws of the country where:

- (i) the shipment was first presented to BDP for carriage;
- (ii) BDP renders customs brokerage services to the Customer; or
- (iii) the country in which BDP provides any warehousing or local transportation services.

