

Translation

In the event of any difference of interpretation, the Dutch original of this English translation shall apply

Qargo Packers BV additional (Special) Terms and Conditions BMSB Treatment

These terms and conditions are applicable to the awarded contract in addition to and in association with the General Terms and Conditions of Qargo Packers BV (Qargo). Both the General Terms and Conditions and these Special BMSB Terms and Conditions were provided with the offer and/or the order and are available on www.qargopackers.com. In case of discrepancies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall prevail.

1. These terms and conditions are applicable to the treatment of goods and/or cargo, including, in particular, a heat treatment in order to render them suitable for export to Australia and New Zealand. Qargo Packers treats your goods, containers and products against the Brown Marmorated Stink Bug (BMSB), through heat treatment.
2. The Client is personally responsible for timely availability of the cargo / containers. Qargo Packers shall never be liable for losses due to delays and consequential damages through late availability, as a result of which the goods cannot be transported in a timely fashion.
3. Qargo does not accept hazardous substances. At the time of the award of the order, the Client shall provide Qargo a description of the cargo to be treated.
4. Unless Qargo was contracted to do so, the Client shall always be responsible for the correct "positioning" of goods in the container. The Client ensures that:
 - a. there is enough free space around the cargo, as a result of which the heat can flow well;
 - b. the cargo is not covered by impenetrable packaging (with the exception of commercial packaging).
5. Qargo shall not be liable for damages in case of refusal or rejection of the cargo, for any reason whatsoever, by the authorities in the country of destination, including Australia and New Zealand, unless this is expressly and exclusively the result of intent or gross negligence on the part of Qargo Packers.
6. For open-top, flat-rack containers and break-bulk it is noted that the containers / goods must be loaded on the vessel within 5 days (120 hours) after the heat treatment. The Client shall always be fully responsible for this taking place in a correct and timely fashion. Qargo shall only be responsible for container handling and potentially, if stipulated, the performance of transportation.
7. Qargo shall not be liable for and does not guarantee the costs of port terminals, shipping companies or other parties that are dealing with the transport of the cargo. The Client indemnifies the contractor against any and all claims of third parties that are directly or indirectly related to the implementation of the agreement.