

# SEA & OCEAN FREIGHT FORWARDING TERMS AND CONDITIONS

## TERMS AND CONDITIONS OF CONTRACT

### SHIPPING FREIGHT COMPANY B.V.

These Ocean Freight Forwarding Terms and Conditions apply to all ocean freight forwarding services, sea freight services, quotations, bookings, arrangements, communications, instructions, logistics services and related activities provided or arranged by SHIPPING FREIGHT COMPANY B.V., unless expressly agreed otherwise in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

For the purpose of these Terms, references to “Ocean Freight” include sea freight, ocean freight, container shipping, FCL, LCL, port-to-port, door-to-port, port-to-door, door-to-door, and related multimodal logistics services arranged by SHIPPING FREIGHT COMPANY B.V.

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## 1. Status of SHIPPING FREIGHT COMPANY B.V.

1.1. SHIPPING FREIGHT COMPANY B.V. acts solely as a **freight forwarder, logistics intermediary and arranging party**, and not as an ocean carrier, vessel operating common carrier, non-vessel operating common carrier, warehouseman, terminal operator, customs authority, stevedore, rail operator, road carrier or performing carrier, unless expressly agreed otherwise in writing.

1.2. SHIPPING FREIGHT COMPANY B.V. arranges transportation and related logistics services on behalf of the customer by engaging ocean carriers, road carriers, rail operators, barge operators, terminal operators, depots, warehouses, customs brokers, port agents, surveyors, inspection companies and other third-party service providers.

1.3. No provision of these Terms shall be interpreted as creating an obligation for SHIPPING FREIGHT COMPANY B.V. to physically carry, store, handle or perform the transportation of goods itself.

1.4. Any bill of lading, sea waybill, transport document, delivery order, booking confirmation, carrier receipt, terminal release or other transport document issued by an ocean carrier, NVOCC, terminal, agent or subcontractor shall remain subject to the respective terms and conditions of that issuing party.

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## 2. Application of FENEX Conditions

2.1. All services, quotations, bookings, transportation arrangements, customs-related assistance, documentation, logistics coordination and related activities performed or arranged by SHIPPING FREIGHT COMPANY B.V. are subject to the latest version of the **Dutch Forwarding Conditions**, also known as the **FENEX Conditions**, including the arbitration clause, unless mandatory law provides otherwise.

2.2. The FENEX Conditions shall apply in addition to these Ocean Freight Forwarding Terms and Conditions. In the event of any conflict between these Terms and the FENEX Conditions, the FENEX Conditions shall prevail to the extent required, unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

2.3. The customer acknowledges that SHIPPING FREIGHT COMPANY B.V. performs forwarding activities as a Dutch freight forwarder and that the FENEX Conditions form an essential part of the contractual relationship between the customer and SHIPPING FREIGHT COMPANY B.V.

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## 3. Definitions

For the purpose of these Terms:

3.1. **“Company”** means SHIPPING FREIGHT COMPANY B.V.

3.2. **“Customer”** means the party requesting, ordering, booking, accepting or paying for services from SHIPPING FREIGHT COMPANY B.V., including the shipper, consignee, exporter, importer, cargo owner, booking party, payer, receiver, principal, agent or any person acting on behalf of such parties.

3.3. **“Merchant”** means the shipper, consignee, consignor, receiver, cargo owner, holder of any transport document, exporter, importer, booking party, beneficial owner of the goods and any person having an interest in the goods.

3.4. **“Goods”** means cargo, containers, packages, pallets, units, equipment, documents and any related cargo interests handled, arranged or coordinated by SHIPPING FREIGHT COMPANY B.V.

3.5. **“Services”** means ocean freight forwarding, logistics coordination, booking assistance, documentation, customs-related assistance, inland transportation arrangements, port coordination, cargo release coordination, insurance arrangement if agreed, and any related service arranged by SHIPPING FREIGHT COMPANY B.V.

3.6. **“Third Parties”** means ocean carriers, NVOCCs, terminals, ports, trucking companies, rail operators, barge operators, customs brokers, warehouses, depots, surveyors, inspection companies, insurers, agents and any other subcontractors or service providers engaged directly or indirectly in connection with the Services.

3.7. **“Charges”** means all freight, local charges, port charges, terminal charges, customs-related costs, duties, taxes, demurrage, detention, storage, per diem, inspection costs, security charges, documentation fees, administrative charges, legal costs, collection costs, third-party charges and any other monetary obligations arising in connection with the Services.

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## **4. Quotations and Booking Acceptance**

4.1. All quotations issued by SHIPPING FREIGHT COMPANY B.V. are non-binding unless expressly stated otherwise in writing.

4.2. All quotations are based on the information provided by the customer and on market conditions, carrier availability, equipment availability, routing, port conditions, exchange rates, fuel costs, terminal charges, carrier tariffs and other cost factors applicable at the time of quotation.

4.3. A quotation may be amended, withdrawn, suspended or cancelled by SHIPPING FREIGHT COMPANY B.V. at any time before written booking confirmation is issued by SHIPPING FREIGHT COMPANY B.V.

4.4. The booking of cargo, issuance of shipping instructions, delivery of cargo for shipment, acceptance of a quotation, payment of an invoice or instruction to proceed shall constitute acceptance of these Terms and all applicable charges.

4.5. Any validity period stated in a quotation applies only to the freight rate and only for the stated period. It does not guarantee space, equipment, routing, schedule, transit time, vessel departure, arrival date or final carrier acceptance.

4.6. Any quotation may be revised if the actual cargo details, weight, dimensions, commodity, HS code, packing, cargo readiness date, routing, origin, destination, delivery address, customs status or service requirements differ from the information originally provided.

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## **5. Customer Instructions and Accuracy of Information**

5.1. The customer is solely responsible for providing complete, accurate and timely instructions and information required for the performance of the Services.

5.2. Such information includes, without limitation, cargo description, commodity, HS code, weight, dimensions, package count, cargo value, Incoterms, shipper details, consignee details, notify party, customs status, origin, destination, loading address, delivery address, special handling requirements, hazardous nature, temperature requirements and any regulatory restrictions.

5.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on the information provided by the customer without independent verification.

5.4. The customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, fines, penalties, losses, delays, customs issues, storage, inspections, demurrage, detention, carrier charges, legal costs and third-party costs arising from inaccurate, incomplete, late, misleading or non-compliant information.

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## **6. Documentation Responsibility**

6.1. The customer is solely responsible for providing all documents required for export, import, customs clearance, transit, compliance, security filing, cargo release and delivery.

6.2. Such documents may include commercial invoices, packing lists, certificates of origin, licenses, permits, customs declarations, HS codes, export control documentation, dangerous goods declarations, safety data sheets, letters of authorization, power of attorney, certificates, VGM declarations and any other documents required by law or by third parties.

6.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delays, penalties, customs fines, storage, inspections, seizure, refusal of cargo, cargo holds, non-release or additional costs arising from incomplete, incorrect, late or missing documents.

6.4. If SHIPPING FREIGHT COMPANY B.V. assists with customs-related formalities, such assistance shall be performed based on information and documents supplied by the customer and shall not relieve the customer from responsibility for accuracy and compliance.

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## **7. Subcontractors and Third-Party Terms**

7.1. SHIPPING FREIGHT COMPANY B.V. has the unrestricted right to select, appoint, substitute and subcontract any Third Party necessary or appropriate for the performance of the Services.

7.2. The customer authorizes SHIPPING FREIGHT COMPANY B.V. to engage Third Parties and to accept their terms and conditions, tariffs, bills of lading, waybills, terminal rules, depot

rules, warehouse conditions, carrier conditions and liability limitations on behalf of and at the risk and expense of the customer.

7.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for any act, omission, delay, default, negligence, insolvency, operational failure or breach by any Third Party, except to the extent liability cannot be excluded under mandatory law.

7.4. All claims related to physical carriage, terminal operations, storage, container handling, customs inspections or inland transportation may be subject to the terms and liability limitations of the relevant performing Third Party.

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## **8. Carrier, Routing and Schedule Selection**

8.1. Unless expressly agreed otherwise in writing, carrier selection, routing, port selection, transshipment arrangements, inland mode, depot, terminal, warehouse and subcontractor selection shall remain at the discretion of SHIPPING FREIGHT COMPANY B.V.

8.2. SHIPPING FREIGHT COMPANY B.V. may arrange direct or indirect routing, transshipment, multimodal transport, barge, rail, road, feeder vessel or other commercially reasonable transport solutions.

8.3. Any vessel name, voyage number, ETD, ETA, transit time, cut-off date or delivery date provided to the customer is indicative only and shall not constitute a guarantee.

8.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay, missed connections, rolled bookings, blank sailings, port omissions, congestion, vessel changes, schedule changes or carrier operational decisions.

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## **9. Space, Equipment and Carrier Acceptance**

9.1. All bookings are subject to final carrier acceptance, vessel space, equipment availability, port conditions, terminal capacity, cargo readiness, customs clearance, compliance checks and operational feasibility.

9.2. SHIPPING FREIGHT COMPANY B.V. does not guarantee container availability, vessel space, equipment type, empty container release, cut-off acceptance, terminal acceptance or loading on a specific vessel.

9.3. If a carrier rejects, rolls, cancels, amends or delays a booking, SHIPPING FREIGHT COMPANY B.V. may attempt to arrange an alternative solution, but shall not be liable for

additional charges, delay, storage, demurrage, detention or market rate increases resulting from such circumstances.

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## **10. Freight, Charges and Rate Adjustments**

10.1. Freight and Charges shall be payable in accordance with the quotation, booking confirmation, invoice or agreed payment terms.

10.2. All quotations are subject to surcharges, accessorial and third-party charges applicable at the time of shipment execution, including but not limited to BAF, CAF, PSS, GRI, EBS, war risk surcharge, congestion surcharge, low water surcharge, canal surcharge, ISPS, terminal handling charges, documentation charges, equipment imbalance charges, customs-related charges, inspection charges, storage, demurrage and detention.

10.3. If any cost factor increases between the date of quotation and the date of shipment execution, SHIPPING FREIGHT COMPANY B.V. reserves the right to pass such increase to the customer.

10.4. All foreign services are quoted based on exchange rates applicable at the time of quotation and may be adjusted due to exchange rate fluctuations, banking charges or currency conversion costs.

10.5. Unless expressly agreed otherwise in writing, duties, taxes, VAT, customs duties, governmental charges, inspections, customs examinations, storage and third-party charges are not included in freight quotations.

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## **11. Payment and Release of Cargo**

11.1. All invoices issued by SHIPPING FREIGHT COMPANY B.V. are payable strictly in accordance with the payment terms stated on the invoice.

11.2. Unless otherwise agreed in writing, all freight, local charges, customs-related charges, duties, taxes, demurrage, detention, storage and related costs must be paid before cargo release, document release, delivery order release or final delivery.

11.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to suspend services, withhold cargo, documents, release instructions, delivery orders or shipment information in the event of overdue balances, payment disputes, insufficient credit approval, exceeded credit limits or any outstanding financial obligations.

11.4. Payment to a third party, broker, agent or intermediary shall not be deemed payment to SHIPPING FREIGHT COMPANY B.V. unless such party has been expressly authorized in writing by SHIPPING FREIGHT COMPANY B.V. to receive payment on its behalf.

11.5. All legal fees, debt collection costs, recovery expenses, storage costs, carrier penalties, administrative costs and third-party costs incurred due to late payment, non-payment or breach by the customer shall be recoverable from the customer.

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## **12. Lien**

12.1. SHIPPING FREIGHT COMPANY B.V. shall have a general and continuing lien over all goods, documents, containers, funds and cargo-related materials in its possession or control for all amounts owed by the customer, Merchant or cargo interests.

12.2. Such lien shall secure all freight, charges, duties, taxes, advances, storage, demurrage, detention, legal costs, collection costs and any other amounts due to SHIPPING FREIGHT COMPANY B.V., whether related to the specific shipment or to any other shipment or service.

12.3. SHIPPING FREIGHT COMPANY B.V. may exercise, enforce or transfer such lien in accordance with applicable law and the FENEX Conditions.

12.4. Any storage, preservation, enforcement, sale, auction, legal or recovery costs incurred in connection with the lien shall be for the account of the customer.

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## **13. Free Time, Demurrage, Detention and Storage**

13.1. Any free time mentioned in a quotation, booking confirmation, email, carrier schedule or operational communication is indicative only and subject to final confirmation by the relevant ocean carrier, terminal, depot, rail operator, barge operator, port authority or inland carrier.

13.2. Free time may be amended, reduced, suspended, cancelled or withdrawn by the relevant carrier, terminal, depot or authority without prior notice.

13.3. SHIPPING FREIGHT COMPANY B.V. does not guarantee free time, demurrage-free periods, detention-free periods, storage-free periods, terminal free days, rail storage free days, port storage free days or depot free days.

13.4. All demurrage, detention, storage, per diem, chassis charges, terminal storage, port storage, rail storage, depot charges, customs hold charges, inspection charges and related costs shall be for the account of the customer and/or cargo interests.

13.5. The customer is responsible for timely customs clearance, document submission, cargo release, container pickup, delivery, unloading and return of empty containers.

13.6. If containers are not returned within the prescribed free time or are returned dirty, damaged, odorous or unsuitable for further use, all resulting detention, cleaning, repair, loss-of-use and related costs shall be for the account of the customer.

13.7. Any dispute between the customer and the carrier, consignee, terminal, warehouse or customs authority shall not relieve the customer from the obligation to pay demurrage, detention, storage or related Charges invoiced by SHIPPING FREIGHT COMPANY B.V.

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## **14. Cargo Packing, Condition and Suitability**

14.1. The customer warrants that the goods are properly packed, marked, labelled, secured, palletized, braced, protected and prepared for international ocean, inland and multimodal transportation.

14.2. The customer is responsible for ensuring that packaging is suitable for containerized transport, sea carriage, road transport, rail transport, terminal handling, warehousing, lifting, stacking, temperature exposure, humidity and normal transport risks.

14.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss, damage, delay or additional costs caused by insufficient, unsuitable, defective or non-compliant packaging.

14.4. If goods are loaded, stuffed, sealed or secured by the customer, shipper, warehouse, supplier or any third party other than SHIPPING FREIGHT COMPANY B.V., the customer shall remain fully responsible for stuffing, stowage, weight distribution, securing, lashing, blocking, bracing and sealing.

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## **15. Container Stuffing and Sealing**

15.1. Where containers are packed or loaded by the customer or by parties acting on behalf of the customer, SHIPPING FREIGHT COMPANY B.V. shall not be responsible for the condition, count, weight, description, quality, loading, securing or stowage of the contents.

15.2. The customer shall ensure that containers are properly loaded, sealed and compliant with carrier, port, customs and safety requirements.

15.3. The customer shall be liable for all loss, damage, fines, penalties, delays, injury, cargo damage, container damage, vessel damage, terminal damage or third-party claims arising from

improper loading, overweight containers, misdeclared cargo, poor weight distribution or defective securing.

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## **16. Verified Gross Mass and Cargo Weight**

16.1. The customer is solely responsible for providing accurate Verified Gross Mass, cargo weight, package weight and container weight information in accordance with SOLAS VGM requirements and any applicable regulations.

16.2. SHIPPING FREIGHT COMPANY B.V. may rely on the VGM and weight information provided by the customer.

16.3. Any fines, penalties, delays, container rejection, terminal refusal, vessel non-loading, weighing charges, correction fees or related costs arising from incorrect or late VGM or weight declarations shall be for the account of the customer.

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## **17. Dangerous Goods and Restricted Cargo**

17.1. Dangerous goods, hazardous cargo, IMO cargo, lithium batteries, chemicals, flammable goods, explosives, radioactive material, corrosive goods, toxic substances or any restricted cargo may not be tendered without prior written disclosure and written acceptance by SHIPPING FREIGHT COMPANY B.V. and the relevant carrier.

17.2. The customer must provide all required dangerous goods declarations, safety data sheets, classifications, packing group details, emergency instructions, labels, marks and documentation.

17.3. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, cancel or return any shipment if dangerous or restricted cargo has not been properly declared, documented, packed, marked or accepted.

17.4. The customer shall indemnify SHIPPING FREIGHT COMPANY B.V. against all claims, fines, penalties, damage, loss, delay, emergency costs, environmental costs and legal costs arising from dangerous goods or restricted cargo.

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## **18. Temperature-Controlled and Special Cargo**

18.1. Temperature-controlled, refrigerated, frozen, pharmaceutical, food-grade, perishable, high-value, fragile, oversized, out-of-gauge, project cargo or other special cargo must be declared in writing before booking.

18.2. The customer must provide all required temperature settings, tolerances, handling instructions, cargo specifications and special requirements.

18.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for temperature deviation, reefer malfunction, improper pre-cooling, incorrect settings, power interruption, carrier refusal, delay or damage unless such liability cannot be excluded under mandatory law.

18.4. Any special equipment, reefer monitoring, genset, survey, inspection, lashing, escort, permit, storage or handling costs shall be for the account of the customer.

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## **19. Customs, Export Control and Regulatory Compliance**

19.1. The customer warrants that all goods, parties, documents, transactions, countries, origin, destination, routing, end-users and shipment-related activities comply with all applicable customs laws, export control regulations, import regulations, sanctions laws, trade restrictions and governmental requirements.

19.2. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, delay, cancel or terminate any shipment if it has reason to believe that the shipment may violate applicable laws, regulations, sanctions, export controls, customs requirements, carrier requirements or internal compliance policies.

19.3. The customer shall be responsible for all fines, penalties, customs claims, duties, taxes, seizures, delays, storage, inspections, legal costs and third-party claims arising from non-compliance.

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## **20. Sanctions and Trade Compliance**

20.1. The customer warrants that neither the customer, shipper, consignee, notify party, beneficial owner, end-user, supplier, buyer, cargo owner nor any other party involved in the shipment is subject to applicable sanctions or trade restrictions.

20.2. The customer further warrants that the goods are not prohibited, restricted or controlled in a manner that would prevent lawful transportation, export, import, transit, handling or delivery.

20.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to screen shipment parties, cargo details, documents, routing and transactions against applicable sanctions, compliance databases and internal compliance procedures.

20.4. SHIPPING FREIGHT COMPANY B.V. may refuse, suspend, hold, inspect, return, cancel or terminate any shipment without liability if compliance concerns arise.

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## **21. Inspection and Security**

21.1. SHIPPING FREIGHT COMPANY B.V., carriers, terminals, customs authorities, port authorities, governmental authorities and other authorized parties may inspect, scan, x-ray, open, examine, weigh, measure or verify cargo where required.

21.2. All costs, delays, storage, handling charges, re-packing, re-sealing, inspection costs and related expenses arising from such inspection or security measures shall be for the account of the customer.

21.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for loss, damage, delay or additional costs resulting from inspections, customs examinations, security checks or governmental actions.

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## **22. Cargo Insurance**

22.1. Cargo insurance is not automatically included unless expressly confirmed in writing by SHIPPING FREIGHT COMPANY B.V.

22.2. If cargo insurance is requested by the customer and accepted by SHIPPING FREIGHT COMPANY B.V., such insurance shall be arranged subject to the terms, conditions, exclusions, deductibles and limitations of the relevant insurer.

22.3. If the customer declines or fails to request cargo insurance, the shipment shall move at the customer's own risk and subject to the liability limitations applicable under the FENEX Conditions, carrier terms, international conventions and mandatory law.

22.4. The customer acknowledges that liability limitations may be significantly lower than the commercial value of the goods.

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## **23. Liability of SHIPPING FREIGHT COMPANY B.V.**

23.1. SHIPPING FREIGHT COMPANY B.V. shall only be liable to the extent liability arises under the applicable FENEX Conditions or mandatory applicable law.

23.2. SHIPPING FREIGHT COMPANY B.V. shall not be liable for acts, omissions, defaults, delays, loss, damage or negligence of Third Parties, except to the extent such liability cannot be excluded under mandatory law.

23.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for indirect loss, consequential loss, loss of profit, loss of market, loss of sales, loss of production, loss of business opportunity, contractual penalties, reputational damage or any other indirect or consequential damage.

23.4. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay unless mandatory law provides otherwise.

23.5. If SHIPPING FREIGHT COMPANY B.V. is found liable, its liability shall be limited in accordance with the FENEX Conditions and any applicable mandatory conventions or laws.

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## **24. Liability of Carriers and Other Performing Parties**

24.1. Where the loss, damage, delay or claim occurred during a stage of carriage performed by an ocean carrier, road carrier, rail operator, barge operator, terminal, warehouse or other Third Party, the liability of such party shall be determined by its own terms and conditions and by any applicable mandatory convention or law.

24.2. Such conventions may include, where applicable, the Hague Rules, Hague-Visby Rules, CMR Convention or other mandatory transport regimes.

24.3. SHIPPING FREIGHT COMPANY B.V. may, at its discretion and without assuming liability, assist the customer in presenting claims to carriers or other Third Parties.

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## **25. Notice of Claims**

25.1. The customer must notify SHIPPING FREIGHT COMPANY B.V. in writing immediately upon discovery of any loss, damage, shortage, delay, customs issue, delivery discrepancy or potential claim.

25.2. Visible loss or damage must be noted at the time of delivery on the relevant delivery document, proof of delivery, CMR, terminal release, interchange receipt or other receipt document.

25.3. Failure to provide timely written notice and supporting documents may prejudice or invalidate the customer's claim.

25.4. The customer must provide all relevant documents, including invoices, packing lists, photos, delivery notes, survey reports, claim statements, customs documents and evidence of cargo value.

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## **26. Time Bar**

26.1. Any claim against SHIPPING FREIGHT COMPANY B.V. must be brought within the time limits set out in the applicable FENEX Conditions and/or mandatory applicable law.

26.2. Where a claim is subject to a carrier's bill of lading, sea waybill, terminal terms, road carrier terms or other Third-Party terms, shorter notice periods or time bars may apply.

26.3. The customer is responsible for protecting all applicable claim deadlines against carriers, insurers, terminals and Third Parties.

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## **27. Delay and No Guaranteed Delivery**

27.1. SHIPPING FREIGHT COMPANY B.V. does not guarantee vessel departure, vessel arrival, cargo availability, customs clearance time, port release, delivery time or final delivery date.

27.2. Any ETD, ETA, transit time, delivery date or schedule provided is indicative only.

27.3. SHIPPING FREIGHT COMPANY B.V. shall not be liable for delay caused by carriers, terminals, customs authorities, port congestion, weather, strikes, equipment shortages, inspections, documentation issues, compliance checks, governmental measures or other circumstances beyond its reasonable control.

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## **28. Force Majeure**

28.1. SHIPPING FREIGHT COMPANY B.V. shall not be liable for failure, delay, disruption, cost increase or non-performance caused by circumstances beyond its reasonable control.

28.2. Such circumstances include, without limitation, war, terrorism, piracy, sanctions, embargoes, strikes, labor disputes, port congestion, terminal congestion, carrier cancellations, blank sailings, vessel delays, equipment shortages, customs holds, governmental measures, pandemics, epidemics, natural disasters, severe weather, cyber incidents, accidents, fire, explosions, civil unrest and market disruptions.

28.3. In such circumstances, SHIPPING FREIGHT COMPANY B.V. may amend, suspend, cancel, re-route, re-quote or renegotiate any service, quotation or booking without liability.

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## **29. Abandoned, Unclaimed or Refused Cargo**

29.1. If cargo is refused, abandoned, unclaimed, not cleared, not collected or not delivered due to customer default, consignee refusal, customs issue, documentation issue or any other reason not caused by SHIPPING FREIGHT COMPANY B.V., all resulting charges shall be for the account of the customer.

29.2. Such charges may include storage, demurrage, detention, disposal, destruction, return freight, customs penalties, legal costs, terminal charges and carrier costs.

29.3. SHIPPING FREIGHT COMPANY B.V. may take such measures as it considers commercially reasonable to protect its position and mitigate further costs, including arranging storage, return, disposal or sale, subject to applicable law and the FENEX Conditions.

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## **30. Confidentiality**

30.1. All quotations, rates, pricing structures, carrier details, routing solutions, commercial conditions, operational methods, customer-specific arrangements and business information provided by SHIPPING FREIGHT COMPANY B.V. are confidential.

30.2. The customer shall not disclose such information to competitors, carriers, agents, brokers, intermediaries or third parties without prior written consent from SHIPPING FREIGHT COMPANY B.V.

30.3. Unauthorized use, copying, forwarding, disclosure or distribution of quotations or commercial information is strictly prohibited.

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## **31. Electronic Communication and Acceptance**

31.1. The customer accepts that email, online forms, CRM portals, electronic signatures, digital approvals, booking instructions and other electronic communications may be used for operational and contractual purposes.

31.2. Instructions, approvals, confirmations or acceptances sent electronically shall be treated as valid and binding unless the customer immediately objects in writing.

31.3. SHIPPING FREIGHT COMPANY B.V. shall be entitled to rely on instructions received from the customer's employees, representatives, agents, email addresses, systems or authorized communication channels.

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## **32. Indemnity**

32.1. The customer shall indemnify and hold SHIPPING FREIGHT COMPANY B.V. harmless against all claims, losses, penalties, fines, liabilities, damages, costs and expenses arising from:

- a. inaccurate cargo information;
  - b. incorrect or late documents;
  - c. customs or regulatory non-compliance;
  - d. sanctions or export control violations;
  - e. dangerous goods or undeclared cargo;
  - f. improper packing, loading or securing;
  - g. overweight containers or incorrect VGM;
  - h. non-payment or late payment;
  - i. abandoned or refused cargo;
  - j. claims by shippers, consignees, cargo owners or third parties;
  - k. any breach of these Terms by the customer or Merchant.
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## **33. No Waiver**

33.1. Failure by SHIPPING FREIGHT COMPANY B.V. to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other right.

33.2. Any waiver, amendment or deviation from these Terms shall be valid only if expressly agreed in writing by an authorized representative of SHIPPING FREIGHT COMPANY B.V.

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## **34. Severability**

34.1. If any provision of these Terms is held to be invalid, unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

34.2. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the commercial and legal intention of the original provision.

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## **35. Governing Law and Dispute Resolution**

35.1. These Terms, and all services performed or arranged by SHIPPING FREIGHT COMPANY B.V., shall be governed by Dutch law, unless mandatory law provides otherwise.

35.2. Any dispute arising out of or in connection with quotations, bookings, services, invoices, cargo, claims or any other activity performed or arranged by SHIPPING FREIGHT COMPANY B.V. shall be resolved in accordance with the dispute resolution provisions of the applicable FENEX Conditions, including the arbitration clause, unless mandatory law provides otherwise.

35.3. SHIPPING FREIGHT COMPANY B.V. reserves the right to bring debt collection proceedings, payment claims, lien enforcement actions or urgent protective measures before any competent court where permitted by applicable law.

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## 36. Entire Agreement

36.1. These Terms, together with the applicable quotation, booking confirmation, invoice, FENEX Conditions, carrier terms and any written agreement signed by SHIPPING FREIGHT COMPANY B.V., constitute the contractual framework governing the Services.

36.2. In the event of inconsistency between these Terms and any customer purchase order, customer standard terms, email footer, portal terms or other customer document, these Terms shall prevail unless SHIPPING FREIGHT COMPANY B.V. expressly agrees otherwise in writing.

36.3. Customer terms and conditions shall not apply unless expressly accepted in writing by SHIPPING FREIGHT COMPANY B.V.

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## 37. Company Details

### **SHIPPING FREIGHT COMPANY B.V.**

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1119 PW Schiphol-Rijk

The Netherlands

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