



Regional Container Lines

NOTICE IN RESPECT TO DANGEROUS GOODS, MISDECLARATION AND REGULATIONS ON CARGO / CONTAINER(S) AND FLEXIBAG

With Immediate Effect on and from [16/07/2024]

(hereinafter the 'Notice')

Dear Valued Customer,

(A) Accurate Declaration of Dangerous Goods (DG) for shipment:

Regardless of intention and/or recklessness and/or misconduct, whether via act and/or omission, non-declaration or inaccurate declaration, can lead to severe consequences, causing significant harm to lives, property, the environment and legal problems with authorities.

It is a legal requirement and absolute duty of the Merchant to provide detailed and accurate declaration of any DG shipped with the Carrier.

(B) Mandatory Compliance:

It is mandatory that the Merchant complies with all relevant regulations regarding the declaration, packaging, labelling, transportation and disposal of dangerous goods. Before delivering any goods to the Carrier's designated locations, please contact the Carrier or other relevant authorized personnel to ensure your compliance to the Carrier's transportation conditions, requirements and procedures.

(C) Penalty:

The Merchant's failure to comply with Sections (A) and (B) as hereinabove specified will be subjected to the following penalties and consequences as follows:

[1] Non-Declaration and/or Inaccurate / Misdeclaration

The Merchant shall be charged a penalty of United States Dollars Thirty Thousand (USD30,000.00) per container for non-declaration and/or inaccurate / misdeclaration (irrespective of intention and/or recklessness and/or misconduct, whether via act and/or omission), in relation to improper declaration of cargoes which are or may be combustible / flammable, including radio-active materials and for cargo with similar hazardous propensities.

[2] In the event of fire on board

In the event of fire on board our vessel due to your non-declaration and/or inaccurate / misdeclaration (irrespective of intention and/or recklessness and/or misconduct, whether via act and/or omission), the Merchant will be subjected to:

- i. the above penalty under (C)[1] in the amount of United States Dollars Thirty Thousand (USD30,000.00) per container; AND
- ii. a deposit of United States Dollars One Hundred Thousand (USD100,000.00) per container (Deposit) constituting the minimum anticipated liquidated damages.

The above Deposit shall be used for subsequent expenses such as (inter alia and by no means exhaustive), container damages, overdue detention fees, terminal fees, local customs-related processing fees and related fines, penalties, costs and charges as well as the risks, responsibilities and all loss compensation fees arising from such accidents whatsoever incurred.

If such Deposit is insufficient, we reserve the right to demand for further amounts as necessary.

[3] Flexibag Misdeclaration / Inaccurate Declaration

The Merchant shall seek special approval from the Carrier and provide a Letter of Indemnity (LOI) prior to loading.

The Merchant shall be charged a penalty of United States Dollars Thirty Thousand (USD30,000.00) per container in addition to the flexibag surcharge for non-declaration and/or inaccurate declaration (irrespective of intention and/or recklessness and/or misconduct, whether via act and/or omission), in relation to improper

declaration of cargoes which are or may be combustible / flammable, including radio-active materials and for cargo with similar hazardous propensities.

The respective container operator and/or the Merchant shall be held fully liable (inter alia and by no means exhaustive), for all associated costs, including cargo claims, restows, cleaning costs, vessel delays, and any other costs whatsoever incurred in the event of any leakage from the flexibag container(s).

[4] Alteration or Modification to Container's Structures

Any alteration or modification to the container(s)' structures and fittings without the written consent of the Carrier or container operator shall be subjected to a penalty of United States Dollars Two Thousand (USD2,000.00) per container. Any container(s)' damages and/or repair costs incurred shall be charged separately by the Carrier.

[5] In addition, the Carrier shall at any time be at liberty and at its sole discretion reserve its rights to unilaterally cease or terminate the shipment of goods recorded in the Bill of Lading wherein the Merchant shall be subjected to payment of the Deposit under Section (C)[2] ii hereinabove specified.

- (D)** No goods which are or may become dangerous, inflammable or damaging (including radio-active materials), or which results in loss and/or damage to any property, shall be tendered to the Carrier for carriage without express written consent.
- (E)** The Merchant is deemed to have knowledge of the nature of the cargo shipped and its propensities. Irrespective of the Carrier's acceptance of carriage of such cargo, the Merchant remain fully liable and shall indemnify the Carrier against ALL claims, losses, damages and/or expenses whatsoever arising in consequence of the carriage of such cargo.
- (F)** The term "Merchant" has the same definition as that used in the Carrier's Bill of Lading and this said Notice shall be read together with the Carrier's Bill of Lading Terms and Conditions which remains unchanged.

Best regards.