



STANDARD TRADING CONDITIONS

All customers dealing with **King Star Freight Pvt Ltd** are bound by the Standard Trading Conditions detailed below.

For the purpose of better understanding, the key terms used are explained below :

1. **KSFPL** – KING STAR FREIGHT PVT LTD
2. **SHIPPER** – includes Exporter / Booking Party / Manufacturer / Merchant Exporter / Trader or any Agent appointed by these entities to transact with KSFPL on their behalf.
3. **PRINCIPAL** – An organization which has signed an agreement with KSFPL for providing NVOCC agency services.
4. **NVOCC** – Non Vessel Owning Container Carrier.

1. **OBL TERMS & CONDITIONS** : All shipments effected are subject to the terms and conditions of the Bill of Lading issued by
 - Our principals (for our *agency business*)
 - Our NVOCC Tank Operators or Shipping Lines (for our *forwarding business*)
2. **CLAIMS** : Cargo related claims, if any, will be handled by us “*as agents*” only. i.e. the cargo claim will be settled by our principals / shipping lines / tank operators or their insurers as per the terms of the Bill of Lading. ***KSFPL will not be directly responsible for the settlement of such claims.***
3. **OBL BY COURIER** : Original Bills of Lading that are being sent to our Shipper by courier will remain the **responsibility of the Shipper**, in case of loss in transit. The Shipper will co-operate in every manner to ensure that the process required by the shipping line / tank operator is followed to obtain the release of the cargo.
4. **D.G DECLARATION** : Dangerous Goods (D.G) declaration that are being filled by KSFPL team is only an *additional service* to our Shipper. The *responsibility* of the contents so declared in the DG declaration continue to *remain with the shipper*. ***KSFPL does not accept any responsibility or liability for clerical errors or omissions of any kind.*** Customer are requested to check the same thoroughly in advance and advise corrections if any to avoid any issues with the shipping lines.



5. **MSDS** : The MSDS provided by the Shippers must be not be more than 5 years old and the shipper must ensure that the MSDS is correct in all respects. Different shipping lines have levied huge penalties for MISDECLARATIONS. If such misdeclaration is proven by the shipping lines, all such penalties shall be the sole responsibility of the Shipper. Shipping Lines have implemented MISDECLARATION *penalty to the tune of USD 10,000/- (maybe even more) per tank.*

6. **INTERNAL DAMAGE OF TANK** : Tank Operators are provided a copy of the MSDS prior to the shipment for cargo approval. If there is internal damage to the tank due to the product specification not matching with the MSDS provided, the tank operator will recover such costs from the consignee and in the case of their refusal to pay the same, the claim for repair costs will be made with the shipper. *Shipper will be responsible for such costs.*

7. **DAMAGE/REPAIR** : Damage to the equipment will be the responsibility of the shipper or consignee. Shippers must be able to evidence old damages with photos so that their interest is protected. Tank operators expect that their tanks be returned to them in the same condition as it was delivered to the shipper for stuffing at the port of loading. In the event of any damage to the tanks, the cost of repairs will be to shipper or consignee's account at Load port or Discharge port wherever the damage is reported. Demurrage at the rate of **USD 40 per day per tank** will be applicable until the tank is repaired and brought back to its original condition.

8. **PLACARDS & MARKINGS ON TANK** : *Affixing of hazardous placards (stickers) and markings as per the IMDG code is the responsibility of the shipper.* Shippers must ensure that all such criteria are met before the equipment is gated into the port for shipment. Details on Placarding and Marking are available on our website. The ramifications on not affixing proper placards (stickers) – RIGHT SIDE UP are very serious. Penalties from Port Authorities worldwide are very high. Please pay special attention to this.

9. **DEMURRAGE/DETENTION** : As per the local practice in several countries, the destination demurrage / detention costs on ISO TANKS that are billed to the consignee at the Port of Discharge are often referred to the shippers for collection. The shipper must bear the responsibility for such costs, if the consignee refuses to pay such costs to our destination agents.



10. **VALIDITY OF QUOTATION** : Quotations made are deemed to be valid until further notice unless the quotation clearly states a validity date. Quotation will remain valid based on the "SHIPPED ON BOARD" date of the shipment.
11. **RESIDUE/WASTE DISPOSAL** : Cargo Residue - 100% cargo should be discharged from the tank any residue leftover then all expenses for additional cleaning, Waste disposal, will be for the account of the final receiver/consignee.
12. **ADHERENCE TO FILLING LIMIT** : Hazardous Cargoes loaded into ISO Tank containers have a MINIMUM FILLING LIMIT of 80 percent of the tank container's actual capacity (to be found on the data plate affixed to the tank container frame). MAXIMUM FILLING LIMIT to be as per IMDG Amendment 33*. We recommend not more than 95 percent of the actual capacity of the tank container.
13. **COST FOR EMPTY RETURN OF TANK AFTER PICK UP FOR EXPORT** : Equipment picked up from the depot by the shipper or their authorized transporter can be returned back to the depot without being exported, however, the cost of pre-demurrage (export detention) will be applicable from the date of pick up from depot to the date of return to the depot. LOLO charges will also be to the Shippers account. If the ISO tank has been returned with residue, resultant cleaning costs and survey cost will also be to the Shipper's account.
14. **INSURANCE OF TANK** : *The safety of the ISO tank while in the Shipper or his transporter's possession is the Shipper's responsibility.* The cost of an ISO tank is USD 17000/- per tank. It is recommended that *the shipper undertakes to insure the tank (not just their cargo) during the road transportation leg to the factory and back to the port.* In transit damage to the tank during transportation can be a huge unforeseen cost and usually not covered by Shipper's Transporter. The shipper must assess and cover themselves for such risk and cost.
15. **DISPUTE SETTLEMENT** : Jurisdiction for any disputes will be Courts in Mumbai, Maharashtra, India.