



BOCS GMBH STANDARD BOOKING TERMS AND CONDITIONS

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1. DEFINITIONS

“Carrier” means BOCS Bremen Overseas Chartering and Shipping GmbH, Martinistraße 29, 28195 Bremen, Germany;

“Merchant” includes the person in whose name the booking was concluded with the Carrier, the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading, the Owner of the Cargo and any person entitled to possession of the Cargo;

“Booking (forwarding) agent” means any individual or legal entity appointed by the Merchant and authorized to act on the Merchant’s behalf in all matters concerning the carriage of the Goods;

“Goods” means the whole or any part of the cargo received from the Merchant for transport including all packaging, and any equipment or container not supplied by or on behalf of the Carrier;

“IMDG Code” refers to the International Maritime Code for Dangerous Goods as adopted by the International Maritime Organization (IMO) and as implemented into the relevant national law applicable to the transport.

2. GENERAL TERMS

2.1 The Booking Confirmation is issued at the request and for the convenience of the Merchant and/or his booking (forwarding) agent. These Standard booking terms and conditions will be superseded by the Carrier’s standard Bill of Lading terms and conditions as soon as the bill of lading is issued by the Carrier. In the event of any conflict between these standard booking terms and conditions and the Carrier’s standard Bill of Lading terms and conditions, the Bill of Lading terms and conditions shall prevail. Please find the latest version of the Bill of Lading conditions via the following link: <https://www.bocs.de/page/billoflading>

2.2 It is a condition of the Carrier’s acceptance of the booking that the Merchant agrees and accepts that it will be deemed a “Merchant” as defined in Clause 1 and as such will be responsible for all the obligations and liabilities of the shipper, whether disclosed or not. Any subsequent nomination of a shipper or other party in relation to the booking shall be subject to the Carrier’s discretionary acceptance. In nominating a shipper the Merchant warrants that it has authority to legally bind the nominated shipper and, should that not be the case, that the Merchant will assume full responsibility and liability and shall indemnify the Carrier for any and all loss suffered or cost incurred as a consequence of the absence of such authority.

2.3 For any IMO/IMDG classed goods the Merchant has to disclose and declare any relevant cargo documentation and information including but not limited to the inflammable, explosive or dangerous nature of all Goods offered for shipment prior to final booking confirmation. This also applies to goods that are not classified as dangerous goods by the IMO/IMDG but are or may become dangerous and/or require special handling. For such Goods, the booking confirmation is provisional and always subject



to approval / reconfirmation by the Carrier or Master of the carrying vessel that such Goods are accepted for shipment on board. The Carrier may in its discretion refuse to load such cargo and cancel the booking without any liability whatsoever.

3. CORRECTNESS OF BOOKING CONFIRMATION

3.1 The Merchant is obliged to carefully check all details on the booking confirmation and/or revised booking confirmation, including but not limited to:

Place of receipt/port of loading;

Port of discharge/place of delivery;

Intended vessel voyage;

Amount, type and size of cargo;

Cargo weight and volume;

Cargo marks.

3.2 If the Merchant notes any discrepancy between the booking confirmation and its original booking, it is obliged to inform the Carrier (by email) as soon as possible, but in any case, within 24 hours after receipt of the booking confirmation. The Carrier will not accept any responsibility for possible mis-stowage or any other consequence as a result of inconsistency between the Merchant's booking instructions and the Carrier's booking confirmation.

4. DESCRIPTION OF GOODS

Should the description of the Goods provided at the time of booking or as amended be inaccurate, the Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever, unless the inaccuracy is a result of an error or omission on the part of the Carrier

5. GOODS, LASHING AND SECURING

5.1 Dangerous or hazardous Goods may be accepted by the Carrier in reliance on the Merchant's information about their full and true nature. The Merchant's dangerous or hazardous Goods declarations must be in the format required by all applicable regulations and provided to the Carrier as soon as possible but no later than seven (7) working days prior to the delivery date of the Goods in the port of loading along with the Material Safety Data Sheet (MSDS) and the delivery date of the Goods in port of loading. This is to ensure the Carrier is able to comply with Port Authorities'



requirement of prior notification of arrival of such Goods in port at least 24 hours prior to the physical arrival of the Goods.

5.2 Incorrectly submitted declarations or late notifications may result in non-shipment of the Goods by order of Port Authorities or by decision of the Carrier.

5.3 The Merchant is responsible to ensure that Goods presented for shipment are properly packed, labelled, port marked (discharge port) and in a seaworthy condition.

5.4 Acceptance of IMO, dangerous or hazardous goods is subject to the discretion and potential additional instructions of the Carrier.

5.5 Direct delivery by barge shall be subject to prior agreement and possible additional requirements of the Carrier. Any additional cost shall be for the Merchant's account.

5.6 The Goods shall be fit for the intended carriage with sufficient internal strength and with any loose parts properly secured, so as to withstand the forces to which they will be subjected during the loading operation, carriage and discharge operation. The Goods shall be properly marked by the Merchant to indicate the exact place(s) where piece(s) are to be lifted/lashed and to indicate exact dimensions and weight and, to the extent necessary to enable the Carrier to lift the cargo in a steady and stable manner, the location of the center of gravity.

5.7 Unless otherwise specified the Merchant warrants that the cargo is stackable and can be overstowed.

6. CARGO DELIVERY AT PORT OF LOADING / RECEPTION AT PORT OF DISCHARGE

6.1 Together with the Booking the Merchant shall provide the instructions for the cargo delivery for shipment at the port of loading. The delivery prior to the dates specified may not be accepted by the terminal or may result in additional charges for the Merchant.

6.2 Carrier shall not be liable for any waiting time of trucks for any cause whatsoever, unless the waiting time is caused by gross negligence or wilful misconduct on the part of the Carrier.

7. FREIGHT AND CHARGES

7.1 Freight and charges are based on the instructions provided by the Merchant up to the date of the Booking Confirmation and may change if the Merchant's instructions change thereafter.



7.2 Freight rates are subject to any surcharges valid at the time of shipment, including but not limited to:

- Hazardous/Dangerous Goods Surcharge
- Bunker Adjustment Factor (BAF)
- Terminal Handling Charge (THC)
- Congestion Surcharge
- Currency Adjustment Factor (CAF)
- Emission Related Surcharges (e.g. EU ETS)

7.3 Full seafreight including surcharges is payable seven (7) days after departure of the vessel from the port of loading (POL).

7.4 For any (part of) Goods the carriage of which is cancelled by the Merchant, the Carrier reserves the right to claim deadfreight equal to the agreed freight amount less commissions in accordance with the following table:

- cancelling charges before and up to 3 weeks prior to planned arrival at POL: 25% of total freight
- cancelling charges beyond 3 weeks prior to planned arrival at POL: 50% of total freight
- cancelling charges beyond 2 weeks prior to planned arrival at POL: 75% of total freight
- cancelling charges less than 10 days prior to planned arrival at POL: 100% of total freight

7.5 Demurrage / Detention is payable seven (7) days after invoicing by the Carrier.

8. USE OF BOOKING AGENT

Where the Merchant uses a booking (forwarding) agent, the Merchant warrants that the booking agent has the authority to represent the Merchant in relation to all matters related to the carriage of the Goods. In particular the booking agent may enter into the contract of carriage on behalf of the Merchant, receive original Bills of Ladings and provide confirming instructions to the Carrier, unless the Merchant beforehand advises the Carrier otherwise in writing.

9. BILLS OF LADING

9.1 Bills of Lading will be available for collection by the Merchant from the BOCS Agency office in charge of the shipment in question, but should the Merchant request them to be sent, this shall be arranged



by the Carrier at the Merchant's own risk and expense. Carrier and BOCS Agency accept no liability whatsoever for loss or delay after sending.

9.2 Bills of Lading instructions must be provided to Carrier as soon as possible after receipt of Booking Confirmation but in any case no later than two (2) working days after receipt of Booking Confirmation. Late submission of instructions may result in additional charges to the Merchant or non-shipment of the goods.

10. TRANSIT TIMES

Routing, arrival, berthing, departure and transit times are estimated and given without guarantee and are subject to change without prior notice.

11. PERFORMING VESSEL

Without prejudice to the generality of the Carrier's Bill of Lading, the Carrier may substitute the nominated and/or performing vessel(s) with another vessel or vessels at any time.

12. OPERATIONAL ASPECTS

12.1 Unless otherwise expressly agreed, the Carrier has the option to load cargo on deck. Any such carriage shall be at the Merchant's risk, expense, and responsibility, without liability on the part of the Carrier for any loss or damage howsoever caused. The Bills of Lading shall be clausured accordingly.

12.2 In case any cargo declaration including but not limited to BIETC/WAIVER/CARGO TRACKING NOTE or similar document is required, such document shall be arranged at the Merchant's cost and expense. Any penalty due to missing or incorrect declarations and/or reference in such documentation, even if charged to the Carrier, shall be for Merchant's account. In the event that the required documentation is not available upon the vessel's arrival at the Port of Loading, the Carrier may, at its discretion, cancel the booking, in which case full deadfreight shall be due and payable by the Merchant.

12.3 Unless specifically agreed, otherwise any shorehandling costs shall be for the Merchant's account.

12.4 The Carrier is not liable for any damage or expense caused by the inherent vice or nature of the cargo. Any incident respectively costs arising out of the condition of the cargo shall be for the Merchant's account, unless caused by the Carrier's negligence or misconduct.



12.5 The Merchant is responsible to ensure that Goods presented for shipment are properly packed, labelled, port marked (discharge port) and are in a seaworthy condition.

12.6 The Carrier is not liable for any damages occurring to the cargo while being stored in port, unless caused by the Carrier's negligence or misconduct.

12.7 The Merchant shall provide a full and correct packing list at the latest upon booking the cargo. Any discrepancy may result in adjustment of sea freight or even cancellation by the Carrier, in which case full deadfreight shall be due and payable by the Merchant.

12.8 All cargo details and communication shall be in English language.

13. CARRIERS OWNED CONTAINER (COC)

13.1 Whenever a Carrier's owned container is requested by the Merchant, such container shall be picked up at Carrier's depot as specified. Once the container has left the depot, it shall be deemed as accepted by the Merchant for the carriage of the booked cargoes.

13.2. The Container shall be redelivered to the Carrier's nominated depot in the same condition as received. The Merchant shall be liable for any damage occurring while the container is in the custody of the Merchant.

13.3 Container demurrage / detention tariffs shall apply as per the Carrier's tariff and can be obtained via e-mail request sent to: container@bocs.de.

13.4 If a Carrier's owned container is packed and stowed by the Shipper or any other third party who is acting on behalf of the Shipper, all damages and losses occurring due to negligent handling, improper stowage or insufficient lashing of the cargo inside the container shall be for the account of the Merchant.

14. PRIORITY OF TERMS

In the event of any discrepancies, deviations or conflict between these Booking terms and conditions and any conditions presented by the Merchant, the Merchant's conditions shall be deemed invalid and ineffective insofar as they conflict with these Booking terms and conditions or the Carrier's standard Bill of Lading terms and conditions. The provisions of these booking conditions shall apply exclusively.



15. SEVERABILITY CLAUSE

If any provision of these terms and conditions is held to be invalid, such provision shall be deemed severed from these terms and conditions and shall not affect the validity of the remaining provisions. The remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith a replacement provision that, to the maximum extent permitted by law, reflects the original intent of the invalid provision.

16. LAW AND JURISDICTION

The parties agree that these terms shall be governed by and construed in accordance with German law. Any dispute arising out of or in connection with a booking which is subject to these standard booking terms and conditions shall be subject to the exclusive jurisdiction of the courts of Bremen, Germany.

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