

# **Terms & Conditions**

We work under the general conditions stipulated in the documents of transport. All prices are based on tariffs and taxes of a. hartrodt division Bolivia S.R.L. and they will be able to be modified with or without previous notice, according to the carriers who intervene in and/or general situation of the market. The responsibility of a. hartrodt division Bolivia S.R.L limits itself to legal clauses to the limit of the stipulated responsibility by the participant companies in every contract of transport (in the back of the document). a. hartrodt division Bolivia S.R.L is taking our business, according to "FIATA Regulations for the expedition of freight services" that are available by means of request. The control of their shipments involve the acceptance of this offer in the terms and established conditions in the same one.

To determine the limit of responsibility of a. hartrodt division Bolivia S.R.L. will take refuge in the established in all with agreements that they govern or apply to the international transport in all forms (such as the Rules of Hamburg, Agreement of Warsaw and any other one that has application) and to the limits of responsibility established in the respective ones that realize of the transport in every case, and without excluding others, such as; FIATA BL, Arrow Maritime Line BL, House Airwaybill, Documents of multimodal transport and others.

Surcharges to the international freight are considered to be VATOS (valid at time of shipment).

The rates exclude dangerous load (D.G.R.), perishable, extra dimensional, extra weight, household goods, alive animals, textiles, supplies and electro domestics, under inventory in port, y charge of value (value rated), except that is clearly established in our offer.

a. hartrodt division Bolivia S.R.L., has the freedom of the transporter selection according to the reserves and available space, except that previously another thing had been stipulated.

The shipments would be carried by first category lines, according to internal standards ISO 9001/2008 and ISO 14001/2004

The relation weight – volume for the air transport:  $1 \text{ m}^3 = 167 \text{ kgs.}$  (Ratio 1:6) / Sea transport:  $1 \text{ m}^3 = 1.000 \text{ kgs.}$ 

a. hartrodt division Bolivia SRL., will not be responsible for delays in case of unemployment, blockades, strikes or others that affect the traffic of our service.

The importer must send and/or import exclusively the detail of the merchandise declared in accordance with the Law, being the only person responsible for any illicit act related to the breach of legal regulations dissociate our Company from its consequences.



## Cargo Insurance

If the goods are uninsured, our company is not responsible for damage to the product. The shipper's activity in case of loss is limited according to the rules established and indicated above. In order to cover any risk for your Company, we suggest insuring each clearance of goods through a suitable cargo insurance. A. Hartrodt Bolivia SRL division. Will not take any cargo insurance unless requested in writing stating the value to be insured.

An insurance to your needs can be quoted without obligation through a. hartrodt division Bolivia SRL... and its German insurance agent.

For LCL cargo shipments, we suggest that you ask the exporter for a robust and neutral export packaging to avoid damage, theft and/or loss.

## **Expenses at Origin**

Our offer does not include costs at origin that are not borne by the exporter, "Inland Freight", nor costs for return to port or delay of containers at origin / destination (if not mentioned in this offer).

It does not include packing, stowage of the container or inspection of cargo at origin or transshipment port (if not mentioned in this offer). Excludes customs clearance at origin or destination (if not mentioned in this offer).

#### **Container Return Delays/Land Unit Release**

The consignee has 72 hours. free to release the container/truck from the customs office from the moment of arrival to the enclosure; otherwise, fines will be collected which, will be attached and detailed to the debit note, issued for the service rendered.

#### **Shipping instructions**

All shipping instructions must be sent in writing to a. hartrodt division Bolivia S.R.L. before shipment including cargo handling instructions if necessary. To ensure that the offered rate is correctly applied by a. hartrodt abroad, we need you to send us a copy of the order mentioning a. hartrodt as your shipping agent.

Any authorization or legal requirements that may be required by effect of this shipment shall be at the expense of the importer and/or its seller. Also any legal permit and/or requirements for import/export.

In compliance with international phytosanitary standards, a. hartrodt does not ship wood packaging material without fumigation.



## **Billings and Payments**

Payment terms "Cash" or according to payment terms previously authorized and confirmed by a. hartrodt division Bolivia SRL.

#### **Conciliation and Arbitration**

By means of this clause, it is hereby agreed that all disputes or differences in relation to the interpretation, application, performance and execution of this contract shall be resolved in the Center for Conciliation and Commercial Arbitration (CCAC) of the Chamber of Industry, Commerce, Services and Tourism of Santa Cruz (CAINCO), according to the following means:

- 1. The first means of settlement is the settlement, which shall be governed by CAINCO's Rules of Conciliation and Commercial Arbitration Center, in force at the time of filing the settlement.
- 2. If the dispute cannot be resolved through conciliation or if part of it persists, as a second means, institutional arbitration shall be conducted at the CAINCO Center for Conciliation and Commercial Arbitration of CAINCO in the city of Santa Cruz de la Sierra, which is entrusted with the administration of arbitration in accordance with the Rules in force on the date on which the request for arbitration is submitted.
- 3. This agreement expressly waives any legal process.