



## EML Shipping Terms and Conditions

### Breakbulk Cargo

#### 1) Cargo dimensions

For the purposes of the Freight rate payable, all unit dimensions are taken on Weight/Measure (W/M) basis. W/M is the largest figure of either the Cubic metre (CBM) measurement, or the gross unit weight in Tonnes. Cubic Metres (CBM) measurement is calculated by multiplying the cargoes largest dimensions (the longest/widest/highest part of the cargo), including all extremities.

Measurement is based on the size of the cargo in its stowed position and does not include any EML equipment used (such as a mafi trailer).

All dimensions/weights are subject to confirmation by EML staff or our representatives.

EML reserve the right to refuse shipment of any units that have had their dimensions and/or weight inaccurately reported.

EML shall not be responsible for any consequences and liabilities resulting from inaccurate or inadequate cargo descriptions, dimensions or weight.

#### 2) Suitability of cargo for sea transport

The shipper is wholly responsible to ensure the suitability of cargo for sea transport.

All lashing points on the cargo, or its packaging, shall be of sufficient number and strength, for its characteristics and weight, to withstand loading, discharging and ocean passage.

Any cargo stowed within outer protective packaging (For example machinery within a crate) should be adequately lashed within it, to prevent its movement during cargo handling and whilst on the ocean passage.

Cargo must be free of oil and fluid leaks.

In the event of a unit not meeting these conditions, EML reserve the right to refuse shipment of the unit. EML staff, or our representatives, have the final decision if a unit can be shipped.

In the event a unit fails to meet the above conditions, EML reserve the right to order 3<sup>rd</sup> party assistance to allow the discharge of the unit at the shipper's cost and risk of damage to the unit.

Dangerous cargo (IMDG/IMCO classified goods) is not accepted for shipment.



## EML Car & RoRo E-Commerce

Cargo for use by a military force (whether dangerous or not) shall not be shipped without prior written permission from MOL/EML.

If any unit is suspected as a fire risk prior to loading, or becomes a fire risk during the passage, EML have the right to discharge the unit immediately and refuse onward shipment.

### 3) Regulatory issues

Cargo and its packaging should be free of all traces of foreign soil and organic material to conform to the standards of the destination country, or any country called on passage.

Cargo, packaging or dunnage made from wood or forest products, must be either heat treated or fumigated to conform to the standards of the destination country, or any country called on passage (US regulations in particular are very strict on this).

Cargo not conforming to the standards of the destination country, or any country called on passage, may be cleaned (with the cost charged to the shipper), re-exported or destroyed for which the carrier will not be liable.

- 4) Every piece of cargo should be labelled clearly by the shipper to prevent short shipment or over landing. Each individual label should be weather resistant. It should state the shippers name, port of loading, transshipment port (if applicable), final port of discharge, vessel name and the weight of the unit.
- 5) Equipment used by MOL/EML to load, carry and discharge cargo remains the property of MOL/EML. This equipment should not be removed from a port under any circumstances. This includes mafi trailers, lashing materials and dunnage.
- 6) All loading and unloading of cargo, onto and off a mafi, to be for shipper's/ receivers time and expense. Lashing and unlashng is for EML's expense. Cargo must be collected and stripped from the mafi trailer promptly upon discharge. Where this is not possible within 7 calendar days after discharge from the vessel, written permission should be obtained prior to discharge.
- 7) EML's liability shall cease upon the cargo being collected by the consignee, shipper or owner of the cargo.
- 8) All shipments are subject to, and bound by, EMLs standard Bill of Lading terms and conditions.