

Standard Trading Terms and Conditions

- Unless otherwise specified in the offer, the freight and fees mentioned in this offer will be applied for loose cargo per ton or m3, whichever is higher. For the calculation of the payable freight rates, the ratio weight / volume considered is 1:1 for ocean shipments and 1:6 for air shipments.
- These prices are based on today's terms and conditions and are subject to final confirmation by both parties. Unless specific firm/fixed prices have been agreed, surcharges will be de/increased or new surcharges will be introduced and our prices' offer is subject to adjustment.
- This offer is based on the cargo specification provided by the Customer and if final specification differs, it is subject to logical adjustments.
- Shipment to be effected with carrier/airline in Bertling's option.
- Quotation is based on non-hazardous goods only. For shipments that include hazardous cargo, provided the class is acceptable to the carrier, extra surcharge may apply.
- Packing must be suitable for transportation on the selected transport mode.
- Cargo to be presented suitable for lifting and lashing, with sufficient lashing points.
- Special lifting gear and/or special cradles/saddles/supports to be supplied by shippers.
- Expenses resulting from detention/demurrage or storage are for the account of the Customer or the cargo owner according to the agreed INCOTERMS applicable to the shipment.
- The lack of payment on the due date stipulated in the offer may result in increase of the amount due by the variation of the exchange rate until the effective date of payment, plus interest rates (Selic rate) and a contractual penalty of 10% (ten percent) over the total due value.
- If any fines are imposed due to breach of the Normative Instruction 800/2007 or any other Brazilian Federal Customs' Normative Instructions, as applicable, or any noncompliance with any requirements with respect to shipments of cargo arises, the Customer shall assume all costs and expenses resulting therefrom.
- Charges related to Withholding Income Tax on remittances to Countries with favorable taxation and other debts, taxes, duties and taxes on payments made to third parties by Bertling on behalf of the Customer, must be reimbursed to Bertling using the same aliquot in effect as at the date of payment of rates or even augmented in accordance with applicable law.
- Bertling is not liable for damages arising from the delayed delivery of cargo due to communication problems, strikes, work stoppages by public agencies, their municipalities, authorities, stoppage of their electronic communication systems, malfunction, or any other circumstances not directly attributable to Bertling.
- Bertling is not responsible for delivery delays of goods resulting from problems on shipping schedules of airlines and shipping lines or problems in their vessels and aircrafts, as well as cancellations or route changes, or similar at the discretion of airlines or shipping lines, therefore beyond the scope of services provided by Bertling.
- Bertling's activities of carriage of goods shall be governed by and subject to terms of its bill of lading issued for transportation.

- Freight charges are payable by bank transfer to Bertling's nominated bank account in Brasil , according to the payment terms mentioned in the attached commercial offer.
- Trading terms mentioned are in accordance with Incoterms latest edition.
- To the maximum extent permitted by underlying laws, Bertling's liability for damages, losses and other claims arising out of or related to the incorrect Verified Gross Mass (VGM) information declaration or transmission, as may be applicable, shall be limited to the maximum amount of a freight rate for transportation of the container in question.
- All quoted rates are subject to the availability of empty equipment offered by carrier at time of booking and also subject to available space.
- It is common practice that original documents will be dispatched by Bertling either by registered mail or by courier service at risk and expense of the customer. However, if required, the documents can be collected personally from Bertling's office.
- We are working according to the conditions of the International Federation of Freight Forwarders Associations (FIATA) as amended. Customer's special attention is drawn to forwarders limitation of liability. Customers are invited to visit Bertling's homepage www.bertling.com for detailed information and complete wording of the document.
- For all business conducted, any act or contract to which these conditions apply shall be governed by Brazilian law and any dispute arising out of it shall be subject to the exclusive jurisdiction of the Brazilian courts.