

HUGO STINNES SPECIAL TERMS AND REQUIREMENTS FOR US-SHIPMENTS

US Customs Advance Notification/AMS clause

The Carrier has to comply with US Customs advance notification rules. Particular attention is given to the 24-hour rule, requiring submission of cargo details to US Customs in full 24 hours before vessels' commencement of loading.

The Charterers/Shipper's shall provide all necessary information to the Carrier and/or their agents to enable the Carrier to submit a timely and accurate cargo declaration. This requires that shipping instructions be submitted in full as instructed by the Carrier and/or their agents, but in any case no later than 48 hours prior to the vessels commencement of loading. Unless specifically otherwise agreed, all cargo shall be considered CQD both ends and non-availability of cargo or late submission of documentation shall be not considered as CQD and detention at prorate rate will be applicable.

The Shipper/Charterer/Merchant/Cargo interest shall assume liability for and shall indemnify, defend and hold harmless the Carrier against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers'/Shippers failure to comply with any of the provisions of this clause. Should such failure result in any delay then, ship will have option sail without cargo and full deadfreight will be raised or alternatively time lost due to Charterers' /Shippers failure to comply with this clause.

Time to count as laytime, or, if the Vessel is already on demurrage, time will continue to count on demurrage as per applicable charter party or applicable tariff.

USA Packaging

Under the revised USDA Wood Packing Material (WPM) requirement, from 16 September 2005, all WPM coming into the US must be heat treated to a wood core temperature of minimum 56 degree Celsius for 30 minutes or fumigated with Methyl Bromide, and clearly marked as per USDA marking standards.

Any wood or pieces thereof not treated and/or not clearly marked according to standards, the USDA examining officer may require the wood, along with the accompanying cargo to be re-exported immediately on the importing vessel.

Please note, that the correct treatment and clear marking of the WPM remains the responsibility of the shippers, and should the cargo and/or the WPM be required to be re-exported on arrival, the carrier will have no choice but to charge the Shipper/Charterer/Merchant/Cargo interest full tariff rates for the re-exported cargo as normal cargo from the United States. This will apply both for the cargo and/or for WPM in question.

For all cargos destined in the USA the USDA WPM clause to apply for any/all wood and wood based packaging materials used for packing/dunnage/chocking of any type of cargo, either in break bulk or inside a container. Even if wood is stamped and fumigated it must also be free of any bark according to USDA requirements. Shipper/Charterer/Merchant/Cargo interest remain fully responsible and liable for the removal, disposal of and/or destruction of any/all dunnage or packaging materials from the vessel and surrounds, as required in the United States by the USDA. If this is not done by Shipper/Charterer/Merchant/Cargo interest, Carriers' agent at the discharge port is authorized to take the necessary steps on behalf of and for the account of Shipper/Charterer/Merchant/Cargo interest.

The Shipper/Charterer/Merchant/Cargo interest shall assume liability for and shall indemnify, defend and hold harmless the Carrier against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers'/Shippers failure to comply with any of the provisions of this clause.