

TERMS AND CONDITIONS

Customs Documentation
Rules of Enforcement



CUSTOMS DOCUMENTATION AND RULES OF ENFORCEMENT

IT IS HIGHLY RECOMMENDED THAT THE CARGO OWNER KEEP COPIES OF ALL ORIGINAL DOCUMENTS AND ANY INFORMATION THAT IS SUBMITTED AS DOCUMENTS CAN GET LOST DURING THE SUBMISSION PROCESS AND TRANS GLOBAL LOGISTICS UK SHALL NOT BE RESPONSIBLE FOR LOST OR MISPLACED DOCUMENTS.

If the title is not in the same name as the Shipper / Exporter, the title must be properly signed and transferred over to the new owner on the back of the title AND must be accompanied by a Bill of Sale, which should show paid in full / or a zero-amount owed. (required only at some ports).

For vehicles which have a lien on them, it is your responsibility to assure that the appropriate authorization to ship letter is provided by the Lien holder for submission to Customs for import.

WRONG CUSTOMS DOCUMENTATION & ADDITIONAL COSTS OVERVIEW

Incomplete or incorrect documents rejected by customs may cause the vehicle to not load onto the booked vessel, thus causing delay in receiving the return of the original documents and fines and penalties imposed by customs.

Trans Global Logistics UK will not accept responsibility for the rejection of customs documentation for any reason. Any questions or doubts concerning this regulations, please ask our Team.

Shipping charges provided prior to the actual shipment does not include possible x-ray exams or customs inspections. If a customs inspection occurs, all charges are payable by the cargo owner / shipper and customs will not release cargo for exportation until such charges are paid.

VEHICLE PREPARATION RO-RO

The vehicle cannot be used to carry personal effects. Only factory issued items can be shipped with the vehicle. Vehicles cannot contain more than ¼ of a tank of fuel.

Those vehicles containing **more than ¼ tank of fuel** are subject to draining to comply with the Federal Maritime laws and will be done at the expense of the owner/shipper or consignee.

The shipper warrants antifreeze protection of the engine's cooling systems down to temperatures below zero. No paints, cleaning supplies, aerosol cans, or other hazardous fluids can be left or shipped with the vehicle.

Vehicles should be clean and free of all soil and debris. License plates should be removed and carried with you.

Non-running vehicles will not be accepted for shipment unless prior approval is obtained, the appropriate charges are applied, and paid. All vehicles must have fully functioning service and parking brakes, no noticeable fluid leaks, and/or any major cracks in the windshield.

Trans Global Logistics UK and/or their agents will not accept liability for any mechanical defects of engine, dead battery, transmission, clutch and/or electrical system failure.

VEHICLE PREPARATION CONTAINER

Personal effects when left in the vehicle are left at your own risk and Trans Global Logistics UK will not accept liability for the condition or missing items. **Marine Insurance can be provided for personal effects inventoried, boxed, declared and vessel manifested.**

No paints, cleaning supplies, aerosol cans, or other hazardous fluids can be left or shipped with the vehicle. Vehicles cannot contain more than 1/8 of a tank of fuel, vehicles delivered with more than 1/8 tank of fuel will be subject to draining or running / idling the vehicle to the required level.

The shipper warrants antifreeze protection of the engine's cooling systems down to temperatures below zero. Vehicles should be clean and free of all soil and debris. License plates should be removed and carried with you.

Non-running vehicles can be accepted for shipment with prior approval. Additional charges may apply for non-running vehicles.

Vehicles must not have any fluid leaks. Any possible damages caused to a container, or other property in the container due to a fluid leak, the cargo owner will be held responsible for any claim for damage.

Trans Global Logistics UK and/or their agents will not accept liability for any mechanical defects of engine, dead battery, transmission, clutch and/or electrical system.

INLAND TRANSPORTATION SERVICES

Residential pick up and deliveries can only be accomplished if a car carrier can safely load or unload at your place of residence.

If you live in an area a car carrier is not allowed to enter or is not considered safe by the driver, you may be required to meet the truck / driver at a nearby area considered safe for loading / unloading of your vehicle.

Dry Runs will be charged. It is imperative that you provide us with correct information, such as vehicle availability dates, correct address, and point of contact person and telephone numbers. If a truck is dispatched to your pick-up address and if a vehicle is found to not be available or not in a running / operative condition upon a truck arrival, there will be a Dry Run charge.

Trucking pick up / delivery dates and vessel sailings are approximate and cannot be guaranteed. A vessels time of departure and arrival can only be estimated. Please note that if an arrival is delayed for any reason, Trans Global Logistics UK will not reimburse any claim submitted for a rental vehicle or other expense due to the late arrival of a vessel.

When a shipping line does not load cargo that has been booked to a particular vessel, Trans Global Logistics UK has no control over the vessel loadings and therefore will not reimburse any claim submitted due to the non- loading or short shipment of cargo.

Trans Global Logistics UK is not responsible for any detention charges which may occur when trailer/customer RUN OUT of FREE TIME on Loading or discharging. All charges will be for the account of the Shipper/Importer/ Cargo Owner. Also any CONTAINER DEMURRAGE are the responsibility of the Shipper or Customer Importer. Any QUAY RENT charges are for the account of the shipper/ consignee/ cargo owner. Trans Global Logistics UK is not responsible for any delays relating to 3rd Party transport providers.

VESSEL SAILING AND TRANSIT TIME

Trans Global Logistics UK has no control over a Vessel Carrier cancelling or discontinuing a port call sailing or deciding that they will not call a certain overseas port.

Trans Global Logistics UK will not accept responsibility or liability in the case of a discontinued service, which can happen without notice from the steamship line.

Vessel sailings and transit times are approximate and cannot be guaranteed. Please note that if an arrival is delayed for any reason, Trans Global Logistics UK will not reimburse any claim submitted for a rental vehicle or other expense due to the late arrival of a vessel.

When a shipping line does not load cargo that has been booked to a particular vessel, Trans Global Logistics UK has no control over the vessel loadings and therefore will not reimburse any claim submitted due to the non-loading or short shipment of cargo.

Note : All transit times - Arrivals and Discharge are approximate, Trans Global Logistics UK have no responsibility for any delays due to shipping Lines .

RATES PROVIDED

Rates provided are valid for 30 days (Unless Otherwise stated) and are subject to Vessel Space Availability and Vessel Sailings. Rates must be reconfirmed for shipments taking place after 30 days.

Please note that by providing a SLI or Booking Request Form more than 30 days prior to a shipment, will not eliminate or protect you against a possible General Rate Increase (GRI).

Rates provided do not include destination port charges, container unloading or service fees at the destination port of arrival, unless otherwise stated, and paid for prior to shipment.

Rates provided do not include customs duty or sales taxes if applicable. Storage charges, if incurred, will be to the account of the customer. Any detention charges at/for the account of the shipper.

* Original title documents cannot be sent by regular mail to an overseas address and must be sent by courier. Customers can request documents to be sent via their own courier service by providing us with their account number

NO MARINE INSURANCE is included unless REQUESTED. Insurance is quoted based on the value + Shipping @1.2%.

LCL/SHARED CONTAINER SHIPMENT

Transit times cannot be guaranteed for Less than Full Container Loads - LCL / Shared Container shipments. Shipments will load and sail as soon as enough cargo is received to make a FCL – Full Container Load.

MARINE INSURANCE is HIGHLY RECOMMENDED and is the type of insurance you need during the shipment of your vehicle. It is the car owner's responsibility to assure that the cargo being shipped has the appropriate marine insurance coverage during the shipment.

Trans Global Logistics UK and their agents are acting only as Transportation Service Providers and are not to be held responsible for any loss or damage to any vehicle or contents or for delay in delivery thereof to destination.

Trans Global Logistics UK undertakes only to use reasonable care in the selection of carriers, transporters, forwarders and others to whom it may entrust the goods for transportation, handling and/or storage or otherwise and Trans Global Logistics UK is authorized to select such persons as required to receive, forward, transport, store, deal with and deliver the goods, all of whom shall be considered as having been retained by the Cargo Owner.

Trans Global Logistics UK and/or its agents make arrangements for the transportation at the risk of the owner/shipper, subject to the conditions of the ocean carrier's Bill of Lading.

A long form of the Terms and Conditions of the Bill of Lading (Which is cover through BIFA' T+C's) can be provided upon request and can be found in long form on our website at www.tglog.co.uk

FOR CONSOLIDATED VEHICLE SHIPMENTS:

Claims for dead batteries, Acts of God, mechanical, product failure, signs of normal wear and tear, such as small scratches, dings, etc., will not be accepted for payment. Because your vehicle may be subject to environmental changes, such as a Tropical Environment, extreme areas of dampness and/or inclement weather, in the case of a mold growth (fungi) inside your vehicle, Trans Global Logistics UK or their Agents cannot accept responsibility or liability. All Vehicles MUST BE INSURED for Marine Transit, otherwise we cannot be held liable for any damages incurred in Transit TGLOG operates UNDER BIFA BL rules ;

You should inquire with your insurance company prior to shipment to assure you have proper insurance coverage and to research ways to prevent mould growth and recommended cleaning methods used where mold may occur.

Trans Global Logistics UK can provide you with Marine Insurance coverage to most destinations if your current insurance carrier cannot. Marine Insurance cannot be provided for shipments already in progress.

Trans Global Logistics UK will not accept any claims for payment or reimbursement of the Marine Insurance deductible. Please contact Us on +44 (0) 1635 515 714 for quotations.

DELAYED RORO VESSEL BOOKING

For cargo which cannot be delivered to the port by the vessel cutoff date, you will need to inform us at least 5 working days prior to the required port cut off delivery date.

If we are informed within 5 working days prior to vessel cut off, your file will be put in a “Pending” state and you will not be penalized.

Any deposit paid will be applied to the shipment once it takes place. No shows and rolled bookings without notice, will result in a £75 charge due to AES change / cancellation and/or update requirements.

DESTINATION COUNTRY IMPORT REGULATIONS

It is the consignee / car owner’s responsibility to assure that all Import regulations are met at the destination country. It is the sole responsibility of the car owner to assure that the vehicle(s) can be imported into the destination country.

Trans Global Logistics UK will not accept any liability for regulations preventing the cargo into the destination country. Any fines or other costs incurred will be at the expense of the car owner.

Any costs incurred to return cargo to the UK. will be at the sole expense of the car owner. If you are not sure if your car(s) can be imported, we suggest that you contact the Consulate of that country, who will provide you with their vehicle importation laws, regulations and vehicle importation requirements.

AUSTRALIA AND NEW ZEALAND SHIPMENTS

All cargo destined to Australia and NZ are subject to import permits and AQIS inspection and requirements.

It is the cargo owner's responsibility to assure all required import permits are obtained prior to shipment. Links to the Australian and New Zealand Government websites are provided on our website.

Trans Global Logistics UK can arrange and offer cleaning services prior to shipment, however, we cannot guarantee cargo cleaned in the UK, will meet the Australian and New Zealand Agriculture cleanliness requirements.

Cargo subject to Quarantine and all costs for quarantine, inspection and cleaning cargo at the destination port of arrival are at the sole expense of the cargo owner.

REQUEST FOR BOL CHANGES OR TELEX RELEASE CHARGES

Please make sure when providing your shipping instructions to us the Shipper / Consignee and Notify party are correct. Bill of Lading Instructions are provided to the steamship line, at least 72 hours prior to a vessel's scheduled departure, any requests for changes to the bill of Lading may result in an additional charge, to be advised at the time of request.

HIGH AND HEAVY CARGO

All high and heavy cargo will be measured at the port of departure.

The final invoice to you will reflect the dimensions as determined by the steamship line. We recommend folding in side mirrors, lowering aerials / antennas, removing hitches extending from bumpers, etc., which will increase the overall dimensions if folded out, extended or part of the length.

Boats on Trailers and Boats on Cradles delivered to the port for export, must be properly lashed to the trailer and/or cradle both on the bow and stern.

Any units without proper lashings will be turned away. Lashing material must be of sufficient strength and preferably made of nylon web type material.

All units are measured at port. Any variation from the weight +measure provided to Trans Global Logistics UK May incur in additional charges.

CHARGES AND PAYMENT

All charges are due upon receipt of invoice.

Payment - Shipping charges are due upon receipt of invoice and must be received BEFORE BOOKING .

Ocean Bills of Lading and your cargo will not be released until full payment is received. Late payments are subject to interest charges. Trans Global Logistics will not accept claims for storage or demurrage charges caused by non-release of cargo.

Payment can be made via PayPal services. A 5% processing fee is applicable. PayPal accepts most major credit cards and you do not require a PayPal account to pay via credit card. You can use PayPal as a guest.

Wire transfer or direct deposit Wire transfer or direct deposit details will appear on our invoice to you. When making a wire transfer you must assure wire transfer fees are paid and the full invoice amount is deposited into our account.

Please do not send cheques. They will not be accepted or processed.

BOOKINGS CANCELLATIONS FEES

If the shipment of your vehicle is cancelled after Trans Global Logistics UK has received payment and/or has filed the Shippers Export Declaration/ book a Land Transport / or a Registration slot there will be a **different cancellation fees applied Depending on the Cancellation notice :**

PLEASE SEE DETAILD in our DISCLAMER SECTION

DISCLAIMER

Trans Global Logistics UK LTD is a transportation & Logistics company, we act in good faith and without prejudice when acting on behalf of any client.

Imported Vehicles cannot be driven in the UK until fully complying with the UK Vehicle Motor Standards. Vehicle cannot be collected directly from port.

Trans Global Logistics UK Ltd will not take any responsibility if the vehicle is driven on a UK road without the Legal Motor Documentation. We may from time to time employ 3rd party operators to act on our behalf, we ensure that these 3rd party operators work to our own professional approach to business, however we cannot guarantee this level all the time, and we cannot be held responsible for a 3rd party not operating to our high levels of professionalism. Our main aim is to provide a Transportation service which is beyond our customers' expectations.

We aim to keep all our customers informed of any problems and changes that may occur during the shipping process, and act only with the agreement of the customer. Trans Global Logistics UK Ltd is not taking any responsibilities for incorrect information, any charges for detention, demurrage, quay rent or storage fees, taxes and duties that might be applicable.

We cannot be held responsible for any losses through Fire & Theft or damage of any cargo whilst in the possession of a 3rd party operator and strongly recommend that Marine insurance be taken out by our customers when booking Ocean shipping. If any claims are made for a cargo during inland transportation the claim must be processed through the 3rd Party insurance directly with the 3rd party and not through Trans Global Logistics UK Ltd.

All claims for Marine Insurance must go back to the 3rd Party and not through Trans Global Logistics UK Ltd.

Trans Global Logistics UK Ltd, ensure through due diligence that our 3rd party Transporters (Land Transport) have adequate insurance for the transport of our customers cargo within UK & EU.

Trans Global Logistics UK Ltd, takes no responsibility for any cargo not insured for shipment.

CANCELLATION POLICY (2022/2023) REVISED
Please be advised Trans Global Logistics Ltd Cancellation Policy

Any Transport Cancellation in UK / EU will be charged as follows:

Cancellation before 72 hours - no charge
Cancellation 72hours to 24hrs prior -£150.00
Cancellation 24hrs and less - Full cost of dead freight

Shipping Cancellations RORO & Container

Cancellation up to 5 days prior to shipping at UK port -50% of full freight
Cancellation up to 72 hours prior shipping at UK port - 75% of full freight
Cancellation up to and over 48 hours at UK port - 100% full dead freight

Any cancellation must be received in writing.

GENERAL LIEN AND RIGHT TO SELL CUSTOMER'S PROPERTY

a. Trans Global Logistics UK shall have a general and continuing lien on all property of the customer coming into Trans Global's Logistics UK actual or constructive possession or control for monies owed to Trans Global Logistics UK regarding the shipment on which the lien is claimed, on a prior shipment and/or both.

b. Trans Global Logistics UK shall provide written notice to the customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; The customer shall notify all parties having an interest in its shipment of Trans Global's Logistic UK rights and/or the exercise of such lien.

c. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute an acceptable bond equal to 110% of the value of the total amount due, in favour of Trans Global Logistics UK guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued,

Trans Global Logistics UK shall have the right to sell such shipment at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Customer.

CUSTOMER AND COMPANY

All customers, which include, forwarders, NVOCC's, shippers and /or owner of cargo acknowledge and agree with all terms and conditions of Trans Global Logistics UK.

It is the full responsibility of the cargo owner to provide and complete the Shippers Letter of Intent (SLI) or Booking Request Order/ POA and for such information and documentation to be accurate.

Once the SLI or BRO/ POA is received from the customer, the customer agrees and acknowledges all of Trans Global Logistics UK terms and conditions.

It is the customers responsibility to complete and forward the completed SLI or BRO and POA including a copy of the passport or TAX ID back to Trans Global Logistics UK.

Failure to provide required documentation, may result in shipment delays.

All possible fines and penalties that may arise due to incomplete information and documentation are the full and sole responsibility of the Shipper or Cargo Owner.

CLAIMS AND LIMITATION OF ACTIONS

Please note Trans Global Logistics Disclaimer

All Cargo Must Be insured before Shipping

Any 3rd party claims must be directed to the 3rd party Directly

Instructions for filing a claim can be found on our website.

Unless subject to a specific statute or international convention, all claims against Trans Global Logistics UK for a potential or actual loss, must be made in writing and received by Trans Global Logistics UK within ninety (90) days of the event giving rise to claim; the failure to give Trans Global Logistics UK timely notice shall be a complete defence to any suit or action commenced by the Customer.

a. For claims arising out of ocean transportation, the COGSA – Carriage of Goods By Sea Act will be the governing source and all claims made against the Ocean carrier must be made within (1) one year from the date of the loss.

b. For claims arising out of the preparation and/or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry.

NOTE : Trans Global Logistics UK house Bill of Lading is covered by BIFA Terms and Conditions.

GOVERNING LAW

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the United Kingdom without considering principles of conflict of law. All disputes arising hereunder shall be resolved in UK and UK only.

In any disputes involving monies owed to Trans Global Logistics UK, Trans Global Logistics UK shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Trans Global Logistics UK.

If you have any questions or concerns please contact us by phoning to : +44 (0) 1638 515714 for assistance or clarification or email your questions to: info@tglog.co.uk

As requested on the Shippers Letter of Intent (SLI) or Booking Request Form, please sign or initial the Signature block provided indicating that you have read and understand the Terms and Conditions of Trans Global Logistics UK consisting of a total of 18 pages as stated above.