

Verified Gross Mass

Terms and Conditions

Background

- (A) As from July 1, 2016 the International Convention for the Safety of Life at Sea (“**SOLAS**”) as amended and as its implementing provisions, requires a Verified Gross Mass “**VGM**” for each full container before the container can be loaded on a container vessel. Only containers with a Valid VGM will be loaded on board.
- (B) The terms of this agreement sets forth how the parties will comply with this obligation and how the Merchant will transfer the VGM to Borchard Lines Ltd and/or their agents (hereafter referred to as BLL)

Agreed terms

- 1.1 The Merchant will ensure that BLL is informed satisfactorily in writing (or via EDI where accepted) of the VGM of any full container that the Merchant wants BLL to load onto any SOLAS vessel. BLL will be entitled to fully rely on the VGM information as provided by the Merchant without having to carry out any independent verification or investigation.
- 1.2 BLL will only accept the VGM received from the Merchant or parties authorised by the Merchant to provide the VGM on their behalf. Pre-notice of when and by whom the VGM will be declared should be given at the time of booking.
- 1.3 By communication of the VGM it is understood that (i) the gross mass of any container mentioned in 1.1 has been verified by the shipper according the methods foreseen in SOLAS and that the relevant information provided to BLL is in full compliance with all appropriate regulations, including in particular SOLAS and its implementing regulations and that (ii) the Merchant has ensured himself that the weighing facility conforms to the legislation in force.
- 1.4 The Merchant will provide all information necessary for a VGM declaration promptly and sufficiently in advance at all times to meet the respective cut off times at the port of loading. In the event the Merchant does not provide a VGM for a full container in time BLL may either not load the container in question and/or debit additional fees incurred as per the custom at the port of loading. N.B. some ports may require declaration of additional information e.g. VGM weigh date.
- 1.5 The Merchant will provide the VGM to BLL in the format agreed with or required by BLL local agents.
- 1.6 The Merchant will provide the VGM within the specified cut off times for VGM declaration which are available upon request from the BLL local agents.
- 1.7 In the event that VGM is communicated to the port via the agent, BLL do not guarantee that the VGM will be communicated within the cut-off time for loading.

- 1.8 In the event that the POL terminal is able to provide a calibrated weight and the Merchant requests BLL to instruct the terminal to weigh a container, BLL do not guarantee that the weighing will be done in time for the cut-off for loading.
- 1.9 In the event that the POL weighs containers using calibrated and certified equipment in accordance with the legislation in force, the weight obtained by the POL will take precedence over any VGM declared by the Merchant and in case there is a difference which exceeds the allowed tolerance, the Merchant will be responsible for any additional costs, admin fees, fines or penalties that may apply as a result.
- 1.10 Any additional costs or liabilities incurred in respect to clause 1.4, 1.5, 1.6, 1.7, 1.8 or 1.9 including but not limited to storage and demurrage, container handling etc. will be for the account of the Merchant regardless of any delay or negligence of BLL. the Merchant will pay the rate(s) foreseen in the BLL Tariff or Service Agreement between BLL and the Merchant. If no rate is specified for the extra cost the rate will be the rate paid by BLL + 10%.
- 1.11 The Merchant by requesting a container to be loaded accepts that according to the custom of the port a VGM data processing charge or other admin fee may apply which will always be for the account of the Merchant.
- 1.12 Container tare weights shown on the container door (CSC Plate) should be considered accurate. Container tare weights can also be checked on our website www.borlines.com

2 Period

This Agreement is concluded for an indefinite period of time as from July 1, 2016.

3 Liability

- 3.1 The Merchant (and its principals and representatives which the Merchant will cause to comply with this Agreement) releases BLL from all responsibility for loading full containers onto a SOLAS vessel when BLL loads a container for which it has received a VGM from the Merchant in application of the above described procedure (clause 1.)
- 3.2 In the event that containers are put at the disposal of or weighed at the request of the authorities for control, BLL will be entitled to charge the Merchant the costs hereof.

4 General Supply Conditions of BLL

In the event of discrepancy, inconsistency or ambiguity between the stipulations of the present Agreement and the BLL standard terms and conditions of carriage as found on www.borlines.com or the terms of any service contract, the conditions of this Agreement will apply to the extent of the discrepancy, inconsistency and ambiguity.