

# Freight Forwarding and Customs Brokerage Terms and Conditions

Comprehensive Terms for Logistics and Clearance Services

## 1. Definitions

For the avoidance of doubt, customs clearance services provided under these Terms and Conditions shall be conducted strictly on a direct representation basis. This means the Broker acts solely on behalf of the Client when dealing with customs authorities and does not operate under any indirect or own name representation arrangements.

In these Terms and Conditions, unless the context otherwise requires:

- “Broker” refers to the customs brokerage company providing customs clearance services.
- “Forwarder” designates the freight forwarding company arranging the transportation of goods.
- “Client” means the party requesting freight forwarding or customs brokerage services.
- “Goods” refers to the merchandise or items being transported and/or cleared through customs.
- “Services” encompasses all freight forwarding, customs clearance, and related activities undertaken by the Broker or Forwarder on behalf of the Client.

## 2. Scope of Services

The Broker and Forwarder commit to providing their respective services in accordance with all applicable laws, regulations, and industry standards. This includes:

- Arranging transportation of goods via air, sea, road, or rail networks.
- Preparation and submission of documentation for shipping and customs clearance.
- Payment of freight charges, duties, and taxes as authorised.
- Liaison with carriers, customs authorities, and relevant third parties on behalf of the Client.
- Tracking and status updates of shipments.

### 3. Client Responsibilities

- The Client must provide all necessary, accurate information, documents, and instructions promptly to enable the Broker and Forwarder to perform their duties.
- The Client is responsible for the completeness and accuracy of all information supplied.
- The Client shall ensure all Goods comply with import/export regulations, restrictions, and prohibitions of the relevant jurisdictions.
- The Client is responsible for proper packaging, labelling, and description of Goods for safe transport and clearance.

### 4. Charges and Payment

- The Client agrees to pay all fees, freight charges, duties, taxes, and surcharges as invoiced by the Broker and Forwarder.
- Payment terms will be as specified on each invoice. Late payments may incur interest at the statutory rate.
- Additional costs from delays, incorrect information, or misdeclaration by the Client will be charged accordingly.

### 5. Liabilities and Indemnities

- The Broker and Forwarder shall exercise reasonable care in providing their services but are not liable for loss, damage, or delay unless due to their proven negligence or wilful misconduct.
- The Client indemnifies and holds harmless the Broker and Forwarder against claims, damages, penalties, or expenses arising from breach of terms, inaccurate information, or regulatory violations.
- Liability limits for cargo loss or damage shall follow the conventions or agreements applicable to the mode of transport (e.g., CMR, Hague-Visby Rules, Montreal Convention), or as otherwise agreed in writing.
- The Broker's and Forwarder's total liability under these terms shall not exceed the amount of fees paid for the relevant services.

### 6. Force Majeure

Neither the Broker nor Forwarder shall be liable for failure or delay in performance due to events beyond their reasonable control, including but not limited to natural disasters, war, strikes, embargoes, or government actions.

## 7. Insurance

- The Client is responsible for arranging appropriate insurance for their Goods. The Broker or Forwarder may offer insurance upon request, subject to additional charges and terms.
- No insurance is effected by the Broker or Forwarder unless expressly agreed in writing.

## 8. Termination

Either party may terminate services by written notice. The Client must pay for all services rendered up to the date of termination.

## 9. Confidentiality

All parties agree to treat any information received in connection with the services as confidential and not to disclose such information except as required by law.

## 10. Governing Law and Jurisdiction

English law governs these Terms and Conditions (unless specified otherwise), and disputes are subject to the exclusive jurisdiction of English courts.

## 11. General Provisions

- If any provision of these Terms and Conditions is deemed invalid or unenforceable, it shall be severed, and the remainder shall remain in full force and effect.
- No waiver of any provision shall be effective unless in writing and signed by both parties.
- These Terms and Conditions represent the entire agreement between the parties regarding the services and supersede all prior agreements or understandings.