

## 1. General Provisions

### 1.1. Definitions:

- 1.1.1. **BOLT:** means Bulk Oil & Liquid Transport, also having the role of Carrier, Lessor, principal,
  - 1.1.2. **Customer:** Encompasses various roles such as acting as the party to BOLT, Shipper, Consignee, Notify Party, Merchant, Trader, Deciding Party, Lessee, Receiver, Freight Forwarder, Carrier, Borrower, Broker, Importer, Exporter, buyer any person or company (having an interest in the shipment, cargo, BOLT's equipment)
  - 1.1.3. **Lessor:** means the ISO Tanks provide to the party (the lessee/customer) for use under a lease agreement / release order. BOLT retains ownership of the tanks while granting the lessee the right to use them for a specified period in exchange for regular payments.
  - 1.1.4. **Lessee:** A lessee is a person or company that leases or rents equipment, such as shipping ISO Tank, Containers, Vessels, or other logistics assets, from the lessor.
  - 1.1.5. **Borrower:** party that obtains the right to use ISO tank containers from the lessor (the owner of the tanks) under a lease agreement. The lease agreement grants the lessee the right to use the ISO tanks for a specified period in exchange for regular lease payments.
  - 1.1.6. **Booking Confirmation:** The written acknowledgement from BOLT that a booking has been accepted subject to Customer accepting BOLT's terms and conditions.
  - 1.1.7. **Terms and Conditions:**
  - 1.1.8. **Tanks / Container:** means, Standard Liquid Tanks (Tank Containers); Food Grade Tanks; Bitumen Tanks; Cryogenic Tanks; T11 ISO Tank; T14 ISO Tank; T50 ISO Tank; T75 ISO Tank; 20 Foot ISO Tank; 40 Foot ISO Tank;
  - 1.1.9. **Security Deposit:** The refundable amount required to be deposited by the customer with BOLT to safeguard against potential risks during cargo handling.
  - 1.1.10. **Tank Condition:** The required state of tank containers at the time of pickup and return.
  - 1.1.11. **Special Handling Requirements:** Specific instructions provided by the customer for unique cargo handling needs.
  - 1.1.12. **Route Planning and Restrictions:** The authority of BOLT to determine and adjust cargo transportation modes, voyages and routes.
  - 1.1.13. **Amendments and Cancellation Notification:** The formal communication required to alter or cancel a booking, including any time frames and approval conditions.
  - 1.1.14. **Terms and Conditions:** refer to the contractual clauses and statements that outline the rules, requirements, status, roles, responsibilities, and restrictions which govern the relationship between BOLT and the customer which can be found in, Quotation Terms and Conditions, Booking Terms and Conditions, Release Order Terms and Conditions, Delivery Order Terms and Conditions, Standard Trading Conditions (STC), General Trading Conditions (GTC).
  - 1.1.15. **Quotation Terms & Conditions:** Rules and stipulations related to price quotations provided to potential customers, including validity period, scope of services, and any assumptions or exclusions.
  - 1.1.16. **Booking Terms & Conditions:** Conditions related to the booking of services or products, detailing the process, any deposits required, cancellation policies, and changes to bookings, etc.
  - 1.1.17. **Release Order Terms and Conditions:** Terms that govern the issuance of release orders for goods or services, including delivery instructions, timelines, and associated costs, etc.
  - 1.1.18. **Delivery Order Terms & Conditions:** Clauses detailing the delivery process, responsibilities of the parties related to the shipment, risk of loss during transit, and any specific delivery requirements.
  - 1.1.19. **Standard Trading Conditions (STC):** Standardized terms that apply to all transactions carried out by a business, covering general policies, liability limitations, and operational procedures.
  - 1.1.20. **General Trading Conditions (GTC):** Broad conditions that apply to the trading activities of a business, similar to STC, encompassing the general rules for engaging in trade, including payment terms, delivery, and dispute resolution.
  - 1.1.21. **Estimated Time of Arrival (ETA):** refers to the projected date and time at which a vessel, cargo, or shipment is expected to arrive at a specified destination. This term is significant in various legal documents and contracts within the shipping industry as it impacts the coordination, planning, and execution of logistics and supply chain operations. The ETA is not a guaranteed arrival time but an estimate based on current information and conditions.
  - 1.1.22. **Estimated Time of Departure (ETD):** refer to anticipated date and time when a shipment, vessel, or cargo is scheduled to leave a particular port or point of origin. ETD is a critical element in the planning and scheduling of shipping operations, as it helps in coordinating various aspects of the supply chain, including transportation, storage, and delivery.
- 1.2. Governing Law and Jurisdiction:** These Booking Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the Singapore courts. Notwithstanding the foregoing, where the cause of action arises, the jurisdiction shall be considered. Additionally, if the cause of action arises within the territory of the United States, the jurisdiction of the United States courts shall take precedence, and the terms shall be governed by the applicable laws of the United States.
- 1.3. Miscellaneous:** Any provision of these terms found to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions.

## 2. Booking and Confirmation

- 2.1. Booking Confirmation:** All bookings are subject to written confirmation by BOLT. No booking shall be deemed accepted until confirmed in writing by BOLT.
- 2.2. Amendments and Cancellation Notification:** Any amendments to the booking or cancellations must be communicated to BOLT within three days from the date of confirmation. Such amendments or cancellations are subject to BOLT's approval and may incur additional charges or conditions as BOLT deems necessary. Failure to notify within the specified period may result in the forfeiture of deposits or the imposition of penalties as outlined in the terms and conditions of the booking agreement.
- 2.3. Route Planning and Restrictions:** BOLT reserves the right to plan and alter routes for the transportation of cargo as necessary, subject to operational requirements and regulatory restrictions.

## 3. Cargo Specifications

### 3.1. Cargo Description

- 3.1.1.** The customer warrants that all information provided to Bulk Oil Liquid Transport Pte Ltd (BOLT) at the time of booking is accurate and complete, including but not limited to details about the cargo, delivery requirements, and any special handling instructions. If BOLT determines that the information provided by the customer is incorrect or incomplete, BOLT reserves the right to cancel the booking without a refund. Any amendments required due to such incorrect or incomplete information will incur additional charges to cover administrative costs. Inaccurate or incomplete information may result in delays to the processing and execution of the booking, with any additional costs arising from such delays, including expedited services or rescheduling, being the responsibility of the customer.
- 3.1.2.** The customer will be liable for all damages, losses, or additional costs incurred by BOLT as a result of the incorrect or incomplete information. Any fines or penalties imposed by regulatory authorities due to the provision of false incorrect or incomplete information will be the responsibility of the customer. BOLT reserves the right to pursue legal action against the customer for such errors and omissions irrespective of whether there was any fraudulent intention or made the misleading information deliberate or not. Repeated instances of providing such incorrect or incomplete information may result in the customer being blacklisted and losing the privilege to make future bookings with BOLT.
- 3.1.3.** Incorrect or incomplete information may affect the validity of insurance coverage, potentially leading to denied claims in the event of loss or damage. Providing misleading information can disrupt BOLT's operational processes, including route planning, cargo handling, and compliance with safety and regulatory standards, leading to inefficiencies and additional costs. Continuous provision of incorrect or incomplete information can damage the customer's reputation, affecting their privilege to secure services from BOLT and other service providers in the future.

### 3.2. Cargo Classification and Description

- 3.2.1.** The customer warrants that the classification and description of the cargo comply with all applicable laws and regulations.
- 3.2.2.** If the cargo is found to be improperly classified or described in a manner that does not comply with relevant legal and regulatory requirements, BOLT reserves the right to terminate the transportation services for the non-compliant cargo, without notice, and the payments made by the customer may be forfeited. BOLT reserves the right to refuse acceptance of the cargo that does not comply with applicable laws and regulations.
- 3.2.3.** The customer will be responsible for all costs associated with the correction and reclassification of the cargo to ensure compliance with applicable laws and regulations. The customer will be liable for any fines or penalties imposed by regulatory authorities as a result of the non-compliant classification or description of the cargo. The customer agrees to indemnify and hold BOLT harmless from any claims, damages, losses, or expenses arising out of or related to the non-compliant classification or description of the cargo.
- 3.2.4.** BOLT reserves the right to pursue legal action against the customer for such errors and omissions irrespective of whether there was any fraudulent intention or the misleading information deliberately or not, in the classification or description of the cargo. Repeated instances of non-compliance with applicable laws and regulations may result in the customer being blacklisted and losing the privilege to make future bookings with BOLT.

### 3.3. Packaging and Labelling

- 3.3.1.** The customer warrants that all cargo is properly packaged and labelled by regulatory requirements and BOLT's guidelines. If the cargo is found to be improperly packaged or labelled, BOLT reserves the right to take the following actions. BOLT may refuse acceptance of the non-compliant cargo, and any payments made by the customer may be forfeited. The customer will be responsible for all costs associated with repackaging or relabelling the cargo to ensure compliance with applicable regulations and BOLT's guidelines.
- 3.3.2.** The customer will be liable for any fines or penalties imposed by regulatory authorities as a result of improper packaging or labelling. The customer agrees to indemnify and hold BOLT harmless from any costs, charges, fines, penalties, claims, damages, losses, or expenses arising out of or related to the non-compliant packaging or labelling of the cargo. BOLT reserves the right to pursue legal action against the customer for such errors and omissions irrespective of whether there was any fraudulent intention or the misleading packaging or labelling.
- 3.3.3.** Repeated instances of non-compliance may result in the customer being blacklisted and losing the privilege to make future bookings with BOLT.

### 3.4. Special Handling Requirement

- 3.4.1.** The customer must communicate any special handling requirements for the cargo at the time of booking. These requirements include but are not limited to, specific loading and unloading procedures, temperature control, safety measures, and any other unique handling instructions necessary to ensure the safe and efficient transportation of the cargo. Failure to communicate these requirements may result in the following actions.
- 3.4.2.** BOLT reserves the right to refuse acceptance of cargo that requires special handling if such requirements are not communicated at the time of booking.
- 3.4.3.** Any costs incurred due to the lack of communication of special handling requirements, including delays, damages, or additional handling procedures, will be the responsibility of the customer.
- 3.4.4.** The customer agrees to indemnify and hold BOLT harmless from any claims, damages, losses, or expenses arising out of the failure to communicate special handling requirements.

## 4. Tank Container Suitability

**4.1. Tank Sealing and Integrity:** The customer warrants that all tank containers used for the transportation of cargo shall be properly sealed and maintain their integrity throughout the transportation process. At the point of loading, procedures must be in place to ensure the proper sealing of the tank container, using high-security wire seals that meet or exceed the current ISO 17712 standards for high-security seals. These seals must be affixed to all openings, whether the tank container is loaded or empty, and must ensure that no unauthorized material or persons can be introduced into the tank container during transit.

- 4.1.1.** All personnel involved in the sealing process must be suitably trained, and access to the seals must be strictly controlled. A log must be maintained to account for all seals used, and periodic inventories of seals and seal logs must be conducted to ensure all seals are accounted for. The tank container must be thoroughly checked after sealing to ensure that all openings are correctly closed, especially the manlid, dip tube, flanges, valves, gauges, gaskets, and caps, to confirm they are leak-proof and secured.
- 4.1.2.** Any tank container found to have compromised seals or integrity at any point during the transportation process may be rejected, and the customer will be responsible for any additional costs incurred, including those associated with re-sealing or handling the cargo to ensure compliance with safety and security standards. BOLT will not be liable for any claims related to loss or damage resulting from the failure to properly seal and maintain the integrity of the tank container.

### 4.2. Cleaning and Maintenance

- 4.2.1.** BOLT will ensure that all tank containers are cleaned and maintained according to industry standards. All tank containers must be cleaned thoroughly before each use to ensure they are free from contamination, odour, and residue from previous cargoes. This includes the use of appropriate cleaning methods such as cold-water wash, detergent wash, chemical rinse, caustic wash, steam purge, solvent pre-solve diesel spin, or pickling, as required by the nature of the precious cargo. Additionally, tank containers shall be dried internally to ensure no water remains prior to loading, recognising that some cargoes are sensitive to moisture.
- 4.2.2.** BOLT will also ensure that all tank containers are subject to regular maintenance checks to verify their integrity and fitness for purpose. This includes an internal and external examination of the tank and its fittings, a leak proofness test, and a check of the satisfactory operation of all service equipment. Tanks must be subjected to a periodic inspection and test every five years and an intermediate inspection and test every two and a half years."

## 5. Documentation and Compliance

### 5.1. Documentation:

- 5.1.1.** The customer must provide all necessary documentation for the transportation of cargo in an ISO tank, including a Dangerous Goods Declaration form for hazardous materials and, Material Safety Data Sheet, which must detail the proper shipping name, hazard class, UN number, packing group, and all additional required details. Shipping papers must include the identification number, proper shipping name, hazard class, packing group, total quantity, and emergency contact information, with ocean shipments also requiring the flashpoint for Class 3 flammable liquids.
- 5.1.2.** A Container Packing Certificate confirming correct packing and compliance with safety regulations must be provided, along with a 24-hour emergency contact number and written emergency response information.
- 5.1.3.** The Bill of Lading must include all pertinent cargo details such as weight, destination, and consignor and consignee information, and the additional documents if any required by applicable national and international regulations, such as import/export permits, licences, permits etc must also be provided.
- 5.1.4.** Failure to provide the necessary documentation may result in delays, rejection, or refusal of shipment, and any additional costs incurred will be the responsibility of the customer. BOLT will not be liable for any fines, penalties, or damages arising from incomplete or incorrect documentation.

### 5.2. Documentation & Compliance Verification

- 5.2.1.** BOLT reserves the right to verify all documentation provided by the customer and to ensure compliance with all applicable laws and regulations. This includes but is not limited to verifying the accuracy and completeness of Dangerous Goods Declarations, Shipping Papers, Container Packing Certificates, Emergency Response Information and additional documents required by national and international regulations.
- 5.2.2.** Any discrepancies or non-compliance identified during the verification process may result in delays, rejection, refusal of shipment, or additional costs, which will be the responsibility of the customer. By agreeing to these Booking Terms and Conditions, the customer acknowledges and accepts BOLT's right to perform such verifications and agrees to cooperate fully in ensuring compliance with all legal and regulatory requirements.

**5.3. Legal and Regulatory Updates:** The customer is responsible for staying informed of and complying with any changes in legal and regulatory requirements applicable to the transportation of their cargo. This includes, but is not limited to, ensuring that all documentation, packaging, labelling, and handling procedures adhere to current laws and regulations. Any failure to comply with these requirements may result in delays, rejection, fines, penalties, or additional costs, which will be the responsibility of the customer. By agreeing to these Booking Terms and Conditions, the customer acknowledges and accepts their obligation to remain up to date with all relevant legal and regulatory changes and to implement any necessary adjustments to their processes to ensure ongoing compliance.

## 6. Taxes and Fees

- 6.1.** All charges specified in this agreement are exclusive of any taxes, duties, levies, cess and other governmental fees. These additional costs are the sole responsibility of the Customer. It is the Customer's obligation to ensure that all applicable taxes, duties, levies, cess and fees are calculated and paid in compliance with the relevant laws and regulations of the countries involved in the transportation process.
- 6.2.** The Customer must be aware that these taxes, duties, and governmental fees may include, but are not limited to, value-added tax (VAT), goods and services tax (GST), customs duties, import/export fees, excise duties, and other similar charges that may be levied by governmental authorities. These fees can vary significantly based on the nature of the goods, their value, the origin and destination countries, and specific local regulations.
- 6.3.** BOLT will not assume any responsibility for the estimation, calculation, or payment of these taxes, duties, and fees. Any failure by the Customer to pay these charges in a timely manner may result in delays, fines, penalties, or additional costs, all of which will be borne by the Customer. Moreover, should BOLT be required to pay any such taxes, duties, or governmental fees on behalf of the Customer, whether due to legal obligations or operational necessities, BOLT will seek immediate reimbursement from the Customer and the customer shall without any demur and hesitation shall reimburse such costs and expenses immediately on demand from BOLT. The Customer agrees to indemnify and hold BOLT harmless from any claims, liabilities, fines, penalties, or expenses arising from the non-payment or delayed payment of these taxes, duties, and fees.

## 7. Booking and Arrival Dates

- 7.1.** Once the booking has been formally accepted by the Customer, BOLT reserves the right to make necessary adjustments to the shipping and arrival dates. These adjustments are implemented to secure an appropriate slot for the transportation of the goods on a carrier, ensuring that the logistics process aligns with the available resources and schedules of the carriers.
- 7.2.** It is important to note that such adjustments may be necessitated by a variety of operational considerations, including but not limited to carrier availability, route optimizations, regulatory requirements, and unforeseen logistical challenges. BOLT is committed to coordinating these adjustments with the utmost diligence to minimize any potential disruptions and to maintain the integrity of the shipping timeline as closely as possible.

## 8. Estimated Time of Arrival (ETA)

### 8.1. Provisions of ETA

BOLT may provide an initial ETA upon the confirmation of the shipment. This ETA shall be communicated in writing to the Customer and any relevant parties, and it shall be based on the best available information at the time of shipment.

### 8.2. Notification of Changes to ETA

If at any point the BOLT becomes aware of circumstances that may affect the initial ETA, BOLT may promptly notify the customer in writing. This notification must include the reasons for the change, the revised ETA, and any actions being taken to address the delay. Such notification shall be provided no later than 24 hours after BOLT becomes aware of the potential change.

### 8.3. Binding Nature of ETA

While the ETA is an estimate and not a guaranteed delivery time, BOLT acknowledges the importance of timely delivery. BOLT shall use all reasonable efforts to adhere to the provided ETA and to avoid any unnecessary delays.

### 8.4. Excusable Deviations from ETA

BOLT shall not be held liable for deviations from the ETA caused by Force Majeure events or other circumstances beyond BOLT's reasonable control, including but not limited to natural disasters, acts of war, labour strikes, port congestion, or regulatory actions. In such cases, the BOLT shall take all reasonable measures to mitigate the delay and provide a revised ETA as soon as practicable.

## 9. Non-commitment and Conditional Acceptance

9.1. The booking shall not be construed as a definitive commitment by BOLT to transport the Customer's cargo. The acceptance and execution of the booking are expressly contingent upon BOLT's cargo acceptance policies, as well as the availability of suitable equipment and space.

9.2. Such availability is assessed at two critical junctures: firstly, upon BOLT's receipt of the Customer's booking request in writing, and secondly, at the time of receipt of the full container quantity as specified in the relevant transport documentation.

9.3. BOLT reserves the right, at its sole discretion, to evaluate and determine the feasibility of accepting and fulfilling the booking based on these criteria. The Customer acknowledges and agrees that BOLT's acceptance of the booking request is provisional and subject to these conditions being satisfactorily met.

9.4. If BOLT determines, at any stage, that the necessary equipment or space is not available, or that the cargo does not comply with BOLT's acceptance policies, BOLT retains the right to modify, defer, or cancel the booking without liability, and whatsoever the charges accumulated, the customer shall be responsible for the same.

9.5. The Customer shall remain responsible for providing accurate and timely information regarding the cargo and ensuring that all stipulated conditions and requirements are fulfilled to facilitate the acceptance and transport of the cargo.

9.6. Any deviations or discrepancies in the provided information may result in the rejection or modification of the booking. BOLT's determination regarding equipment and space availability, as well as compliance with cargo acceptance policies, shall be final and binding.

9.7. The Customer agrees to indemnify and hold BOLT harmless from any claims, losses, or damages arising from or related to BOLT's decision to accept, modify, defer, or cancel the booking based on the aforementioned criteria.

## 10. Classification and Labelling Responsibility

10.1. The Customer shall bear the full responsibility for the proper and sufficient classification, labelling, placarding, sealing, and/or marking of the products being transported in the Tank Container. This responsibility includes ensuring full compliance with all applicable local, national, and international laws, regulations, standards, and conventions pertinent to the modality of transport, whether by sea, air, rail, or road.

10.2. The Customer is obligated to accurately classify the products, which includes identifying any hazardous or dangerous goods as defined under relevant regulations such as the International Maritime Dangerous Goods (IMDG) Code, the International Air Transport Association (IATA) Dangerous Goods Regulations, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and any other applicable regulatory frameworks. This classification must be documented and communicated in a manner that is transparent and understandable to all parties involved in the transportation process.

10.3. In addition to proper classification, the Customer must ensure that all products are labelled and placarded in accordance with the aforementioned regulations. This includes, but is not limited to, affixing the appropriate hazard labels, handling instructions, and other necessary markings that indicate the nature of the products and any specific precautions that must be taken during handling and transport. The labels and placards must be durable, clearly visible, and placed in such a manner that they remain legible and intact throughout the entire transport process.

10.4. Sealing and marking the Tank Container is also the Customer's responsibility. The Customer must ensure that the Tank Container is sealed securely with tamper-evident seals and that it is marked with all required identification numbers, weight indications, and other necessary information as stipulated by relevant regulations. This information must be accurate and match the documentation provided to BOLT and other parties involved in the transportation chain.

10.5. In the event of any breach of these obligations, the Customer agrees to bear all associated costs, liabilities, fines, penalties, and expenses incurred by BOLT. This includes any direct or indirect costs arising from delays, detentions, inspections, or other disruptions to the transport process caused by improper classification, labelling, placarding, sealing, or marking of the products or the Tank Container. Furthermore, the Customer shall indemnify and hold BOLT harmless from any claims, damages, or legal actions arising from such breaches.

10.6. BOLT reserves the right to inspect the classification, labelling, placarding, sealing, and marking of the Tank Container prior to and during transport. However, such inspections do not relieve the Customer of their responsibilities under this clause. Should BOLT identify any deficiencies or non-compliance issues, the Customer shall promptly rectify these issues at their own expense and to the satisfaction of BOLT and any relevant authorities.

## 11. Damage Liability

11.1. The Customer shall assume full and exclusive responsibility for compensating any and all parties for any damages, losses, or liabilities arising from discrepancies between the cargo's classification as provided by the Customer and the actual classification of the cargo. This includes, but is not limited to, instances where the cargo is classified as non-hazardous when it is, in fact, hazardous or dangerous goods, or where the actual nature, content, or characteristics of the cargo differ materially from the descriptions provided by the Customer.

11.2. The Customer hereby acknowledges and agrees that the accuracy and completeness of the cargo classification, including but not limited to the nature, content, weight, and hazardous nature of the cargo, are solely the Customer's responsibility. The Customer warrants that all information provided to BOLT regarding the cargo is accurate, truthful, and complies with all relevant regulations, standards, and guidelines.

11.3. In the event of any discrepancies or misclassifications, the Customer shall be liable for any resulting damages, including but not limited to property damage to BOLT's property, the property of third parties, or the transportation equipment used in the carriage of the cargo; personal injury or harm caused to BOLT's employees, agents, subcontractors, or any third parties; regulatory fines, penalties, or sanctions imposed by governmental or regulatory authorities due to non-compliance with classification, labelling, or safety regulations; environmental harm or contamination caused by the cargo due to improper classification or handling instructions; and legal fees, court costs, and administrative expenses incurred by BOLT in defending against claims or in seeking indemnification or compensation due to the discrepancies.

11.4. BOLT expressly disclaims any and all responsibility and liability for damages, losses, or liabilities arising from such discrepancies or misclassifications.

11.5. The Customer agrees to indemnify, defend, and hold harmless BOLT, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to the Customer's failure to accurately classify the cargo. This indemnity shall survive the termination or expiration of the agreement and shall apply irrespective of whether such discrepancies or misclassifications were due to the Customer's negligence, wilful misconduct, or any other reason.

11.6. In conclusion, the Customer acknowledges that accurate classification of the cargo is critical to the safety, legality, and efficiency of its transport.

11.7. The Customer's commitment to this responsibility is paramount, and the indemnification obligations herein reflect the serious nature of any discrepancies in this regard.

## 12. Periodic Testing

12.1. The Customer acknowledges and agrees that periodic testing of the Tank container is a critical requirement to ensure its compliance with applicable safety standards, regulatory requirements, and operational guidelines. Such testing is essential to verify the integrity and suitability of the Tank container for the transportation of goods.

12.2. In the event that the Tank container cannot be presented for the requisite periodic testing due to any act, omission, negligence, laches or failure on the part of the Customer, the Customer shall assume full responsibility for all associated costs and liabilities arising therefrom. This includes, but is not limited to, costs related to rescheduling the testing, transportation of the Tank container to and from the testing facility, additional inspection fees, administrative costs, and any penalties or fines imposed by regulatory authorities due to non-compliance with testing schedules.

12.3. The Customer shall be liable for any delays resulting from the failure to present the Tank container for periodic testing, including any consequential delays in the shipping schedule, loss of slot reservations, or other operational disruptions. BOLT shall not be held liable for any losses, damages, or additional costs incurred by the Customer or any third parties as a result of such delays.

12.4. Furthermore, if the inability to present the Tank container for periodic testing leads to the necessity of substituting the Tank container with another unit, the Customer shall bear all costs associated with such substitution. This includes, but is not limited to, rental fees, transportation costs, and any additional charges incurred due to the replacement process.

**12.5.** The Customer shall indemnify and hold BOLT harmless from any claims, demands, actions, or proceedings brought by third parties arising out of or in connection with the Customer's failure to present the Tank container for periodic testing. This indemnification shall extend to all costs, expenses, damages, and losses (including, without limitation, legal fees and expenses) incurred by BOLT as a result of such third-party claims.

### **13. Payment Terms**

- 13.1.** The payment terms applicable to this booking shall be governed by the sole discretion of BOLT and are subject to a comprehensive set of conditions and stipulations. BOLT shall issue invoices to the Customer for all charges, fees, and costs associated with the booking, including but not limited to transportation costs, ancillary services, surcharges, and any other applicable expenses. The Customer is required to settle all invoices in full within the specified period as indicated on the invoice, unless otherwise agreed in writing by BOLT. The standard payment period shall be (specify the standard payment period) from the date of invoice issuance.
- 13.2.** Payments shall be made in the currency specified on the invoice, and shall be remitted via wire transfer, electronic funds transfer (EFT), or any other method of payment approved by BOLT. The Customer is responsible for ensuring that payments are made in a timely manner and that all transaction fees, including bank charges, are borne by the Customer. In the event that the Customer fails to make payment within the stipulated period, BOLT reserves the right to impose interest on the overdue amount at a rate of (Specify the insert interest rate at the rate of 2 % per month), calculated from the due date until the date of actual payment. Additionally, BOLT reserves the right to suspend or terminate the booking, refuse further bookings, and take any other necessary legal actions to recover the outstanding amounts, including any associated costs, legal fees, and expenses incurred in the recovery process.
- 13.3.** BOLT may, at its sole discretion, extend credit terms to the Customer based on a satisfactory credit assessment. Such credit terms, if granted, are subject to periodic review and may be modified or withdrawn by BOLT at any time. BOLT reserves the right to require the Customer to provide security or guarantees, including but not limited to letters of credit, bank guarantees, or other forms of security deemed acceptable by BOLT, to secure the payment obligations.
- 13.4.** Any disputes regarding the amounts invoiced must be raised by the Customer within 10 days from the date of the invoice. Disputes should be submitted in writing, detailing the nature of the dispute and providing supporting documentation. BOLT will review and address the dispute in a timely manner. The Customer remains obligated to pay any undisputed portion of the invoice by the original due date. Adjustments, if any, will be made in subsequent invoices or through credit notes, as determined by BOLT.
- 13.5.** The Customer is responsible for complying with all applicable tax laws and regulations, and for paying any taxes, duties, levies, or fees that may be imposed by governmental authorities in connection with the booking. BOLT shall not be liable for any tax obligations of the Customer, and any tax-related issues arising from the booking shall be the sole responsibility of the Customer. Failure to comply with the payment terms outlined herein may result in the termination of the current booking and may adversely impact the Customer's ability to secure future bookings with BOLT. BOLT reserves the right to alter the payment terms for any future bookings, including requiring advance payment or security, based on the Customer's payment history and compliance with these terms.

### **14. Dangerous Goods Declaration**

- 14.1.** The Customer acknowledges and agrees that the transportation of Dangerous Goods (DG) or Hazardous Cargo is subject to stringent regulatory requirements and safety protocols. Specifically, any Dangerous Goods or Hazardous Cargo that are to be transported and are declared under United Nations (UN) numbers, accompanied by Special Provision SP386, must be accompanied by a comprehensive declaration. This declaration must be provided on the shipper's official letterhead and must include all relevant details pertaining to the nature, classification, handling, and transportation requirements of the Dangerous Goods or Hazardous Cargo.
- 14.2.** The Customer is required to obtain and submit a copy of this declaration to BOLT prior to the commencement of the booking process. This document is critical for ensuring that BOLT can appropriately assess and manage the risks associated with transporting such goods. The declaration form is available upon request from BOLT and must be filled out accurately and completely by the Customer.
- 14.3.** Failure to provide the required Dangerous Goods declaration in a timely manner, or providing an incomplete or inaccurate declaration, will result in the immediate cancellation of the booking. Additionally, BOLT reserves the right to cease the issuance of the bill of lading for the cargo in question until the necessary documentation is provided and verified. The Customer will bear full responsibility for any delays, disruptions, consequences or additional costs incurred as a result of failing to provide the proper declaration. In case the cargo is found to be banned for export from the country of export or banned for import to the country of import, BOLT shall have the right to cancel and reject the shipment for carriage and BOLT shall have the right to forfeit all the monies so far received and also to claim and recover from the shipper, all the costs, charges, expenses incurred till the return of the empty Tank is done by the Shipper. Same way, if the cargo is restricted for export or import and the shipper or consignee, doesn't hold the requisite license or permit or approval from the Authorities concerned at respective places, BOLT shall have the right to cancel and reject the shipment for carriage and BOLT shall have the right to forfeit all the monies so far received and also to claim and recover from the shipper, all the costs, charges, expenses incurred till the return of the empty Tank is done by the Shipper. The customer shall indemnify and hold BOLT indemnified from all costs and consequences if any arise against or incurred by BOLT because of such incomplete or inaccurate declaration made by the customer. Further, due to such incomplete or inaccurate declaration, if the cargo if any stored inside the Tanks to be disposed off, the costs and expenses in this regard shall be borne by the Customer and in the event BOLT has done or has to carry out such disposal, the same shall be at the account of the customer and the customer shall settle the same immediately without any demur and hesitation.
- 14.4.** In the event of cancellation of the booking due to the absence of the required declaration, the Customer shall be liable for all charges and costs incurred by BOLT.
- 14.5.** This includes but is not limited to, administrative fees, storage fees, penalties, and any other costs that BOLT may incur as a direct or indirect result of the cancellation. Furthermore, the Customer shall indemnify and hold BOLT harmless from any and all losses, damages, claims, or liabilities arising from the failure to provide the Dangerous Goods declaration, including but not limited to, legal fees and expenses incurred by BOLT in addressing any related claims.
- 14.6.** The Customer also acknowledges that compliance with all applicable laws, regulations, and international conventions regarding the transportation of Dangerous Goods is their sole responsibility.
- 14.7.** The Customer must ensure that all Dangerous Goods are properly classified, packaged, labelled, and documented in accordance with these regulations before presenting them for transport. Any breach of these obligations may result in severe legal and financial consequences, for which the Customer will be solely accountable.

### **15. Tank Cleaning & Associated Costs**

The standard cleaning of the Tank container at the destination includes residue disposal for up to 20 litres. Any additional costs incurred due to residue quantities exceeding 20 litres, including drumming, further cleaning, waste disposal, and extra transportation, will be billed to the Consignee at cost. If additional days are required to complete the disposal formalities, the Consignee will be charged tank hire fees based on the detention rate at the port. The Consignee is responsible for ensuring compliance with all environmental and safety regulations during the cleaning and disposal process and will bear any fines, penalties, or liabilities arising from non-compliance.

### **16. Detention Tariff**

Detention tariff and free days granted as per contract or Bill of Lading will not be changed once tanks are picked up by the Shipper.

#### **16.1. Port of Loading**

Free days at the port of loading are allowed from the date of pickup of the container to the sailing date of the nominated or scheduled vessel. If shipment is postponed or rescheduled for whatever reasons or delayed at the request of the Shipper, the tank hire will be applicable and charged at the detention rate mentioned. If the shipment is delayed due to seizure or confiscation of the cargo with the tank container by the statutory authorities, or delay due to customs clearance or documentation delays by the Shipper or its vendor, BOLT shall bill the detention charges as per tariff after the free days irrespective of the actual sailing date of the cargo nominated or scheduled vessel. No waiver on detention shall be provided due to weather or other related delays, including but not limited to congestion, operational delays, rollovers, shutout and delays in the arrival or sailing of the vessel intended to carry the cargo.

#### **16.2. Port of Discharge**

Free days at the port of discharge are allowed from the date of arrival of the shipment at the destination port to complete customs formalities and delivery. The free days will end once the tank is returned to the nominated depot of BOLT. If the Shipper fails to return the tank within the specified free days specified in the Delivery Order, the detention rate at the port of discharge as mentioned will be applicable after free days. Without prejudice to the Shipper's liability to pay tank hire, BOLT will initially seek payment from the receiver / the Shipper and if payment has not been made within 60 days, BOLT will seek payment from the Shipper. In case of damage to the Tank at the port of loading or port of discharge, the detention tariff as per the above / quotation will be charged until the claim is settled or the Tank is repaired and back into service.

**16.3.** The Tank container is taken possession by the statutory authorities after the same is delivered to the Customer, including but limited to the seizure or confiscation by the Statutory Authorities for any reason whatsoever, the customer shall be bound to pay and settle the detention at the applicable tariff on demand from BOLT without any delay, demur or hesitation. There won't be any difference between at which status or stage such seizure or confiscation is made by the Statutory Authority as well as where, when how and against whom such proceedings is initiated or order is passed and the responsibility of the customer would remain the same and customer is bound to pay the detention charges until the tank container is released from such seizure or confiscation. In case of damage if any caused to the tank containers while the same is under such seizure or confiscation, the customer shall be bound to pay and settle the repair costs and expenses as assessed by BOLT and in the event the tank container is found to be damaged beyond repair or found lost, customer shall pay and settle the Depreciated Replacement Value (DRV) of the container as assessed by BOLT.

### **17. Tank Container Maintenance and Repair**

- 17.1.** The Customer acknowledges and agrees that the Tank container must be maintained in a condition that meets all applicable safety, operational, and regulatory standards throughout the period of its use. This includes the internal tank shell, which may require maintenance and repair, discolouration removal, and polishing due to the nature of the product carried or the heating processes involved.
- 17.2.** All costs associated with such maintenance, repair, discolouration removal, and polishing will be the sole responsibility of the Consignee. This includes but is not limited to, expenses related to labour, materials, equipment, and any ancillary services required to restore the Tank container to its compliant state. BOLT shall invoice the Consignee for these costs upon completion of the necessary maintenance and repair work.
- 17.3.** In the event that the Consignee fails or disputes the obligation to pay for the incurred maintenance and repair costs, the Shipper shall be held liable for these charges. The Shipper, upon receiving notification from BOLT of the Consignee's failure to pay, shall promptly settle the outstanding invoice in full. The Shipper's liability in this context is unconditional and independent of any arrangements or disputes between the Shipper and the Consignee. Furthermore, should the Consignee's non-payment lead to any operational delays, additional costs, or legal actions, the Shipper will be responsible for all resultant expenses. This includes but is not limited to, costs related to additional storage, transportation, administrative fees, and legal expenses incurred by BOLT in pursuing the recovery of the outstanding charges.
- 17.4.** The Customer also agrees to indemnify and hold BOLT harmless from any claims, demands, actions, or proceedings brought by third parties arising out of or in connection with the failure of the Consignee to pay for the maintenance and repair costs. This indemnification covers all costs, expenses, charges, damages, and losses (including, without limitation, legal fees and expenses) incurred by BOLT as a result of such third-party claims.
- 17.5.** BOLT reserves the right to withhold delivery of the Tank container or any related documentation until full payment of the maintenance and repair costs is received. This withholding right includes, but is not limited to, the retention of the Tank container at BOLT's facilities or any other location deemed appropriate by BOLT, at the Consignee's or Shipper's cost, until all outstanding charges are settled.

## 18. Tank Condition

BOLT shall offer a clean, dry, and odour-free tank container. However, the Shipper is free to inspect the tank container and its fitments before the pickup from the depot/yard and notify/reject the tank container with an appropriate reason and shall provide supporting documents such as Pre-inspection Survey Report / Photographs. Once the container is picked up, it will be deemed to be presumed that the empty tank container delivered is in perfect, sound condition, cargo-worthy state, clean, dry and odour-free condition. Any claim arising after taking delivery of the empty tank container for stuffing, due to contamination, loss, colour change, etc of the cargo, by the Shipper or by the Consignee or anyone claiming through them, thereafter, the same will not be entertained or honoured by BOLT.

## 19. Hazardous Materials Handling

### 19.1. Hazardous Materials

- 19.1.1.** The transportation of hazardous materials is subject to strict compliance with all relevant laws and regulations, including but not limited to the International Maritime Dangerous Goods (IMDG) Code, the International Convention for Safe Containers (CSC), and any applicable national and international regulations. BOLT will ensure that all procedures, from the documentation, packaging, labelling, and handling of hazardous materials, are performed in accordance with these regulatory standards.
- 19.1.2.** All personnel involved in the transportation of hazardous materials must be suitably trained and certified in accordance with the requirements of the relevant regulatory bodies. Pre-trip inspections, including the verification of container integrity, proper sealing, and the presence of necessary safety equipment, must be conducted before the commencement of transportation. The customer must provide accurate and complete Dangerous Goods Declarations and ensure that all other required documents, such as Shipping Papers and Emergency Response Information, are available and comply with the regulations.
- 19.1.3.** Failure to comply with these requirements may result in the refusal of shipment, delays, fines, penalties, or additional costs, which will be the responsibility of the customer. BOLT reserves the right to refuse the transportation of any hazardous materials that do not meet the required standards or that pose a risk to safety, security, or the environment. The customer agrees to indemnify and hold BOLT harmless from any claims, damages, losses, or expenses arising from non-compliance with these regulations.

### 19.2. Safety and Emergency Procedures

- 19.2.1.** The customer must provide detailed safety and emergency procedures for hazardous materials. This includes but is not limited to Material Safety Data Sheets (MSDS), which detail the characteristics, safety procedures, transport information, and emergency handling instructions for the materials being transported. The MSDS should cover the composition, physical, chemical, health, and environmental effects of the substance, as well as the safe usage, storage, and disposal of the products.
- 19.2.2.** The customer must ensure all personnel involved in the handling and transport of hazardous materials are adequately trained and equipped with the necessary Personal Protective Equipment (PPE). All emergency procedures must comply with relevant laws and regulations, including those pertaining to the handling of inert atmospheres and pressurized materials during the discharge of tank containers. Failure to provide comprehensive safety and emergency procedures may result in refusal to transport the cargo and liability for any resulting damages or compliance issues.

### 19.3. Environmental Considerations

- 19.3.1.** The customer must consider and mitigate any environmental impacts associated with the transportation of hazardous materials. This includes ensuring that all hazardous materials are handled, packaged, and transported in compliance with all applicable environmental regulations and standards. The customer must provide a detailed environmental management plan that outlines the procedures for minimizing environmental risks, including spill prevention, containment measures, and emergency response actions.
- 19.3.2.** All personnel involved in the transportation process must be trained in environmental protection practices and must follow strict protocols to prevent contamination of air, water, and soil. The customer is responsible for conducting regular environmental impact assessments and audits to identify potential risks and implement corrective actions. Failure to adhere to these requirements may result in the refusal of shipment, delays, and additional costs, which will be the responsibility of the customer. BOLT will not be liable for any environmental damage caused by non-compliance with these requirements.

## 20. Insurance and Liability

### 20.1. Liability and Insurance

The customer is responsible for insuring their cargo. BOLT's liability is limited to the extent provided by applicable law and these terms. It is the customer's obligation to secure appropriate insurance coverage for their cargo to cover all risks of loss or damage during transportation. BOLT will not be held liable for any loss, damage, or delay of the cargo except as expressly provided under these terms and conditions and within the limits set by the relevant laws. Any claims arising from the transportation of the cargo must be submitted in accordance with the procedures specified in these terms and conditions, and BOLT's liability will not exceed the limits of liability as prescribed by applicable legislation.

**20.2. Insurance and Liability Coverage:** The customer must provide proof of insurance coverage upon request. This proof must include details of the insurance policy, such as the coverage amount, policy number, insurer's name, and the terms and conditions of the coverage. Failure to provide such proof may result in the refusal to transport the cargo, and any associated costs or delays will be the responsibility of the customer. By agreeing to these Booking Terms and Conditions, the customer acknowledges and accepts this requirement and agrees to comply promptly with any requests for proof of insurance coverage.

**20.3. Carrier's Liability Limitations:** BOLT's liability for loss or damage to cargo is limited as per applicable laws and regulations. BOLT shall not be liable for any loss, damage, or delay to the cargo except as expressly provided under these terms and conditions and within the limits set by the relevant laws. Any claims for loss or damage must be submitted in accordance with the procedures specified in these terms and conditions.

**20.4. Indemnification:** The customer agrees to indemnify and hold BOLT harmless from any claims, damages, losses, or expenses arising out of or related to the transportation of cargo. This includes, but is not limited to, claims related to loss, damage, delay, environmental impact, or non-compliance with applicable laws and regulations. By agreeing to these Booking Terms and Conditions, the customer acknowledges and accepts their responsibility to cover any such claims and to protect BOLT from any liability associated with the transportation of the cargo.

**20.5. Liability for Loss or Damage:** BOLT is not liable for any loss or damage to cargo except as expressly provided in these terms and conditions. Any liability of BOLT for loss or damage to cargo shall be strictly limited to the terms explicitly stated herein. By agreeing to these Booking Terms and Conditions, the customer acknowledges and accepts that BOLT assumes no responsibility for any loss or damage to cargo beyond what is expressly covered in these terms. Any claims for loss or damage must adhere to the specified procedures, and BOLT's liability will be confined to the limitations outlined in this agreement. Any damage to the interior and exterior of the tank container caused due to the product will be borne by the Shipper and the Shipper indemnifies BOLT against the full cost of repairs up to the replacement value of the tank container i.e. in case it is deemed to be a total loss. This includes but shall not be limited to the pitting of the inner shell or valve assemblies and to the other accessories

## 21. Freight Charges and Payments

**21.1. Freight Charges:** Freight charges are calculated based on the agreed terms at the time of booking.

**21.2. Freight Payment Terms:** Payment terms for freight charges will be as specified in the booking confirmation.

### 21.3. Security Deposit

- 21.3.1.** A security deposit may be required at the time of booking to ensure the safe handling and transportation of the cargo. This deposit serves as a safeguard against potential risks, including damage, loss, or non-compliance with contractual and regulatory requirements. The security deposit is

refundable upon the safe and satisfactory delivery of the cargo to the designated destination, provided that all terms and conditions have been met and there are no outstanding issues related to the cargo's condition or the agreed-upon delivery schedule.

- 21.3.2.** Upon the successful delivery and inspection of the cargo, BOLT will initiate the refund process for the security deposit. The refund will be processed once it has been verified that the cargo has been delivered in accordance with all specified requirements, including being free from damage, contamination, or other discrepancies. The refund process will typically be completed within a reasonable timeframe, generally within 30 days from the date of delivery confirmation. In the event of any damages, losses, or breaches of the contract terms, the cost of such damages or breaches will be deducted from the security deposit. Any deductions will be thoroughly documented and communicated to the customer, providing detailed explanations and supporting evidence of the issues encountered.

## 22. Inspection and Compliance

### 22.1. Inspection and Rejection

- 22.1.1.** BOLT reserves the right to inspect cargo and reject any that does not comply with these terms or regulatory requirements.
- 22.1.2.** Inspection criteria will be strictly adhered to, ensuring all cargo meets the specified quality and safety standards as detailed in the contract, in addition to complying with all applicable international and local regulations, including IMDG, ADR, RID, and CFR standards.
- 22.1.3.** Any cargo failing to meet the inspection criteria will be subject to rejection. This includes but is not limited to, contamination, improper labelling, incorrect documentation, and physical damage to the container.
- 22.1.4.** All inspections will be meticulously documented, and the findings communicated to the customer. A rejection report will be provided, detailing the specific reasons for rejection, along with photographic evidence where applicable.

### 22.2. Inspection and Pre-Loading Checks

- 22.2.1.** The customer must allow for inspection and pre-loading checks as required. Customers are obligated to grant BOLT or its designated representative access to the cargo for pre-loading inspections, including access to the loading facilities and any relevant documentation or certifications.
- 22.2.2.** A pre-loading inspection checklist must be completed to ensure the cargo is fit for transport, check the cleanliness of the container, ensure it is free from damage, verify that all valves and seals are intact, and confirm the container's certification is current.
- 22.2.3.** The customer must provide all necessary certifications and documentation confirming that the cargo meets all regulatory and contractual requirements before loading begins.

### 22.3. Audit and Inspection Rights

- 22.3.1.** BOLT has the right to audit and inspect all aspects of the cargo and transportation process. These audits may cover all stages of the transportation process, from cargo preparation and loading to final delivery, including the inspection of documentation, verification of compliance with safety standards, and ensuring all handling procedures are correctly followed.
- 22.3.2.** Audits may be scheduled periodically or conducted randomly at BOLT's discretion, with advance notification to the customer for scheduled audits.
- 22.3.3.** Any non-compliance issues identified during an audit will result in a detailed report, requiring the customer to take immediate corrective action. BOLT reserves the right to halt transportation until the issues are resolved.

### 22.4. Inspection Rights

- 22.4.1.** Regulatory authorities have the right to inspect the cargo at any time.
- 22.4.2.** Customers must comply with all requests and instructions from regulatory authorities, including customs and health and safety officials, facilitating their inspections without delay.
- 22.4.3.** Necessary permissions and access rights must be in place to allow regulatory authorities to perform their duties. Any findings from regulatory inspections must be documented, with copies of inspection reports provided to BOLT immediately.

### 22.5. Inspection and Certification by Authorities

- 22.5.1.** The customer must comply with any inspection and certification requirements imposed by authorities.
- 22.5.2.** It is the customer's responsibility to obtain and maintain all necessary certifications for the cargo, including safety certifications, compliance certificates, and any other documentation required by regulatory authorities.
- 22.5.3.** All relevant certificates must be presented to BOLT and any inspecting authorities upon request, and failure to provide these certifications may result in delays or rejection of the cargo.
- 22.5.4.** Ongoing compliance with all certification requirements throughout the transportation process is mandatory, and any changes in regulatory requirements must be promptly addressed, with necessary certifications updated accordingly.

## 23. Handling and Transportation

### 23.1. Loading and Unloading Procedures

- 23.1.1.** The customer must adhere to industry standard loading and unloading procedures to ensure the safe, efficient, and compliant handling of cargo. These procedures are based on established guidelines, such as those provided by Budget Shipping Containers in their ISO Tank Container Loading and Unloading Procedure and are critical for maintaining the integrity and safety of the cargo throughout the transportation process.
- 23.1.2.** The customer is responsible for ensuring that all cargo is prepared, packed, and secured in accordance with industry standards. This includes proper labelling, securing of goods, and adherence to weight and dimension limits. All safety protocols must be strictly followed during the loading and unloading processes, including the use of appropriate personal protective equipment (PPE) and the implementation of measures to prevent accidents and injuries.
- 23.1.3.** Only industry-approved and well-maintained equipment should be used for the loading and unloading of cargo. The customer must ensure that all equipment meets the required standards and is operated by trained personnel. Additionally, all necessary documentation, including bills of lading, safety data sheets, and any required permits, must be provided before the loading process begins. Upon unloading, the cargo should be inspected for any damage or discrepancies, and any issues must be reported immediately following the specified procedures.
- 23.1.4.** Loading and unloading operations must be conducted within the agreed time frames to avoid delays. The customer must ensure that the cargo is available for loading and unloading at the designated times and locations. Failure to comply with these industry standard procedures may result in delays, additional costs, or refusal of service. The customer will be held liable for any damages, fines, or penalties incurred due to non-compliance with these loading and unloading procedures.

### 23.2. Handling Instructions

- 23.2.1.** The customer must provide comprehensive and detailed handling instructions at the time of booking. These instructions should cover all aspects of cargo handling, including loading, unloading, securing, storage, and any specific handling requirements unique to the cargo.
- 23.2.2.** The handling instructions must include detailed steps for safely loading and unloading the cargo, specifying any equipment or special techniques required, as well as methods for securing the cargo to prevent movement or damage during transit, including the type of restraints, tie-downs, or padding to be used. Additionally, the instructions should outline the conditions under which the cargo should be stored, such as temperature, humidity, and light exposure, to maintain its integrity and safety any unique handling needs, such as fragility, hazardous material precautions, or sensitivity to environmental conditions, must also be specified. Clear instructions on how to handle emergencies related to the cargo, including contact information for the customer's emergency response team, should be included.
- 23.2.3.** Failure to provide detailed handling instructions may result in delays, additional costs, or damage to the cargo for which BOLT will not be held liable. The customer is responsible for ensuring that the provided instructions are clear, accurate, and compliant with all applicable regulations and industry standards. BOLT reserves the right to reject any booking where handling instructions are deemed insufficient or unclear.

### 23.3. Cargo Weight and Balance

- 23.3.1.** The customer is responsible for ensuring that the cargo weight and balance meet all applicable transportation standards and regulations. This includes adhering to the specified weight limits and ensuring the proper distribution of weight to maintain balance during transport.
- 23.3.2.** The customer must ensure that the total weight of the cargo does not exceed the maximum permissible weight for the transportation vehicle or container, as indicated by regulatory authorities or transportation operators. Similarly, the customer shall fill the cargo based on the nature of the cargo and shall ensure that there is enough space inside the tank for the cargo to accommodate and won't spill or leak, especially when the cargo expands and contracts when the region or temperature changes or varies during the transportation.
- 23.3.3.** Proper weight distribution is crucial to prevent issues such as tipping, shifting of cargo, or damage during transit. The customer must take into consideration the guidelines provided for the specific type of transportation being used, whether it be road, rail, sea, or air. This includes complying with regulations such as those outlined in the International Maritime Dangerous Goods (IMDG) Code, the International Convention for Safe Containers (CSC), and other relevant local and international standards.
- 23.3.4.** Failure to comply with these requirements may result in delays, additional costs, or refusal of transport services.
- 23.3.5.** The customer will be held liable for any damages, fines, or penalties incurred due to non-compliance with weight and balance regulations.
- 23.3.6.** It is the customer's responsibility to verify and document the weight and balance of the cargo before dispatch, ensuring that all necessary precautions are taken to secure the cargo properly for safe transportation.

### 23.4. Weather and Environmental Conditions

- 23.4.1. Transportation services are subject to weather and environmental conditions beyond BOLT's control.
- 23.4.2. BOLT shall not be held liable for any delays, damages, or losses arising directly or indirectly from adverse weather conditions, natural disasters, or any other environmental factors. This includes but is not limited to, hurricanes, storms, floods, earthquakes, and other acts of nature that may impact the transportation schedule or the condition of the cargo.
- 23.4.3. Customers are advised to take necessary precautions and consider potential weather-related risks when planning and booking transportation services. BOLT will make reasonable efforts to mitigate the impact of such conditions and communicate any anticipated delays or disruptions to the customer promptly. However, BOLT cannot guarantee adherence to the scheduled delivery times under these circumstances.
- 23.4.4. In the event of significant weather or environmental disruptions, BOLT reserves the right to adjust transportation routes, schedules, and methods as deemed necessary to ensure the safety of the cargo and compliance with regulatory requirements. Any additional costs incurred due to such adjustments will be the responsibility of the customer.
- 23.4.5. Customers may choose to purchase additional insurance coverage to protect against weather-related risks and damages, as standard liability coverage may not fully address such scenarios. It is the customer's responsibility to review and understand the terms of their insurance policies in relation to weather and environmental risks.

#### 22.5 Transshipment and Intermodal Transfers

- 22.5.1. BOLT may utilize transshipment and intermodal transfers as necessary to fulfil the booking and ensure the efficient and timely delivery of cargo. Transshipment involves the transfer of cargo from one vessel or mode of transport to another during its journey. Intermodal transfers encompass the use of multiple modes of transportation, such as ships, trucks, and trains, without handling the cargo itself when changing modes.
- 22.5.2. These processes are employed to optimize the logistics and transportation chain, providing flexibility in routing and scheduling, particularly when direct routes are unavailable or impractical. Transshipment and intermodal transfers enable BOLT to manage logistical challenges, such as port congestion, weather disruptions, and other unforeseen circumstances, ensuring the cargo reaches its final destination efficiently.
- 22.5.3. BOLT will implement all necessary precautions to ensure the safety and security of the cargo during these transfers. The customer will be notified of any significant changes in the transportation plan that may affect delivery schedules. All transshipment and intermodal transfer operations will be conducted in compliance with relevant regulations and industry standards to minimize risks and maintain the integrity of the cargo throughout its journey.

#### 22.6 Storage and Warehousing

- 22.6.1. Storage and warehousing services may be provided as per the agreed booking terms and conditions. These services will be offered in accordance with industry standards for safety, security, and environmental controls, ensuring the proper handling and storage of cargo.
- 22.6.2. The terms and conditions for storage and warehousing will include specific details such as the duration of storage, the conditions under which the cargo will be stored, associated costs, and the responsibilities of each party. This includes but is not limited to, the maintenance of appropriate temperature and humidity levels, implementation of security measures to prevent unauthorized access or damage, and protocols for inventory management.
- 22.6.3. Additional services such as packaging, labelling, and special handling requirements will be addressed under these terms and conditions. Both parties must adhere strictly to the agreed terms to maintain the integrity and safety of the cargo during the storage period.
- 22.6.4. Any changes to the storage and warehousing terms must be mutually agreed upon in writing and incorporated into the booking terms and conditions.

### 23. Communication and Coordination

#### 23.1. Communication and Coordination

- 23.1.1. All parties involved in the transportation process must maintain clear and continuous communication to ensure that all aspects of the transportation are managed efficiently. This includes timely sharing of information regarding schedules, potential delays, changes in routes, and any other relevant details that could impact the transportation of the cargo.
- 23.1.2. Coordination efforts must be proactive and collaborative, ensuring that any issues are promptly addressed and resolved to minimize disruptions and ensure the safe and timely delivery of the cargo.
- 23.1.3. In the event that the customer fails to communicate effectively, resulting in delays, disruptions, or any other issues, BOLT reserves the right to take appropriate actions. These actions may include but are not limited to, rescheduling deliveries, implementing additional charges for any incurred delays or disruptions, or suspending transportation services until effective communication is restored.
- 23.1.4. The customer will be held responsible for any additional costs or liabilities arising from their failure to communicate effectively, and BOLT will not be liable for any delays or damages resulting from such communication failures.

#### 23.2. Language and Communication

- 23.2.1. All communications must be conducted in English, or another language mutually agreed upon by both parties. This ensures clarity and prevents misunderstandings throughout the transportation process.
- 23.2.2. Any deviations from this requirement must be explicitly approved in writing by both parties to ensure effective and accurate communication.

#### 23.3. Emergency Contact Information and Procedures

- 23.3.1. The customer is required to provide comprehensive emergency contact information and detailed emergency response procedures. This information must include primary and secondary contact persons who are available 24/7, along with their direct phone numbers, email addresses, and any other relevant communication channels.
- 23.3.2. The customer must outline specific emergency procedures to be followed in the event of an incident, ensuring clear instructions for immediate action to mitigate risks and ensure the safety of the cargo and personnel involved.

### 24. Monitoring and Reporting

#### 24.1. Cargo Tracking and Monitoring

BOLT provides cargo tracking and monitoring services for the convenience of its customers. These tracking and monitoring services are not to be considered as real-time tracking. The information provided through these services is based on estimates and may not accurately reflect the current location or status of the cargo at all times. BOLT does not guarantee the accuracy, completeness, or timeliness of the tracking information provided, and it shall not be held liable for any discrepancies or delays in the tracking data.

#### 24.2. Incident Management and Reporting

The customer is required to report any incidents immediately and adhere to BOLT's established incident management procedure. This includes promptly notifying BOLT of any accidents, damages, or issues encountered during the use of the leased tank containers. The customer must provide all necessary details and cooperate fully with BOLT's incident response team to ensure swift and effective resolution of the incident. Failure to comply with this reporting requirement and incident management procedure may result in additional liabilities and penalties as outlined in the leasing agreement.

#### 24.3. Claims and Complaints

Claims for damage, loss, or non-conformance of the tank containers must be submitted within 3 days from the date of delivery of the goods to the consignee as per Article III, Rule 6 of the Hague-Visby Rules. All claims and complaints must be detailed and supported by relevant documents, including but not limited to delivery receipts, inspection reports, photographs, and any other evidence supporting the claim.

### 25. Quality and Sustainability

#### 25.1. Quality Assurance and Control

- 25.1.1. BOLT declares that it maintains rigorous quality assurance and control measures for its T11 ISO Tanks, T14 ISO Tanks, T50 ISO Tanks, and T75 ISO Tanks. BOLT's quality assurance procedures ensure that all ISO tanks meet the highest standards of safety, reliability, and performance. These procedures include comprehensive inspection and testing of each tank prior to deployment. Additionally, BOLT adheres to international standards and regulations, including ISO 1496-3 for tank containers and the International Maritime Dangerous Goods (IMDG) Code. Preventative maintenance schedules are implemented as per the guidelines of the International Convention for Safe Containers (CSC) and other relevant regulatory bodies.
- 25.1.2. All ISO tanks comply with the applicable international, national, and industry-specific standards. These standards include the International Maritime Dangerous Goods (IMDG) Code, the International Organization for Standardization (ISO) standards, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID).
- 25.1.3. In the event of any incident involving ISO tanks, BOLT follows established emergency response protocols.
  - 25.1.3.1. BOLT is committed to the highest standards of sustainability and environmental responsibility in all its operations. As part of this commitment, BOLT has established comprehensive sustainability and environmental responsibility policies designed to minimize environmental impact, promote the efficient use of resources, and ensure compliance with all relevant environmental regulations and standards. These policies reflect BOLT's dedication to preserving the environment for future generations and fostering a sustainable business model. In alignment with these principles, it is imperative that all customers engaging with BOLT adhere to these sustainability and environmental responsibility policies. Customers are required to thoroughly review and understand BOLT's sustainability and environmental responsibility policies as provided in contractual

agreements, official communications, or any other relevant documentation. They must implement necessary procedures and practices within their operations to ensure full compliance with these policies.

- 25.1.3.2.** Customers must utilize resources, including materials, energy, and water, in an efficient and sustainable manner, striving to reduce waste and emissions at every stage of the supply chain. They must properly manage and dispose of any waste generated in compliance with BOLT's guidelines and local environmental regulations, aiming to minimize landfill use and maximize recycling and reuse.
- 25.1.3.3.** Customers are expected to source raw materials and products from sustainable and ethical suppliers, ensuring that environmental and social impacts are considered in procurement decisions. They should adopt production processes that minimize environmental footprints, including reducing carbon emissions, conserving natural resources, and preventing pollution.
- 25.1.3.4.** Customers must comply with all applicable environmental laws, regulations, and standards relevant to their operations and the services provided to BOLT. They should maintain accurate records and documentation related to environmental practices and performance and provide this information to BOLT upon request for auditing and reporting purposes.
- 25.1.3.5.** Customers are encouraged to actively seek opportunities for continuous improvement in sustainability practices, including the adoption of new technologies and methods that enhance environmental performance. They should participate in BOLT's initiatives and programs aimed at promoting sustainability, such as training sessions, workshops, and collaborative projects.
- 25.1.3.6.** Open and transparent communication with BOLT regarding any challenges or issues related to environmental compliance is essential. Customers should work collaboratively with BOLT to find solutions and share best practices and innovations to foster a culture of sustainability within the industry.
- 25.1.3.7.** Failure to comply with these sustainability and environmental responsibility policies may result in corrective actions, including but not limited to, the suspension of services, termination of contracts, or other legal and financial repercussions. BOLT reserves the right to audit and monitor the customer's compliance with these policies regularly to ensure adherence and to support continuous improvement efforts.

## 26. Force Majeure

### 26.1. Force Majeure

Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement to the extent such delay or failure results from acts of God, fire, flood, war, invasion, hostilities (whether war is declared or not), riot or other civil unrest, government order or law, actions, embargoes or blockades in effect on or after the date of this Agreement, action by any governmental authority, national or regional emergency, pandemic, epidemic similar influenza or bacterial infection, terrorism, terrorist acts, cyber event, official or unofficial industrial action, industrial sabotage, industrial dispute, strikes or lockouts (in each case, whether or not relating to that Party's workforce), port congestion, port disruption, accidents, casualties, acts of government, Sanctions, embargo or other disruption or interference with trade, severe or abnormal weather, diversion of vessels to aid any vessel in distress, or any event, circumstance or cause whatsoever beyond its reasonable control (a "Force Majeure Event").

**26.2. Force Majeure Detailed:** In the event of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable, providing details of the Force Majeure Event, its expected duration, and the obligations affected. The affected Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations. The performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for a period exceeding seven days either Party may terminate the Agreement upon written notice to the other Party, without liability for any damages or losses caused by such termination.

## 27. Tank Leasing

### 27.1. Tank Leasing

BOLT offers tank leasing services subject to the terms and conditions agreed upon at the time of leasing. The specific terms, including but not limited to lease duration, maintenance responsibilities, usage limitations, and financial obligations, will be detailed in the leasing agreement. By entering into a leasing agreement with BOLT, the lessee acknowledges and accepts all terms and conditions specified therein. Any modifications to the agreed terms must be documented in writing and mutually agreed upon by both parties. In the event of transfer or transportation of the Tank irrespective of whether in laden or partly laden or in empty status, the customer shall provide prior full information to BOLT and under no circumstances, the Customer shall use the Tank for any shipment for sanctioned cargo or for the sanctioned entity or sanctioned cargo.

### 27.2. Pick up of Tanks

Any party who leases/utilizes the ISO tank from BOLT for transporting or storing bulk liquids, gases, or powders according to their business needs, The lessee is responsible for the proper use, and maintenance during the lease period.

- 27.2.1.** Upon the pickup of the ISO tank(s) by the Booking Party, the Shipper's Forwarder, Shipper, Consignee, Receiver of Goods, or any person owning or entitled to the possession of the goods or of the Bill of Lading, Booking Confirmation, Release Order, Delivery Order, and anyone acting on behalf of any such person (hereinafter collectively referred to as the "Parties"), it shall be conclusively deemed that the Parties accept all the terms and conditions set forth by BOLT.
- 27.2.2.** By engaging in the pickup of the tank, the Parties agree to be bound by and comply with all the terms and conditions stipulated by BOLT. This includes but is not limited to, the conditions specified in the Bill of Lading, Booking Confirmation, Release Order, and Delivery Order, as well as any other relevant documentation provided by BOLT.
- 27.2.3.** The Parties shall be considered a party to BOLT and shall adhere to all the obligations, responsibilities, and liabilities as outlined in BOLT's terms and conditions. This agreement to be a party to BOLT extends to any person or entity acting on behalf of the Parties, including agents, employees, contractors, and representatives.
- 27.2.4.** The Parties acknowledge and agree to undertake all obligations and responsibilities imposed by BOLT, including but not limited to the proper handling, storage, and transportation of the tank and its contents, compliance with all applicable laws and regulations, and adherence to BOLT's safety and security protocols.

### 27.3. Risk Management and Lessee Obligations

- 27.3.1. Maintenance and Use:** The Lessee shall, at its own expense, maintain the Tank in good working order and condition, perform all necessary repairs, and use the Tank in a manner consistent with industry standards and regulatory requirements. The Lessee shall not make any alterations or modifications to the Tank without the prior written consent of the Lessor.
- 27.3.2. Compliance with Laws:** The Lessee agrees to comply with all applicable local, state, federal, and international laws, regulations, and standards in the use, storage, handling, and transportation of the Tank and its contents. Any violations of such laws or regulations shall be the sole responsibility of the Lessee, who shall indemnify and hold the Lessor harmless from any fines, penalties, or legal actions arising from such violations.
- 27.3.3. Insurance:** The Lessee shall procure and maintain, at its own expense, comprehensive insurance coverage for the Tank, including but not limited to, property damage, liability, and environmental contamination coverage, with limits satisfactory to the Lessor. The Lessee shall provide the Lessor with certificates of insurance evidencing such coverage and naming the Lessor as an additional insured. Any lapse in insurance coverage shall be considered a material breach of this Agreement.
- 27.3.4. Indemnification:** The Lessee agrees to indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to the Lessee's use, maintenance, possession, or operation of the Tank, including but not limited to, personal injury, property damage, environmental contamination, and legal or regulatory actions.
- 27.3.5. Financial Responsibility:** The Lessee shall be solely responsible for all lease payments and any other costs associated with the Tank. In the event of default on lease payments, the Lessor reserves the right to repossess the Tank and pursue any and all available legal remedies to recover outstanding amounts, including but not limited to, interest, collection costs, and legal fees.
- 27.3.6. Residual Value and Depreciation:** The Lessee acknowledges that the Tank remains the property of the Lessor and agrees to return the Tank at the end of the lease term in a condition acceptable to the Lessor, considering normal wear and tear. The Lessee shall compensate the Lessor for any excessive depreciation or damage beyond normal wear and tear.
- 27.3.7. No Subletting:** The Lessee shall not sublet, assign, or transfer any interest in the Tank or this Agreement without the prior written consent of the Lessor. Any attempted subletting, assignment, or transfer without such consent shall be void and constitute a material breach of this Agreement.
- 27.3.8. Authorities Detention / Seizure / Confiscation**

In the event of any export or import shipments, should the consignment be detained by statutory authorities at any Port / ICD / CFS / LCS / Warehouse for the purpose of search, seizure, arrest, or confiscation of goods, the Borrower unequivocally acknowledges and agrees to remit detention charges to "BOLT." (hereinafter referred to as the "Carrier") without exception, for the use of the Carrier's container on a per diem basis. Irrespective of the circumstances leading to the detention, if the Carrier's container is retained by the party beyond the stipulated free time, the Borrower shall be liable. Furthermore, in the unfortunate event of goods being held by statutory authorities for an extended period, resulting in damage to or total loss of the Carrier's Container / Tank / Equipment due to environmental factors, adverse weather conditions, corrosion, mishandling by said authorities, or any other unforeseen circumstance, the Customer agrees to promptly compensate the Carrier for the Damage



Recovery Value (DRV) or repair costs upon the Carrier's initial demand, without raising any dispute. This provision shall remain binding upon the parties notwithstanding any other agreements to the contrary, and any failure to enforce any provision herein shall not be construed as a waiver of the right to enforce such provision in the future.

**27.3.9.** In the event that the Tank is detained, seized, or otherwise held by any customs or other governmental authorities, the Lessee shall:

- 27.3.9.1.** Promptly notify the Lessor in writing within 24 hours of such detention or seizure, providing all relevant details and documentation.
- 27.3.9.2.** Take all necessary and reasonable actions, at the Lessee's sole expense, to secure the immediate release of the Tank. This includes, but is not limited to, engaging legal counsel, paying any fines, penalties, duties, or storage charges, and complying with any demands or requirements imposed by the authorities.
- 27.3.9.3.** Be solely responsible for any and all costs, expenses, fines, penalties, storage charges, and other liabilities incurred as a result of the detention or seizure. The Lessee shall indemnify and hold the Lessor harmless from any claims, damages, losses, or expenses arising directly or indirectly from such detention or seizure.
- 27.3.9.4.** Indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable Lawyer/Advocate/Attorney/Counsel/Solicitor fees) arising out of or related to the detention, seizure, or any actions taken by authorities concerning the Tank.
- 27.3.9.5.** If the Tank is not released within a reasonable period, not to exceed 60 days from the date of detention or seizure, the Lessor reserves the right to:
  - 27.3.9.5.1.** Terminate this Agreement immediately upon written notice to the Lessee.
  - 27.3.9.5.2.** Demand the immediate return of the Tank or, if return is not possible, the payment of the Depreciated Replacement Value (DRV) of the Tank. The Lessee agrees to pay the DRV without protest within 10 business days of such demand.
- 27.3.9.6.** The lease rental obligations of the Lessee shall continue to accrue and remain payable until the Tank is either returned to the Lessor in accordance with this Agreement or the DRV is paid in full. The Lessee shall also pay all charges, fines, penalties, and costs associated with the detention or seizure, in addition to the ongoing lease rental, until the Tank is returned or the DRV is paid.
- 27.3.9.7.** The Lessee shall ensure that the Tank is emptied of any contents and returned to the Lessor in the condition required by this Agreement immediately upon release by the authorities or upon payment of the DRV, accompanied by payment of all charges and costs incurred during the period of detention or seizure.

#### **27.4. Maintenance and Repairs (Tank Leasing Specific)**

The customer shall be responsible for maintaining the tank while it is under their care, custody, and control. This includes but is not limited to, ensuring that the tank is returned in the same condition as it was received, subject to normal wear and tear. In the event of any damage to the tank during the period it is under the customer's care, custody, and control, BOLT shall invoice the customer for the full cost of repairs. The customer agrees to promptly pay all invoiced repair charges. Any failure to maintain the tank properly or to cover the cost of repairs will be considered a breach of this leasing agreement.

#### **27.5. Return of Tank Containers**

- 27.5.1.** Leased tank containers must be returned in the same condition as they were leased, subject to normal wear and tear. Normal wear and tear include the unavoidable deterioration of the container or any of its components used under proper operating conditions. This excludes damages resulting from improper use, improper maintenance, or lack of maintenance.
- 27.5.2.** Prior to leasing, a thorough inspection must be conducted to ensure the container's compliance with legal and environmental requirements. The inspection checklist must be archived for a minimum of 12 months. Upon return, a similar inspection must be conducted to verify that the container is returned in the agreed-upon condition. Any discrepancies must be documented and resolved.
- 27.5.3.** The interior of the tank container must be free of any cargo residue, contamination, or odour. The exterior must be free from excessive dirt, spillage, or residue from previous cargo. All cleaning documents, including cleanliness certificates and entry permits, must be valid and provided upon return.
- 27.5.4.** The frame, corner posts, and tank shell must be free from cuts, holes, cracks, dents, or any other damage affecting structural integrity. All valves, gauges, and fittings must be intact, operational, and free from leaks or damage. Insulation and cladding must be in good condition without any missing, saturated, or burnt sections. All safety and security seals must be intact and comply with the current ISO 17712 standards for high-security seals. The tank must not be pressurized and must have labels indicating any inert atmosphere if applicable. Complete and accurate documentation, including emergency instructions, transport documents, and seal logs, must be provided upon return. Any discrepancies in seal numbers or other critical details must be resolved before the container is accepted back.
- 27.5.5.** The lessee is responsible for any damage beyond normal wear and tear and must cover the costs of repairs to restore the container to its original condition. Regular maintenance and compliance with safety standards are the lessee's responsibility throughout the leasing period.

**27.6. Termination of Lease:** Either party may terminate the lease in accordance with the terms and conditions mutually agreed upon in the lease agreement. This termination must be executed following the specified notice period and any other requirements outlined in the contract. Both parties are obligated to adhere to all stipulated procedures to ensure a smooth and legally compliant termination process.

#### **28. Cargo and Material Safety Data Sheet (MSDS) Approval and Compatibility**

- 28.1.** The acceptance and transportation of cargo by BOLT are expressly subject to the prior approval of the cargo and the MSDS, as well as the compatibility of the cargo with BOLT ISO Tanks. The Customer is required to submit detailed information about the cargo to BOLT for review and approval. This information must include, but is not limited to, the nature, classification, and properties of the cargo, as well as any special handling or storage requirements.
- 28.2.** BOLT reserves the right to request additional information or documentation as deemed necessary to fully assess the cargo's suitability for transportation in BOLT ISO Tanks. The Customer must provide a comprehensive Material Safety Data Sheet (MSDS) for the cargo. The MSDS should include critical safety information, such as chemical composition, hazard identification, safe handling practices, emergency measures, and regulatory compliance details. The MSDS must comply with all relevant international and local regulations and standards.
- 28.3.** BOLT will conduct a thorough compatibility assessment of the cargo with its ISO Tanks. This assessment will evaluate whether the cargo's properties and characteristics are compatible with the materials and design of the ISO Tanks. Factors considered will include, but are not limited to, chemical reactivity, potential for contamination, temperature and pressure tolerances, and any other relevant technical specifications. The acceptance of the cargo for transportation is conditional upon the successful completion of the cargo and MSDS approval process and the positive determination of compatibility with BOLT ISO Tanks. BOLT reserves the right to reject any cargo that does not meet these stringent criteria or poses a potential risk to safety, regulatory compliance, or operational integrity.
- 28.4.** The Customer is responsible for ensuring that all information provided for the approval process is accurate, complete, and up to date. Any failure to disclose relevant information or any misrepresentation of the cargo's properties may result in the rejection of the cargo, delays in the transportation process, or additional costs, all of which will be the sole responsibility of the Customer. The Customer agrees to indemnify and hold BOLT harmless from any claims, damages, liabilities, costs, or expenses arising from or related to the cargo's non-compliance with the approval and compatibility requirements. This includes, without limitation, any regulatory fines, penalties, or legal fees incurred by BOLT as a result of non-compliance.
- 28.5.** BOLT reserves the right to amend the approval and compatibility requirements at any time to reflect changes in regulatory standards, safety protocols, or operational procedures. The Customer will be promptly notified of any such changes and will be required to comply with the updated requirements.

#### **29. Sanction Checks**

With respect to any bookings herein made, the party hereby acknowledges that the details provided herein are not subject to any prohibition or restriction pursuant to the sanction laws of the European Union, United States, as promulgated by the United Nations Security Council, and of any country to, from or through, which the goods may be carried, including any parties identified on the U.S. Treasury's departments list as specified in Specially Designated List or any other list of prohibited or denied parties which being maintained in the European Union, United States, United Nations Security Council and any other country. BOLT in no manner shall be liable to the parties and any other persons arising under any sanction list, in the event of any, the said booking shall be null and void. The parties indemnify and hold the Carrier harmless to the full extent of any loss, penalties, damage, cost, expense, or liability to the carrier including lost profits, Lawyer / Counsel's fees and court costs for any failure or alleged failure of you to comply with the Sanction Law & rules framed as aforementioned.

#### **30. Compliance with Sanctions Legislation**

Customer to ensure that the duration of the entire voyage of vessel and/or her original or Disponent(s) owner and/or any ownership in the chain is not directly or indirectly related to any restricted country such as Iran, Cuba, Myanmar, North Korea, Sudan, Russia, and Syria and any other restricted country and is fully in compliance with the U.S. Sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the HM Treasury of the United Kingdom, the United Nations, the European Union and/or the Swiss State Secretariat for Economic Affairs (SECO) applicable sanctions legislation.

#### **31. Detention & Damage Liability**

- 31.1.** In the event of any export or import shipments, should the consignment be detained by statutory authorities at any Port / ICD / CFS / LCS / Warehouse for the purpose of search, seizure, arrest, or confiscation of goods, the Borrower unequivocally acknowledges and agrees to remit detention charges to BOLT (Bulk Oil & Liquid Transport without exception, for the use of the BOLT container/ Tank on a per diem basis.
- 31.2.** Irrespective of the circumstances leading to the detention, if the Carrier's container is retained by the party beyond the stipulated free time, the Borrower shall be liable. Furthermore, in the unfortunate event of goods being held by statutory authorities for an extended period, resulting in damage to or total loss of the Carrier's Container / Tank / Equipment due to environmental factors, adverse weather conditions, corrosion, mishandling by said authorities, or any other unforeseen circumstance, the Customer agrees to promptly compensate the Carrier for the Damage Recovery Value (DRV) or repair costs upon the Carrier's initial demand, without raising any dispute.
- 31.3.** This provision shall remain binding upon the parties notwithstanding any other agreements to the contrary, and any failure to enforce any provision herein shall not be construed as a waiver of the right to enforce such provision in the future.

## 32. Terms and Conditions Revisions

### 32.1. Revisions and Amendments

- 32.1.1.** BOLT reserves the right to revise, modify, or amend these Terms and Conditions at any time. Such revisions, modifications, or amendments shall be effective immediately upon posting on BOLT's website or upon direct communication to the Customer via email or other means.
- 32.1.2.** It is the responsibility of the Customer to review these Terms and Conditions periodically to ensure awareness of any updates. Continued use of BOLT's services following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.
- 32.1.3.** BOLT will make reasonable efforts to notify the Customer of significant changes to these Terms and Conditions, but the Customer acknowledges and agrees that it is ultimately their responsibility to remain informed about such changes.

### 32.2. Timeliness of Revisions

- 32.2.1.** Revisions to these Terms and Conditions will be undertaken as deemed necessary by BOLT to reflect changes in the law, regulatory requirements, or business practices.
- 32.2.2.** BOLT endeavours to conduct timely reviews and revisions at least annually or as required by changing circumstances to ensure the Terms and Conditions remain up-to-date and compliant.

### 32.3. Binding Nature

These Terms and Conditions, as amended from time to time, are binding on both BOLT and the Customer. Any modification of these Terms and Conditions by the Customer shall only be binding on BOLT if agreed to in writing and signed by an authorized representative of BOLT. Acceptance of the tank constitutes acceptance of all terms and conditions contained herein. The Customer acknowledges and agrees that all terms and conditions stipulated in the [Quotation Terms & Conditions](#), [Booking Terms & Conditions](#), [Release Order Terms & Conditions](#), [Delivery Order Terms and Conditions](#), [Standard Trading Conditions \(STC\)](#), and [General Trading Conditions \(GTC\)](#) have been read and are accepted without objection. These terms govern the contractual relationship between the Customer and Bulk Oil & Liquid Transport Pte Ltd (BOLT). Should the Customer have any deviations or queries after the booking is confirmed by BOLT, such issues must be expressed in writing to [info@bolyt-tanks.com](mailto:info@bolyt-tanks.com) within two (2) days of booking confirmation. Failure to do so will result in the Customer's agreement to all terms and conditions set forth by BOLT.

## 33. Inspection, Acceptance, and Liability for Tank Containers and Document Holder

### 33.1. Inspection Obligation

- 33.1.1.** It is the duty and responsibility of the Customer to properly and carefully examine the tank container when it is taken for their usage. These checks involve the exterior and interior of the container as well as all the fitments and accessories. Such inspection must involve checking the container for clean and dry status, odour, and must not possess any document/items and any cargo sample of the previous shipment or anything that may taint the safety, legality and/or integrity of the consignment.

### 33.2. Right to Reject and Notification

- 33.2.1.** In case when during the inspection of the container, a defect, contamination, or some other content that would make it unsuitable for use is identified, the Customer can reject the container. This rejection ought to be carried out before the container is off-loaded or in any other way utilized and must be conveyed to BOLT in advance before the same is put in use.
- 33.2.2.** The Customer shall inform BOLT in writing of any rejection that has happened, and the rejection should be backed by an inspection report together with some evidence, for instance, an actual photograph, or a report from an independent surveyor. This notification must be given immediately of having received the container. Failure to take these steps would disentitle the customer from getting an exemption or waiver from BOLT for the charges including but not limited to detention, demurrage, On Hire & Off Hire charges etc.

### 33.3. Acceptance and Waiver of Claim(s)

- 33.3.1.** If BOLT has not received a rejection note within immediately, the Customer is deemed to have accepted the container free from defects, free from any contractual, legal and/or regulatory imperfection and meeting the requirements for the intended usage of the customer. This acceptance is the final one and the Customer shall have no right to make any claims with regards to defects, contamination and any other conditions that may be considered to be a non-conformity according to the terms of the contract.
- 33.3.2.** Once the container is accepted, BOLT has no liability for any subsequent claims, losses, damages or expenses incurred for the condition of the received container, contamination, residue or unauthorized materials.

### 33.4. Indemnification and Liability Limitation

- 33.4.1.** The Customer also confirms to indemnify and hold BOLT free from all and any liabilities for costs, injuries, losses, damages, fines and or penalties including legal fees for the failure of the Customer in performing the following: Adequate inspection, and failure to notify BOLT on the damages, defects, contamination and any other conditions that may be considered to be a non-conformity to the requirement of the cargo or customer, within the time frame, misuse of the container by the customer after the acceptance of the same.

### 33.5. Clause Dominance

- 33.5.1.** This clause pre-empts any limiting practice, usage, or rule of the industry, local regulations, or otherwise that may lower the Customers' inspection responsibilities or BOLT's exclusion of liability. These obligations must be observed in any shipment irrespective of the jurisdiction from where the shipment is sourced, the place where it is to be delivered, or if a third party is involved.
- 33.5.2.** Such changes to this clause must be in writing and approved by BOLT. As for this clause, It shall be deemed that all the parts of this clause are severable and thus if any part thereof will be invalid or unenforceable, the other parts of this clause shall still remain effective & enforceable.