

SHIPPING - CARGO TERMS & CONDITIONS

Disclaimer of liability of Baleària Caribbean, edited August 4th, 2020

1. Baleària Caribbean (BC) or any person authorized by Baleària Caribbean (BC) shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.
2. Baleària Caribbean is not responsible for the damage and theft of merchandise that is outside the warehouse. a) If carriage is Port to Port, the responsibility of Baleària Caribbean is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and Baleària Caribbean shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by Baleària Caribbean. The Merchant constitutes Baleària Caribbean as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of Baleària Caribbean or others and Baleària Caribbean may as such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in the Bill of Lading
3. Baleària Caribbean (BC) it's not responsible for the damage caused to the goods due to weather conditions.
4. Save as otherwise provided herein, Baleària Caribbean shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if Baleària Caribbean is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
5. No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Baleària Caribbean for Carriage without Baleària Caribbean's express consent in writing and without the Container or other covering in which the goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Baleària Caribbean without such written consent and marking or if in the opinion of the Baleària Caribbean the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to Baleària Caribbean's right to Charges.
6. Baleària Caribbean (BC) reserve the right to accept the merchandise sent to the warehouse without notifying us 24 hours before.

7. All the merchandise must be delivered to Baleària Caribbean at least 24 hours prior to the ship date.
8. According to the policies of Baleària for each day of storage in the warehouse you must pay \$ 20USD.
9. Also storage charges of \$20.00 per day will be charged to any items not picked up at the destination port on the day of the ships arrival or are held in the warehouse prior to embarkation.
10. Baleària Caribbean (BC) it's not responsible for the merchandise that is not properly protected to be transported. In some cases, Baleària Caribbean (BC) may not send the merchandise to avoid possible damages, because the merchandise has not been protected enough to be transported.
11. The client must remove the merchandise from his bin in the next 24 hours after the bin arrives at its port of destination. Otherwise Baleària Caribbean (BC) will proceed to put all the goods on pallets and the customer assumes all responsibility for possible damages and losses in their merchandise.
12. After 3 months, abandoned merchandise in the warehouse will become property of Baleària Caribbean. a) If the Goods are unclaimed within a reasonable time as determined by Baleària Caribbean or whenever in Baleària Caribbean's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, Baleària Caribbean may at its discretion and without prejudice to any other rights which Baleària Caribbean may have against the Merchant, without notice and without any responsibility attaching to Baleària Caribbean sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to Baleària Caribbean by the Merchant. Notwithstanding the foregoing, if the Goods are unclaimed within 15 days of arrival at the place of delivery, then on the 16th day said Goods shall conclusively be deemed abandoned, unless prior arrangements are made, in writing, by the Merchant and Baleària Caribbean.
13. If for some reason Baleària Caribbean (BC) cannot send perishable merchandise, the client will be notified to come and pick it up, if the client does not collect it Baleària Caribbean is not responsible for that merchandise.
14. All customers accept all policies and regulations of Baleària Caribbean (BC) when using any of Baleària Caribbean (BC) services.
15. Any damages or missing items transported to Freeport must be claimed right after receiving it. After leaving Baleària Caribbean (BC) warehouse, Baleària Caribbean is not responsible for the damages or lost items not reported.

16. Baleària Caribbean (BC) is not responsible for damage to vehicles that are more than 5 years old. All vehicles must be in good working order and must be able to be driven on and off the vessel. If the vehicle is not in good working order to be driven on and off the vessel Baleària Caribbean (BC) it's not responsible for any damages. a) Baleària Caribbean (BC) it's not responsible for damage to vehicles that do not turn on.

17. Baleària Caribbean (BC) it's not responsible for vehicles left outside our facilities.

18. For a vehicle to be accepted / received by Baleària Caribbean (BC) must have all the necessary documents (Bill of Sale, Title, Power of Attorney, Copy of a Valid License.) And comply with all export requirements of The Bahamas and USA.

19. Any damage to a vehicle transported to Freeport must be claimed right after receiving it, after leaving our yard, Baleària is not responsible for the damages not reported.

20. Baleària Caribbean (BC) it's not responsible for damages to vehicles due to weather conditions.

21. After 3 months due to Baleària Caribbean (BC) company policy, abandoned vehicles in our yard will become property of Baleària Caribbean.

22. After one-week Baleària Caribbean will charge \$20 dollars by day for the storage fee of vehicles.

23. All equipment exceeding the measurements originally purchased and accounted for, will be charged an extra fee of \$50 or the full price of a second equipment purchase if BC manager request that due to safety reasons.

24. BC reserves the right to deny and/or delay shipment of any and all cargo that exceeds weight or/and measures limit guidelines until modifications meeting our standards have been made.

25. BC does not guarantee the transportation of any and all cargo left at our warehouse without the approval of the supervisor or staff member on duty.

26. In case the wrapping is not adequate to hold the cargo properly and BC has to re-wrap the cargo again, a fee of \$25.00 will be required to be paid before shipping.

27. The customer is responsible for collecting the garbage and keeping the cargo area clean after loading the cargo, in case was not properly cleaned, \$25 fee must be paid before the cargo is shipped.