

Supermaritime General Conditions

1. Unless otherwise specifically agreed in writing, **Supermaritime** (hereafter called "the Company") undertakes services in accordance with these general conditions (hereafter called "General Conditions") and accordingly all offers or lenders of service are made subject to these General Conditions. All resulting contracts, agreements or other agreements will in all respects be governed by these General Conditions.
2. The Company provides services to the international shipping trade. As such these conditions cover any appointment where the company acts as ship broker, freight broker, customs broker, ship's agent, landing agent, closing agent and freight forwarder.
3. The Company acts in the capacity as agent only and at the risk and expense of the persons or bodies from whom the instructions to act have originated (hereafter called "the Principal"). No other party is entitled to give instructions to the scope or manner in which the agreed service shall be carried out.
4. In carrying out its Principal's instruction the Company reserves the right to delegate performance to its affiliated companies and sub-agents all of which shall be entitled to the same rights, liability exemptions and limitation and defences as the Company
5. The Company will provide services in accordance with:
 - the principal's specific and lawful instructions as confirmed by the Company;
 - the terms of the Company's Standard Order Form, if used;
 - any relevant trade custom, usage or practice if possible;
 - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
6. The Company undertakes to exercise reasonable care and skill in the performance of its services. The Company will only accept liability where loss has been caused to the Principal through the Company's gross negligence or wilful misconduct.

The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one or those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimate time involved in the performance of each services

7. The limit of liability of the Company under these Terms and Conditions may be increased upon request received by the Company at least five working days in advance of the performance of the services to such figure as may be agreed upon payment of additional fees equal to one tenth of the increase in the limit or liability of as may be agreed upon.
8. The Principal shall guarantee, hold harmless and indemnify the Company and its officers employees, agents or subcontractors against all claims made by the any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any service. Unless such loss has been caused by the gross negligence or wilful misconduct of the Company.

The Principal shall ensure that instructions to the Company and sufficient information are given in due time to enable the required services to be performed effectively;

The Principal shall procure all necessary access for the Company's representatives to enable the required services to be performed effectively;

The Principal shall inform the Company in advance of any known hazards or dangers actual or potential, associated with any order including, for example, presence or risk of radiation, toxic or noxious or explosive elements or material, environmental pollution or poisons;

9. For each order accepted the Principal and the Company shall agree the remuneration/commission payable to the Company. Such remuneration/commission shall be over and above the reimbursement by the Principal to the Company of all outlays, expenditures, costs and advanced amounts of any kind effected by the Company for the Principal's account. In this connection, the Company shall be under no obligation to put up guarantees, securities, bonds or advance monies of any kind or to make any payments for the Principal's account unless Principal has put the Company in sufficient funds and/or provided appropriate cover and security as requested by the Company.
10. Payments received by the Company in a foreign currency e.g. for freight, harbour dues, bankers etc., shall be converted into the currency of the contract at the exchange rate prevailing on the day such payments are due and accordingly entered into the current account with Principals.
11. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services the Company shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.
12. The Principal will punctually pay not later than 30 days after the relevant invoice date or within such other period as may have been agreed in writing by the Company all proper charges rendered by the Company failing which interest will become due at the rate of 15 per cent per annum from the date of invoice until payment.

The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.

In the event of any suspension of payment arrangement with creditors, bankruptcy insolvency, receivership or cessation of business by the Principal the Company shall be entitled to suspend all further performance of its services forthwith and without liability.

Any obligation that the Company might have to pay monies or deliver goods or any other assets to the Principal and/or third parties such as consignees shall be subject to the Company's right to withhold same and/or exercise a lien over them and/or to sell them pending full and final settlement of all the Company's invoices. Such rights will be exercised by the Company at the Principal's risk and expense.

13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company
 - (1) the amount of all abortive expenditure actually made or incurred.

And

(2) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within one year after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.
15. No alteration, amendment or waiver of any of these General Conditions shall have any effect unless made in writing and signed by an officer of the Company.
16. These conditions and any subsequent contract incorporating them will be construed in accordance with and subject to English Law.
17. Any dispute arising under these conditions, or any contract subject to them, will be referred to arbitration in London, subject to English Law. If the amount in dispute is under GBP50,000, the LMAA or CEDR approved Small Claims procedure will be followed. If the amount is over GBP50,000 each party will have the opportunity to appoint their own arbitrator. The two appointed arbitrators will appoint a third arbitrator. If one party fails to appoint their own arbitrator within 14 days of being given notice to do so, the appointed arbitrator will be appointed as sole arbitrator of the dispute.