



TERMS AND CONDITIONS FOR INLAND TRANSPORTS

INTERMODAL TARIFF FOR BRAZIL





Overview

This document describes Terms and Conditions applied to Intermodal operated by Hamburg Süd/Aliança in Brazil for Deep Sea cargoes.

Tariff

1. Inland Transportation rates

If applied via Bill of Lading Hamburg Süd or Aliança: Pre/On-carriage cost considers only the transport of goods described as “place of receipt” and “final destination”.

Locally in Brazil, Intermodal transport can be covered via Aliança Road Waybill (“CTe Rodoviário” – “Conhecimento de Transporte Eletrônico do modal Rodoviário”) or Aliança Multimodal Transport Document (“CTe Multimodal” – “Conhecimento de Transporte Eletrônico Multimodal”). Under this condition, Bill of Lading won’t present Pre or On-carriage, only port move.

Intermodal Tariff does not include any formality or charge related to customs clearance and/or other official interventions, weighing, THC/Capatazia, storage and any additional service, cost or port taxes, remaining these under client’s responsibility.

1.1 Taxes

Taxes included in intermodal rate.

The only exception is the operation covered by Aliança Road Waybill or Multimodal Transport Document. Due to Brazilian law, in some operations taxes can be applied directly to the freight contractor, therefore Aliança Intermodal cost will discount taxes during invoicing procedure. Customized offer must describe this special condition.

1.2. Currency

If Intermodal transport is covered by Hamburg Süd or Aliança Bill of lading, all charges shown in USD (United States Dollars), BRL (Brazilian Reais) or EUR (European Monetary Unit), unless otherwise stated.

For Aliança Road Waybill or Multimodal Transport Document, only BRL currency is applicable.

2. Full Container Loads (FCL)

The Intermodal Tariff is applicable for FCL traffic only.

3. Modal Choice

The mode of transport is to be determined by the customer, following the Inland transport rate stipulated in intermodal tariff for the different modes. Rail, Barge and Feeder service are subjected to availability during the booking process. During the operation, Intermodal department is allowed to change modal choice without any previous notice to client.

3.1. Rail Modal Choice

This modal is subject to availability of the rail company. If not available during “pick up”/“delivery” of container, a new intermodal proposal (considering a different modal choice) can be offered.

Hazardous cargo and oversized cargo are not allowed in this mode of transport.
Reefer cargo can be transported only without Gen Set.

The Rail rate includes all rail transport costs (including taxes) between seaport and inland ramp terminal. The necessary handlings to perform this transport are included. Additional handlings related to additional services (eq. fumigation, government inspection, etc.) will be charged separately.

The Rail/Road Combined offer includes all rail/road transport costs (including taxes) between seaport and inland ramp terminal, as well as the truck pickup/delivery to/from the customer’s premises. Additional handlings related to additional services (eq. fumigation, government inspection, etc.) will be charged separately.

3.2. Barge Modal Choice

This modal is subject to availability of the Barge Company. If not available during “pick up”/“delivery” of container, a new intermodal proposal (considering a different modal choice) can be offered.

Hazardous cargo and oversized cargo are restricted and a previous local intermodal authorization is mandatory.

The Barge rate includes all Barge transport costs (including taxes) between seaport and Barge Terminal. The necessary handlings to perform this transport are included. Additional handlings related to additional services (eq. fumigation, government inspection, etc.) will be charged separately.

The Barge/Road Combined offer includes all barge/road transport costs (including taxes) between seaport and Barge Terminal, as well as the truck pickup/delivery to/from the customer’s premises. Additional handlings related to additional services (eq. fumigation, government inspection, etc.) will be charged separately.

4. Equipment choice

Standard equipment includes DC, DV and HC containers.

Reefer equipment includes RF / RH containers.

Special Equipment includes OT, OH, FR and PL containers within sizes (named “in gauge”) and any kind of oversize (named “out of gauge”).

Third party containers (either those belonging to other lines or operators) will have to be in accordance to all corresponding ISO standards and local regulations.

5. Weight limitations

All detailed weights shown in the Intermodal Tariff are including the tare of containers. Maximum gross weight must be in accordance to national legislation.

Being the client aware of maximum allowed weight per box, any possible infraction will be his full responsibility and all charges occurred in consequence will be on their behalf. All extra costs caused by the use of special units of transportation, special permits or others, will be considered in addition to the agreed Intermodal Tariff.

6. Transportation of Hazardous Cargo/ Reefer cargo / Specified Cargo.

The Intermodal Tariff will specify when it refers to:

- Hazardous cargo (IMDG cargo)
- Temperature Controlled Cargo
- Specified cargo or over dimensioned cargo (those exceeding containers dimensions- “out of gauge”).

6.1 Hazardous cargo

Hamburg Süd/ Aliança will provide units of transportation and drivers licensed for transport of IMDG cargo according to corresponding legislation. Certifications, Dangerous Goods Labels (fixed on container), any specific requirement or any other kind of document required for the transport must be provided by the client with sufficient time.

Any eventual costs caused by the lack of information will be on account of the client .

6.2 Reefer cargo

Hamburg Süd/ Aliança shall perform the transportation of Reefer cargo with the proper for the reefer equipment. If client requires the transport of refrigerated cargo without energy supply, it will always be under his own risk and responsibility.

The Intermodal Tariff for Reefer equipment includes only the positioning energy supply (Gen Set) on container for the trip (excluding operations when client requires the transport of refrigerated cargo without energy supply). The Gen Set surcharge will be applied separately.

Unless otherwise indicated, the Intermodal Tariff does not include setting of equipment nor temperature control.

6.3 Specified cargo or Oversized cargo

Hamburg Süd/ Aliança perform transportation of cargoes that exceed dimensions of ISO containers and/or required special equipment, subject to approval by local authorities. All detailed information must be present in Intermodal offer. Any additional charges that may arise for the modification of the dimensions, or other information initially provided, or due to the lack of information will be on account of the client.

7. Re-direction

When the Hamburg Süd/ Aliança agrees to re-direct a unit from an initially specified place of acceptance or delivery to another place, all additional costs will be on account of the client and service will be provided as soon the client formalize the acceptance of the additional cost.

8. Customs clearance and other official interventions

Intermodal Tariff does not include any formality or charge related to customs clearance and/or other official interventions, remaining these under client’s responsibility. Any cargo is subject to possible inspections of Treasury Office and/or other governmental area and all possible costs of these activities solely the responsibility of the client.

9. Stuffing and lashing

All cargo consolidation in container must be properly packed and secured. This task remains on hands of the client, without any intervention of Hamburg Süd/Aliança. Any cargo damage created due to a poor cargo consolidation will be under client responsibility, unless the lashing material and Stuffing of goods were performed by Hamburg Süd / Aliança.

10. Sealing

No container without an intact Bolt Seal will start its transport. Bolt Seal will be provided by Hamburg Süd/Aliança via trucking company to the client. The seal number must be shown in the Bill of Lading.

11. Communication

Transport Company shall receive instructions from the Hamburg Süd/ Aliança only. If client demands a feedback from intermodal operation, all necessary information will be provided by Hamburg Süd/Aliança Customer Service.

12. Goods Insurance

All intermodal transport is covered by RCTR-C (against “accidents”) and RCF-DC (against “robbery”) insurance. If client prefer to use his own insurance policy, his management plan risk and waiver of right of return must be approved before prior the transport by Intermodal and Claims Department.

Note Aliança Road Waybill (“CTe Rodoviário” – “Conhecimento de Transporte Eletrônico do modal Rodoviário”) or Aliança Multimodal Transport Document (“CTe Multimodal” – “Conhecimento de Transporte Eletrônico Multimodal”) - According to the Resolution of the National Council of Private Insurance (Conselho Nacional de Seguros Privados - CNSP) No. 219 of 2010, which provides for compulsory insurance RCTR-C, it is incumbent upon the carrier to communicate to the insurer all shipments before leaving the vehicle of the carrier through the copy of Road Waybill (Conhecimento de Transporte Eletrônico – CTe). In order for the communication process to occur, it is indispensable to receive all data from the invoice of the product. Therefore, the responsibility of the freight contractor is to send the electronic invoice of the product (“Nota Fiscal Eletrônica – NFe” - PDF copy or the invoice key numbering), to Hamburg Süd / Aliança via e-mail SAO-CTERODO@alianca.com.br within 3 hours before the end of the loading (export cargo) or transport (import cargo). Following this procedure, the transport can start without delays or additional costs (for Example: waiting time cost). The costs originated from the delay/ missing information in sending the cargo invoice will be directed to freight contractors.

12.1. Ad valorem

Intermodal offer consider the premise that cargo value is up to BRL 400.000* (Dry/Reefer) per box. If cargo value exceeds this limit, it will be added into intermodal rate 0,10% over the difference, unless an intermodal customized offer was created.

**for customized offers, this value can be changed and details will be described in intermodal quotation.*

12.2. Security Service

Depend on the value of cargo, an armored security service may be requested by the client to Hamburg Süd/ Aliança or provided unilaterally by the Hamburg Süd/ Aliança as an insurance coverage requirement.

If this service is not described in intermodal offer and if cargo value exceeds BRL 500.000*, in order to follow insurance coverage requirement, armored security service might be hired and its cost added to intermodal rate.

**depend on type of cargo or region of transport, this value can be changed. For additional information, please contact Hamburg Süd Brasil Ltda.*

13. Free time – Striping/Stuffing

It's included in Brazilian intermodal rate 6 hours of waiting time for stuffing/striping of goods. If free time has been exceeded for reasons outside the responsibility of Hamburg Süd/Aliança, additional costs will be applied, unless an intermodal customized offer was created.

14. Necessary documentation for hiring

The following documents are required for the provision of services by the Hamburg Süd

- Written acceptance of the quotation;
- Pick up / Delivery place must be registered in the Hamburg Süd / Aliança system
- Individual transport instructions (day, time, address Pick up/ Delivery, etc.);
- Container pick up authorization;

15. Documentation covering the transport

The Bill of Lading issued by the carrier, must be considered as the legal transport document between client and Hamburg Süd/Aliança. Following Brazilian Law, all transports will be followed by Road Waybill or Multimodal Transport Document ("CT-e") between Hamburg Süd/ Aliança and its vendors.

For specific transports, Aliança can issue its own Road Waybill or Multimodal Transport Document in order to cover intermodal transport. This condition will be described in Intermodal offer.

16. Time of request

In order to be able to guarantee the client's requirements, all services must be required 48 hours (working days) prior to transportation of Standard and Reefer Equipment (containers) and 72 hours (working days) for Special Equipment (containers) or Operations. In any case, it will always be subject to the Hamburg Süd/ Aliança acceptance.

17. Payment conditions

Every time Intermodal Service is part of a Bill of Lading the agreed tariff and possible additional services are ruled by its Terms and Conditions. If Intermodal Services are not ruled by the Bill of Lading, payment terms must be specifically agreed previously and as a part.

18. Shipping terminal

Free time of storage or any additional service at Shipping Terminal is between client and Terminal.

19. Empty Pick up/ Redelivery

Intermodal offer includes the empty Pick up or Redelivery. Empty container must be redelivered clean, otherwise addition clean up fee will be added to intermodal rate.

20. Proof of delivery

The conclusion of the contracted service (Intermodal transport) will be proven via Signed Intermodal Job Order, and/ or by digital/electronic data, and/or through other proves and/or evidences that demonstrate the execution and conclusion of the requested transport in favor of the CONTRACTOR and/or third parties.

21. Value Added Service (VAS)

When Hamburg Süd / Aliança perform services below, all detailed information as premises and operation scope will follows client agreement.

- Stuffing/Striping of goods;
- Customs Clearance;
- Security Service;
- Logistic and Risk Management;
- Lashing Material;
- Customized Services and Operations;
- Etc.

Any additional charges that may arise for the modification, or other information initially provided, or due to the lack of information will be sent to the client.

22. Extra Cost

Any service not included in intermodal offer will be invoiced against the client via Invoice (“Nota Fiscal de Serviços Logísticos”). If freight payer is from abroad, the responsible office must charge this extra cost directly to the client locally.

22.1 Additional Information

Intermodal Service		
Truck waiting time	until 6 hours additional	free USD 35 per hour

Storage - Inland Ramp		
Sumare- SP (Brado)	until 7 days additional additional handling	free USD 40 per day USD 40 per move
São Jose dos Campos - SP (Cragea)	until 7 days additional additional handling	free USD 40 per day USD 40 per move
Jundiaí - SP (Contrail)	until 7 days additional additional handling	free USD 40 per day USD 40 per move
Betim - MG (Tora)	until 7 days additional additional handling	free USD 40 per day USD 40 per move
Uberlandia - MG	under request	
Itatiaia - RJ	under request	
Cambé - PR	under request	
Anápolis - GO	under request	
Araraquara - SP	under request	

Ad valoren		
<u>Export Cargo</u>		
Dry Cargo/ Reefer Cargo		
Cargo value up to	BRL 400.000	free
Cargo value exceeds	BRL 400.000	0,10% over the difference
<u>Import Cargo</u>		
Dry Cargo/ Reefer Cargo		
Cargo value up to	BRL 400.000	free
Cargo value exceeds	BRL 400.000	0,10% over the difference



22. Contact

Hamburg-Süd Brasil Ltda
Aliança Navegação e Logística Ltda

Export Customer Service - phone: 0800-177576
E-mail: customercare-br@alianca.com.br

Import Customer Service – phone: 0800-7177577
E-mail: abr-cseurope-imp@alianca.com.br
abr-csamericas-imp@alianca.com.br
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