

SHIPPING TERMS AND CONDITIONS (FOB –Containerised)

1.0 Sellers Notice of Readiness of the Materials for shipment:

1.1 Keeping in view the contract delivery period and the quantity of the Materials received at the load port(s), the Seller serve on the Buyer, by Fax/e-mail, the Notice of readiness of Materials for shipment (i.e., Seller's NOR) indicating the laycan during which the container should arrive at sellers nominated CFS/ Sellers own Yard.

2.0 Nomination of Container (s) by the Buyer:

2.1 Within 3 days including laydays, from the date of Seller's NOR referred to in Clause 1 above, the Buyer shall nominate suitable containers, furnishing particulars in respect of such container e.g size and type of container(s) by Fax/e-mail to the seller viz. Name of the Container agents at load port, container dimensions Etc. Connecting vessel for these containers, liners etc.

The containers offered should be duly certified by inspection agency appointed by SAIL. These containers should be free from all encumbrances. If the containers offered are found not suitable, (as certified by the PSIA) the buyer has to immediately replace the containers at their own cost.

The aforesaid e mail/fax intimation regarding container(s) shall be sent by the Buyer to the Seller at the following address:

DGM (M-ITD)
Steel Authority of India Limited,
International Trade Division,
Central Marketing Organisation,
17th Floor , SCOPE Minar ,North Tower Core – 2,
Laxmi Nagar District Center,
Delhi 110092 India
E mail: sailitd@sail-steel.com

3.0 Laydays Buyer to indicate estimated time of arrival (ETA) of the container(s) at the sellers nominated CFS or Sellers Own Yard , within the laydays. (Laydays not to exceed a span of 10 days).

4. Letter of Credit points

- 4.1 LC amendments as desired by shipper executed and e mailed/faxed to shipper
- 4.2 Last date of shipment
- 4.3 Last date of negotiation

5.0 General provisions:

5.1 The scope of works is as below:

5.1.1 Following cost /operations will be account buyer:- Booking of containers, Placement of empty containers at sellers nominated CFS/yard/ICD/Place, LSD

(Lashing/stowing/dunnaging material) is to be supplied by buyer, Tarpaulin charges (if any), THC charges at loading and discharge port, Transportation of stuffed container to container terminal at loadport, unloading & clearance at disport, any inland transportation at disport country. If any special packing is desired by customer the same shall be on account of buyer.

5.2 Three days prior to the ETA of the Container(s) at the sellers nominated CFS/ Sellers own Yard, the Agent /Buyer shall give Fax/e-mail intimation to the seller at the following address:

Branch Manager, Branch Transport & Shipping Office,
Steel Authority of India Limited. Harbour Approach Road,
Vishakhapatnam-530035 (INDIA)
Fax: (0891) 2563698 TELEPHONE: (0891) 2704074, 2568885, 2563041-43
E mail: bmtviz@sail-steel.com

OR

Branch Manager, Branch Transport & Shipping Office,
Steel Authority of India Limited, Super Market Building,
First Floor, Durgachak, Haldia, Midnapore-721602(INDIA)
Fax: (03224) 274249 TELEPHONE: (03224) 274194,252178,274218
E mail: tns@sail-steel.com

5.3 If any damage is caused to the container(s) at the sellers nominated CFS/ Sellers own Yard at the time of loading of the Materials by the Stevedores engaged by the Seller, the claim, if any, for such damage shall be settled directly between the container(s) owners and stevedores. The owner of the containers(s) shall lodge such claim, if any, on the stevedores, promptly after the damage has been sustained and then confirm in writing duly supported by the Third Party damage Reports, prior to the departure of the container(s) from the sellers nominated CFS/ Sellers own Yard , failing which the claim shall stand barred and the stevedores shall stand absolved and relieved of all responsibility. Subject to compliance with the conditions enumerated in this clause, in case the stevedores fail to settle the same, the seller will assist in settlement of such claims.

5.4 The container(s) owners shall instruct their Agents at the load port(s) to issue the Bill(s) of Lading / Bill(s) of Lading (CONLINE) / Multimodal Transport Documents to the representative of the seller, immediately but not later than one working day from the date of sailing of the vessel on which container is loaded. In case of delayed issuance of B/L (beyond two working days), the buyers will be responsible and liable for the consequences including interests for delayed receipt of value of the material.

6.0 Payment of Dues/Taxes etc.:

6.1 The seller shall under no circumstances be liable under this Agreement for any costs, charges, liabilities of whatsoever nature arising subsequent to the delivery of the materials on the basis of the FOB (stuffed in container) such as but not limited to, ocean freight, insurance charges, port dues, container detention charges taxes

including income taxes, custom duties, unloading and handling charges, levies and fees, if any, of whatsoever nature and kind payable or leviable at the time of or by reason of importation of the Materials in the country of import.

FOR AND ON BEHALF OF THE SELLER

FOR AND ON BEHALF OF THE BUYER

STEEL AUTHORITY OF INDIA LIMITED
INTERNATIONAL TRADE DIVISION
SCOPE MINAR, 17TH FLOOR, CORE-2,
LAXMI NAGAR DISTRICT CENTRE,
DELHI-110092

M/s

SIGNATURE:

SIGNATURE:

NAME:

NAME:

DESIGNATION:

DESIGNATION:

PLACE:

PLACE:

DATE:

DATE: