## AES – TERMS & CONDITIONS

# A.E.S. Inc agrees to provide, and customer agrees to receive the services of A.E.S. Inc. according to the following terms and conditions:

By accepting this dock receipt, you represent and warrant that this dock receipt does not refer to any flooded, submerged, or otherwise water damaged vehicles or vehicles that could be a potential fire hazard (collectively, "Prohibited Vehicles"), and you agree to indemnify, defend, and hold harmless AES from and against all claims, liabilities, losses, diminution in value, damages, costs, expenses, penalties, fines, deficiencies, and judgments suffered or incurred by AES (including amounts paid in settlement, costs of investigation, and reasonable attorneys' fees and expenses), whenever arising or incurred, whether or not involving a third-party claim, arising out of or relating to any Prohibited Vehicles."

Customer is responsible to verify the accuracy of ALL information listed on each dock receipt prior to the delivery of cargo to the terminal. (i.e. Port of Loading, Foreign Port of Discharge, Consignee and Notify Party). AES reserves the right, in its complete discretion, to deactivate the customer's Business account(s) upon an indication of credit problems including delinquent payments.

## All trucks, trailers and high heavy cargo must be properly cleaned prior to delivery, failure to do so could result in the cargo being rejected for delivery at the port.

#### Truck / Trailer / Bus / High Heavy Dimensions for all below mentioned Shipping Lines

Upon delivery to the port all trucks / trailers / buses and high heavy cargo are measured by a surveyor. If a customer does not agree with these dimensions for our Hyundai Glovis service, a request for a re-measurement is available. For Grimaldi, Nordana, and Mitsui Lines (4-Conti) if a customer does not agree with these dimensions a request for a re-measurement can be completed via an independent surveyor with a shipping line representative present, this service must also be completed at the customer's expense. However, upon the re-measurement if the dimensions come back smaller a credit will be issued; if they come back larger the invoice will increase. Once the cargo is re-measured for a second time these dimensions will be FINAL regardless of the outcome, no further challenges or negotiations will be accepted.

Lastly, to reduce the cost of shipments for trucks, please remove the air dams / wind screens and exhaust pipes if they exceed higher than the actual cab of the truck. Please make sure that all mirrors are pushed inwards once the trucks are delivered inside of the port.

#### **Terms of Cargo Abandonment:**

For all cargo received A.E.S. allows a unit(s) to remain on-site for a maximum of 60 days. To ensure that cargo is received and shipped in a timely manner we have set the below guidelines in place for all cargo received at any U.S. terminal. Please review the below breakdown and guidelines to how any and all storage fees will apply for cargo left at any terminal for an extended period of time before being declared abandoned where A.E.S. will then assume possession of the cargo.

Date Range	Action
Day 1 - Day 30	Customer delivers vehicle to POL without storage charges incurred
Day after vessel	Advisement to customer sent that unit missed the vessel because of 'X' reason (documentation, mechanical, etc.)
	Customer has (minimum) 30 free days to resolve the issue to get vehicle load ready
Day 31 - Day 60	Storage fees are incurred at a cost of \$3.50 per day
Day 40	Reminder sent to customer to resolve issue by specific mm/dd/yyyy or abandonment process will take start
Day 50	2nd Reminder sent to customer to resolve issue by specific mm/dd/yyyy or abandonment process will take start
Day 60	Final reminder sent to customer to resolve issue by specific mm/dd/yyyy or abandonment process will take start
Day 61	If no action taken by customer by day 61 - AES will start the abandonment process
Day 61	If the customer is still interested in taking possession of the vehicle; storage charges will increase to \$10 per day until removed from the port

## HYUNDAI GLOVIS (Ro/Ro)

#### **Telex Release and Manifest Correction:**

In the event that you require a telex release, (release of cargo to consignee at destination without presentation of original bills of lading), and you are in possession of the original bills of lading, they must be returned back to A.E.S. so the TELEX Release can be issued. All Telex releases and manifest corrections will take up to at least 48 hours before completion.

- Telex Release Fee \$25 per Bill of Lading
- Manifest Correction Fee \$50 per Bill of Lading

Regarding a Manifest Correction (change of consignee name, typographically error, etc.) if you are in possession of the original bills of lading, they must be returned back to A.E.S. so the corrector can be issued.

#### Storage Terms:

Storage fees will incur from the date of receipt up until the day the cargo is loaded on board a vessel for export. Also, if your cargo is does not load on its scheduled vessel due to incomplete documentation or mechanical problems experienced during loading the below mentioned storage fees will apply per each respective port:

Galveston – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails New York – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails Boston – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails Baltimore – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails Jacksonville – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails

#### Tow-on Cargo:

• Tow-on units ARE acceptable with Glovis

## HOEGH AUTOLINERS (Ro/Ro)

#### **Telex Release and Manifest Correction:**

In the event that you require a telex release, (release of cargo to consignee at destination without presentation of original bills of lading), and you are in possession of the original bills of lading, they must be returned back to A.E.S. so the TELEX Release can be issued. All Telex releases and manifest corrections will take up to at least 48 hours before completion.

- Telex Release Fee \$25 per Bill of Lading
- Manifest Correction Fee \$50 per Bill of Lading
- Regarding a Manifest Correction (change of consignee name, typographically error, etc.) if you are in possession of the original bills of lading, they must be returned back to A.E.S. so the corrector can be issued.

#### Storage Terms:

Storage fees will incur from the date of receipt up until the day the cargo is loaded on board a vessel for export. Also, if your cargo is does not load on its scheduled vessel due to incomplete documentation or mechanical problems experienced during loading the below mentioned storage fees will apply per each respective port:

Galveston – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails New York – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails Baltimore – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails Jacksonville – 30 free days of storage from date of receipt, \$3.50 each day thereafter until the cargo sails

## <mark>GRIMALDI LINES (Ro/Ro)</mark>

#### **Telex Release and Manifest Correction:**

In the event that you require a telex release, (release of cargo to consignee at destination without presentation of original bills of lading), and you are in possession of the original bills of lading, they must be returned back to A.E.S. so the TELEX Release can be issued.

• Telex Release Fee – \$75 per Bill of Lading

\*\* Exception: Destination Ports of Monrovia, Liberia / Boma, Congo and Freetown, Sierra Leon DO NOT ISSUE TELEX RELEASE \*\*

• Manifest Correction Fee – Case by Case basis

Regarding a Manifest Correction (change of consignee name, typographically error, etc.) if you are in possession of the original bills of lading, they must be returned back to A.E.S. so the corrector can be issued.

#### Prepayment and Storage Terms:

All ACL / Grimaldi bookings require prepayment to be completed in full. If payment is not made four (4) business days prior to the vessel sailing, the cargo will be placed on hold status and any storage fees incurred will be billed directly to the customer. Storage fees will incur from the date of receipt up until the day the cargo is loaded on board a vessel for export. Also, if your cargo is does not load on its scheduled vessel due to incomplete documentation or mechanical problems experienced during loading the below mentioned storage fees will apply per each respective port:

New York – \$5.00 each day from the date of cargo receipt, until the date the cargo sails Baltimore – \$5.00 each day from the date of cargo receipt, until the date the cargo sails Jacksonville – \$5.00 each day from the date of cargo receipt, until the date the cargo sails Savannah – \$5.00 each day from the date of cargo receipt, until the date the cargo sails

### **GRIMALDI LINES (Containers)**

#### **Telex Release and Manifest Correction:**

In the event that you require a telex release, (release of cargo to consignee at destination without presentation of original bills of lading), and you are in possession of the original bills of lading, they must be returned back to A.E.S. so the TELEX Release can be issued.

• Telex Release Fee – \$75 per Bill of Lading

\*\* Exception: Destination Ports of Monrovia, Liberia/Boma, Congo and Freetown, Sierra Leone DO NOT ISSUE TELEX RELEASE \*\*

• Manifest Correction Fee – Case by Case basis

Regarding a Manifest Correction (change of consignee name, typographically error, etc.) if you are in possession of the original bills of lading, they must be returned back to A.E.S. so the corrector can be issued.

#### Prepayment and Storage Terms:

All ACL/Grimaldi Container bookings require prepayment to be completed in full. If payment is not made four (4) business days prior to the vessel sailing, the container will be placed on hold status and any storage fees incurred will be billed directly to the customer. Storage fees will incur from the date the container was returned to the terminal, up until the day the container is loaded on board a vessel for export. Also, if your cargo does not load on its scheduled vessel due to incomplete documentation, customs hold or examination storage fees will apply per each respective port's tariff storage rate.

### MITSUI O.S.K. LINES – 4 CONTI (Ro/Ro)

#### Telex Release and Manifest Correction:

In the event that you require a telex release, (release of cargo to consignee at destination without presentation of original bills of lading) and you are in possession of the original bills of lading, they must be returned back to A.E.S. so the TELEX Release can be issued.

- Telex Release Fee \$25 per Bill of Lading
- Manifest Correction Fee \$50 per Bill of Lading

Regarding a Manifest Correction, (change of consignee name, typographically error, etc.) if you are in possession of the original bills of lading, they must be returned back to A.E.S. so the corrector can be issued.

#### Prepayment and Storage Terms:

All MOL 4-Conti bookings require prepayment to be completed in full. If payment is not made four (4) business days prior to the vessel sailing, the cargo will be placed on hold status and any storage fees incurred will be billed directly to the customer. Storage fees will incur from the date of receipt up until the day the cargo is loaded on board a vessel for export. Also, if your cargo is does not load on its scheduled vessel due to incomplete documentation or mechanical problems experienced during loading the below mentioned storage fees will apply per each respective port:

Baltimore – \$5.00 each day from the date of cargo receipt, until the date the cargo sails Brunswick - \$5.00 each day from the date of cargo receipt, until the date the cargo sails Jacksonville – \$5.00 each day from the date of cargo receipt, until the date the cargo sails Galveston - \$5.00 each day from the date of cargo receipt, until the date the cargo sails