Sea Freight – Terms & Conditions

General Conditions

1. Port taxes and overseas charges will be billed at actual cost.
2. For DDP shipments, all taxes, duties, and levies will be determined according to the customs classification of the goods and the invoice value at destination (including VAT unless otherwise specified).
3. Any certificates and/or import/export licenses required at destination will be charged separately.
4. Container reservation fee: USD 80.00 per container.
5. Customs exam handling fee: USD 140.00 (excluding labor, crane, X-ray, and additional trucking to/from the inspection site).
6. Courier services (FedEx/UPS, etc.) for shipping documents (instead of captain's mail): USD 55.00 per shipment.
7. Force Majeure: The company shall not be liable for any delay or failure in performance resulting from circumstances beyond its reasonable control (e.g., war, strikes, port congestion, natural disasters).
8. Rates are based on port-to-port transportation unless otherwise specified.
9. LCL shipments are calculated at a volume/weight ratio of 1 CBM = 1,000 KGS.
10. Rates apply to standard dry containers (DV) only unless otherwise agreed.
11. Rates exclude any special surcharges or accessorial charges.
12. All rates are subject to change according to carrier tariffs and general rate increases (GRI).
13. This proposal is valid for 30 days from the date of issuance unless otherwise stated.
14. Additional charges for transshipment or repositioning between Ashdod and Haifa ports will apply as per carrier's tariff.
15. With respect to sea freight, If any charges are invoiced in USD and paid in ILS, the USD amount shall be converted into ILS at Bank Hapoalim's Cheque (Sell) exchange rate (or the closest equivalent non-cash commercial sell rate), as published on the date on which the relevant funds are actually received and credited to Orian's bank account, plus a fixed margin of 3% to cover banking costs, exchange commissions, currency hedging, credit exposure, financing, and operational expenses. The resulting rate shall constitute the "Shipping Exchange Rate" (the "Shipping Exchange Rate").All bank charges, commissions, transfer costs, intermediary fees, exchange differences, withholdings, set-offs, or other deductions of any kind shall be borne exclusively by the Customer, and only the net amount actually received by Orian shall be credited. Orian may issue supplemental and/or revised invoices in respect of any exchange rate differences, shortfalls, or charges arising from, relating to, or in connection with late, partial, and/or converted payments, and the Shipping Exchange Rate and any conversion effected pursuant hereto shall be final and conclusive.
16. Cargo insurance is not included.
17. The company acts solely as a forwarding agent, arranging international transportation with sea and/or land carriers. Therefore, the company shall not be held liable for:
    - Routing or transit time changes
    - Delays in arrival or delivery
    - Loss, damage, or shortage of goods occurring during any services that are not directly or actually performed by the Company, or while the goods are outside the Company's possession—including, without limitation, when in the custody of shipping companies, carriers, governmental authorities, or any other third parties, or the after forwarding arrangements Any liability in such circumstances shall be limited in accordance with applicable international conventions and the terms of the bill of lading.
18. Limitation of Liability: The Company shall be liable solely for direct damages resulting from its negligent acts or omissions. For the avoidance of doubt, the Company shall not be liable for any indirect, consequential, or financial damages (including loss of revenue), or for any damage arising from or in connection with any act or omission of the client.
    In any case and under any circumstance, the Company's aggregate liability shall not exceed USD 1,000,000 (one million US dollars).
19. Quotation excludes: port charges, terminal handling charges, VAT, duties, taxes, insurance, customs inspection fees, Standards Institute charges, or any other costs not specifically mentioned.
20. Validity: Rates are based on current market conditions and may change without prior notice due to carrier or regulatory adjustments.

Origin Charges

21. In the USA, an oversize charge of USD 12.50 per foot applies for any cargo exceeding 12 ft in length.
22. Pickup charges calculated at 1 CBM = 300 KGS, unless otherwise specified.
23. Trucking rates include 2 free loading hours at the shipper's site; additional time billed at actual cost.
24. Rates exclude: storage, customs inspection, VAT, taxes, cranes/forklifts, or any other services not specified.

Destination Charges

25. Rates exclude: unloading at consignee's delivery site, import duties, taxes, VAT, storage/demurrage fees, customs physical inspections, US customs bond, MPF fee, import license/permit issuance, and any other unexpected charges not explicitly stated.
26. DAP to the US: Shipper must verify that the consignee/IOR has a customs broker and a valid continuous bond.
27. DDP to the US: Shipper must sign POA to the relevant agent in the USA and ensure a valid continuous bond.
28. Single Bond Entry: For shipments involving FDA, ATF, FCC, or other government agencies, the bond amount will be calculated as invoice value × 3.

Brokerage / Customs Clearance

29. Quotation excludes: cargo terminal charges, Israel Airports Authority (IAA) fees (including authorization charges), port and terminal fees, VAT, taxes, insurance, customs inspection, customs seal fees, Standards Institute charges, importer declaration services, or any other fees not specified.
30. Container closing and seal fees (if required) are not included.
31. To ensure smooth customs clearance and avoid delays, please provide prior to arrival:
    - Power of Attorney (POA)
    - Full company details
32. Insurance: Attach cargo insurance policy copy (including tariff details) for customs purposes.

Domestic Trucking (Israel)

33. Shipments valued above 4,000,000 NIS require additional trucking insurance or a written waiver of liability from the client.
34. Shipments over 4,000,000 NIS must be declared in advance.
35. Rates exclude VAT, cranes, forklifts, special deliveries, and porter services.
36. Rates apply to general cargo only; not valid for Dangerous Goods.
37. Service hours: Sunday–Thursday, 08:00–17:00.
38. Empty containers will be returned to the nearest port free of charge. If an alternative port is designated by the carrier, an additional fee will apply.

39. Waiting time for container X-ray inspection: 550 NIS for the first hour, and 300 NIS for each additional hour or part thereof.
40. Unstuffing (devanning): 2 free hours per container; additional time billed at 300 NIS per hour or part thereof.
41. Diesel prices adjusted periodically according to Israeli Ministry of Energy publications.
42. Trucking rates subject to quarterly adjustments (up to 35%) based on diesel price fluctuations as published by the Israeli Chamber of Commerce.
43. The determining date for calculating MSC ocean freight charges is the applicable PCD (Price Calculation Date), and not the quote date.

All quotations and services provided by Orian are subject to ORIAN's Standard Trading Conditions, available on our website: www.orian.com