

# 1. General introduction applicable to all incoterms

- **A.** The present terms and conditions (hereafter "terms") explain the basis on which Levantina y Asociados de Minerales, S.A. (hereafter LAM) provides transport services included in the sale of materials.
- **B.** International transport by land will be governed, except when a clause in the sales contract indicates the contrary, by the Convention on Contracts on the International Carriage of Goods by Road, signed in Geneva on 19th May 1956 (hereafter "CMR Convention").
- **C.** National transport by land in Spain will be governed, except when a clause in the sales contract indicates the contrary, by Law 15/2009 on the Contract for Transport by Road, as well as other applicable national legislation.
- **D.** Shipments for which transport has been contracted by LAM may be carried out with stops at intermediate points which LAM considers appropriate. LAM may use subcontractors to carry out the transport required.
- **E.** In the case of maritime transport, except for DAP and DDP incoterms, if the buyer abandons the goods at the destination port, using any of the other incotems, and this causes additional costs such as for demurrage and detention due to abandonment of the containers, etc. the buyer will bear these costs unilaterally as well as all those costs which may arise in the management of this claim.
- **F.** In no case can the client or the haulage contractor claim for shared responsibility with LAM for possible additional costs arising after the point at which the incoterms determine that the risk is transferred, except for those which arise from the failure to comply with obligations dictated by the corresponding incoterm.

#### **INCOTERM AGREED: FCA**

# 2.1 Scope of the Service

The FCA Plant or Quarry conditions agreed by LAM and the Client determine that the latter supplies LAM with the name of the haulage contractor, the shipping company, the number of the container or booking and freight forwarder and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract.
- Verification of the quality of the materials to comply with that agreed with the buyer in the sales order.
  - Loading the materials in the designated vehicle.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or other customs requirement, as well as related courier costs.
  - LAM will notify the client or the freight forwarder nominated by the client of the availability



of the goods for loading and will coordinate the time slots for this operation.

- If, having authorised the loading and there then being incident(s) outside LAM's control, such as rain, accidents, etc. which might stop loading, LAM will inform the client or the freight forwarder as soon as possible to minimise possible additional costs. However, in no case, will it bear the costs of such events which are outside its control.
- If the haulage contractor arrives outside the agreed time, LAM does not commit itself to carrying out the loading as it always assigns times free for this, but does not guarantee that there are other different loading times. Any additional costs relating to this event will be borne by the haulage contractor.

Delivery takes place when the goods have been loaded onto the vehicle designated by the buyer. From that moment on the buyer will bear the costs and the responsibility for the goods.

# Obligations of the Client:

- The Client will be responsible for getting the vehicle to the loading point at the time and in the manner stipulated by LAM for loading. In the case of containers, the shipping company will provide the client or his freight forwarder with the number of the container so that it can be picked up. Any additional costs arising for reasons beyond the company's control in relation to this point will be borne by the client or his freight forwarder.
- The Client is obliged to inform LAM of any delay to the scheduled date. If extra costs arise as a result of unwarranted delays and these affect direct costs, LAM will be able to reclaim these costs from the Client.

**FCA Conditions to a Port or an intermediate point designated by the buyer**, agreed by LAM and the Client determine that the latter will provide LAM with the shipping line, the number of the container or booking, shipping line and freight forwarder and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract.
- Verification of the Quality of the materials.
- Loading the materials onto the designated vehicle.
- Transport to the Port or place designated by the buyer in the order.
- Additional costs for loading at an additional loading point.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.

**Delivery** takes place once the vehicle arrives at the terminal and is in position to unload the container / goods. From this moment on, the client, or his freight forwarder, will bear the costs and responsibility for the goods.



### **INCOTERM AGREED: FAS**

# 2.2 Scope of the Service

FAS / Free Alongside Shipping Conditions agreed by LAM and the client determine that the client will supply LAM with the name of the shipping line, the number of the container and booking (reservation number in the ship) freight forwarder and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading and stowing the materials on the designated vehicle.
- Additional loading points or journeys to these points.
- Additional costs due to delays and other circumstances which may arise during loading.
- Transport to the Port.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice, other formalities required for export, or related courier costs.
- THC (Terminal Handling Charge) costs of loading / unloading and handling at the terminal in proportion to that which was paid to import the material. It should be remembered that, in this case, the buyer takes on the part of THC from the side of the ship until the goods have been deposited and stowed/loaded.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods
  - Sealing: If required
  - BL: Bill of Lading
  - Other surcharges linked to FAS when these are set up in this way.

**Delivery** takes place once the goods have reached the side of the ship and the crane or port vehicle can pick them up to load inside the ship. From this moment on, the client will bear the costs and responsibility for the goods.

### **Client Obligations:**

- **1.** The Client is obliged to inform LAM of any delay to the scheduled date.
- 2. The client may make their own choice of the shipping line to use but cannot oblige LAM to use the freight forwarder designated by the client, within what is known as "routing". LAM is free to nominate a freight forwarder of its own choice or to carry out the shipment on its own account without extra costs on the part of the freight forwarder or the shipping line designated by the customer. If this happens LAM will inform the client of this situation and may reclaim the additional costs from the client if this situation cannot be resolved and LAM has to load with the freight forwarder nominated by the client.
- **3.** In case of bulk loading the client must confirm with LAM the date and time at which the sifth stowage (stevedore gang) has been arranged to avoid any delay or lack of coordination which could cause additional costs for any party.
- **4.** If at the time LAM was going to make the delivery at the date and time scheduled and delays or extra costs occur as a consequence of instructions or circumstances due to or attributable to the Client or any other party contracted by the Client (freight forwarders, shippers, etc.) the Client will have to bear the costs and extra costs caused by this event, such as additional transport, etc.



#### **INCOTERM AGREED: FOB**

## 2.3 Scope of the Service

FOB / Free on Board Conditions agreed by LAM and the client determine that the latter provides LAM with the name of the shipping line, the number of the container or booking (booking on the ship) and freight forwarder and LAM will take charge of:

- Packaging in accordance with that defined as standard and defined in the sales contract.
  - Verification of the Quality of the materials.
  - Loading the materials on the designated vehicle.
  - Transport to the Port.
  - Additional loading point.
- Customs formalities, such as customs clearance process, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.
- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods
  - Sealing: if required
  - BL: Issuing the Bill of Loading
  - Other surcharges linked to FOB when this was agreed.

# **Client Obligations**

The Client is obliged to inform LAM of any delay to the scheduled date.

The client may make their own choice of the shipping line to use but cannot oblige LAM to use the freight forwarder designated by the client, within what is known as "routing".

LAM is free to nominate a freight forwarder of its own choice or to carry out the shipment on its own account without additional costs on the part of the freight forwarder or the shipping line designated by the customer.

If this happens, LAM will report this situation to the buyer and may reclaim the extra costs associated with this if the situation cannot be resolved and LAM has to load with the freight forwarder nominated by the client.

Once the Client has authorised LAM to carry out the loading and the goods have been dispatched to the port, if the client or shipping line designated by the client decides to unilaterally



change the ship and this causes additional costs at the port (demurrage, detention, costs for inspection, or being located in a different position away from the originally foreseen location, etc.) the buyer will be responsible for these additional costs.

Given that it is the client who decides on the shipping line from the port in advance, LAM cannot be held responsible for delays or damages caused by this choice.

In the case of bulk loads and containers, delivery will take place once the goods have been loaded and stowed in the ship. From this moment on, the client will bear the costs and responsibility for the goods.

In the case of RO-RO, delivery will take place when the vehicle is parked and secured in the interior of the ship.

### **IINCOTERM AGREED: CPT/CFR**

# 2.4 4 Scope of the Service

CPT/CFR Conditions: Cost Paid To / Cost & Freight agreed by LAM and the client determine that the latter will provide LAM with the authorisation to load and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading the materials on the designated vehicle.
- Transport to the Port / Terminal / Airport / Base.
- Additional loading point.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.

Additionally LAM is responsible for:

# For maritime transport (in addition to what was mentioned in the previous section):

- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods.
  - BL: Issuing the Bill of Lading
  - Other surcharges linked to FAS when these are set up in this way.
- Delivery will take place once the goods are loaded into the ship. From this moment on, the client will bear the costs and responsibility for the goods.
  - Freight and charges up to the destination port.
- LAM will pay for the main transport to the destination port, including Freight, BAF, CAF and other charges related to the freight on the part of the shipping line.



# For Air transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different country.
- Taxes.
- Issuing the Waybill, air consignment note.
- Air freight and charges.
- Other surcharges

### For Rail transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different region.
- Handling and loading at the terminal of origin
- Cost of transport plus surcharges.
- Renting a UTI, if required.
- Issuing the rail consignment note.
- Other additional costs.

#### For Road transport (over and above that mentioned in the initial part of this section):

- Main transport to the point of delivery in a different region / country.
- Renting a UTI, if required.
- Possible intermediate handling and additional related costs, if any.
- Other additional costs.

The **delivery** will take place once the goods have been loaded and stowed in the corresponding means of transport. From this moment on, the client will bear the costs and responsibility for the goods. It must be borne in mind that in the description of the CPT and CFR incoterm the destination point and not that of delivery was referred to as stated at the beginning of this paragraph.

### **Client Obligations:**

- **1.** The Client is obliged to inform LAM of any delay to the scheduled date.
- **2.** Once LAM has been authorised to carry out the loading and this has happened, if the Client decides to change its mind, delaying the shipment and this causes additional costs (demurrage, detention, costs for inspection, or for being away from the originally foreseen location, etc.) the client will be responsible for such costs.
- **3.** The Client will bear the costs of transport from where the shipment arrived at the port / airport/ station destination point / base.
- **4.** If the Client abandons the goods and this causes additional costs such as demurrage and detention due to abandonment of the containers, etc. the Buyer will take on these extra costs unilaterally as well as all those which may be caused by the management of this claim.
- **5.** It must be borne in mind that CFR is an exclusively maritime incoterm and that CPT is valid for any means of transport.



# **INCOTERM AGREED: CIP/CIF**

# 2.5 Scope of the Service

CIP/CIF Conditions: Cost & Insurance Paid To / Cost, insurance & Freight. This means that the client will provide LAM with the authorisation to load and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading the materials on the designated vehicle.
- Transport to the Port / Terminal / Airport / Base.
- Additional loading point.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.

#### And furthermore;

# For maritime transport (over and above what was mentioned in the previous section:

- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods.
  - BL: Bill of Lading.
  - Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.
  - Other surcharges linked to FOB when these are set up in this way.
- Delivery will take place once the goods are loaded into the ship. From this moment on, the client will bear the costs and responsibility for the goods.
  - Freight and charges up to the destination port.
- LAM will pay for the main transport to the destination port, including Freight, BAF, CAF and other charges related to the freight on the part of the shipping line.

# For Air transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different country.
- Taxes.
- Issuing the Waybill, air consignment note.
- Air freight and surcharges.
- Other surcharges
- Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.

### For Rail transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different region.
- Handling and loading at the terminal
- Cost of transport, plus surcharges.
- Renting a UTI, if required.



- Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.
- Issuing the rail consignment note.
- Other additional costs.

### For Road transport (over and above that mentioned in the initial part of this section):

- Main transport to the point of delivery in a different region / country.
- Renting a UTI, if required.
- Possible intermediate handling and related costs, if any.
- Other additional costs.

The delivery will take place once the goods have been loaded and stowed in the means of transport to be used for the main transport. From this point on, the client will bear the costs and responsibility for the goods. It must be borne in mind that in the description of the CPT y CFR incoterm the destination point and not that of delivery was referred to as stated at the beginning of this paragraph.

The Client is obliged to inform LAM of any delay to the scheduled date.

Once LAM has been authorised to carry out the loading and this has happened, if the Client decides to change its mind, delaying the shipment and this causes additional costs (demurrage, detention, costs for inspection, or for being away from the originally foreseen location, etc.) the buyer will be responsible for such costs.

The Client will bear the costs of transport from where the shipment arrived at the port / airport/ station, or destination point / base.

If the Client abandons the goods and this causes additional costs such as for demurrage and detention due to abandonment of the containers, etc. the Buyer will take on these extra costs unilaterally as well as all those which may be caused by the management of this claim.

#### **INCOTERM AGREED: DAT**

#### 2.6 Scope of the Service

**DAT Conditions: Delivered at Terminal.** This means that the client will provide LAM with the authorisation to load and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading the materials on the designated vehicle.
- Transport to the Port / Terminal / Airport / Base.
- Additional loading point.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.



#### And furthermore;

### For maritime transport (in addition to what was mentioned in the previous section):

- Transport to the Port of origin.
- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods.
  - BL: Bill of Lading
- Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.
  - Other surcharges linked to FAS when these are established in such a way.
- Delivery will take place once the goods are loaded into the ship. From this point on the client will be responsible for the goods, even though the selling party is responsible for the cost of the main transport.
  - Freight and charges up to the destination port.
- LAM will pay for the main transport to the destination port, including Freight, BAF, CAF and other charges related to the freight on the part of the shipping line.
- The part of the THC corresponding to unloading up to the stacking of the containers or to the place designated by the terminal in the case of loose containers.

## For Air transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different region / country.
- Taxes
- Issuing the Waybill, air consignment note.
- Air freight to the destination, plus surcharges for air freight.
- Other surcharges
- The part of the handling from unloading to the place of storage at the destination.

### For Rail transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal / point of delivery in a different region / country.
- Handling and loading at the terminal
- Cost of transport to the destination, plus surcharges.
- Renting a UTI, if required.
- Issuing the rail consignment note.
- Other additional costs.
- The part of the handling from unloading to the place of storage at the destination.



### For Road transport (over and above that mentioned in the initial part of this section):

- Main transport to the point of delivery or base in a different region / country.
- Renting a UTI, if required.
- Possible intermediate handling and related additional costs, if any.
- Other additional costs.
- The part of the handling from unloading to the place of storage at the destination.

Insurance of the goods, covering at least the ICC-A clauses, for 110% of the value of the goods will be optional and agreed between the parties within the conditions of the sales order.

Delivery will take place once the goods have been deposited at the corresponding destination terminal. From this point on, the client will bear the costs and responsibility for the goods.

- 1. The Client is obliged to inform LAM of any delay to the scheduled date.
- **2.** Once LAM has been authorised to carry out the loading and this has happened, if the Client decides to change its mind, delaying the shipment and this causes additional costs (demurrage, detention, costs for inspection, or for being away from the originally foreseen location, etc.) the buyer will be responsible for such costs.
- **3.** The Client will bear the costs of transport from when the shipment arrives at the port / airport / destination point / base.
- **4.** If the Client abandons the goods and this causes additional costs such as for demurrage and detention due to abandonment of the containers, etc. the Buyer will take on these extra costs unilaterally as well as all those which may be caused by the management of this claim.

#### **INCOTERM AGREED: DAP**

#### 2.7 Scope of the Service

**DAT Conditions: Delivered at Place:** This means that the client will provide LAM with the authorisation to load and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading the materials on the designated vehicle.
- Transport to the Port / Terminal / Airport / Base.
- Additional loading point.
- Customs formalities, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice or related courier costs.

And furthermore:



### For maritime transport (in addition to what was mentioned in the previous section):

- Transport to the Port of origin.
- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods
  - BL: Bill of Lading.
- Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.
  - Other surcharges linked to FOB when these are set up in this way.
- Main transport to port or destination, (if this has been established before arrival at the port), including BAF, CAF, GRI and other surcharges related to the freight on the part of the shipping line.

#### If the delivery is at the terminal:

• The part of the THC in respect of unloading up to stacking the containers or to the place designated by the terminal in the case of loose containers.

#### If the delivery is at a point beyond the port:

- Complete THC
- Port taxes
- ISPS
- Cleaning the container if the shipment took place in it.
- Other costs and surcharges such as for inspection, demurrage, detention etc. when these happen as a consequence of actions by the shipper.
  - Transport to the designated delivery point.

### For Air transport (over and above that mentioned in the initial part of this section):

- Airport taxes
- Issuing the Waybill, air consignment note.
- Airfreight to the final airport plus surcharges for airfreight.
- Other surcharges and extra costs when they happen as a consequence of actions by the shipper or if they happen randomly (customs checks, etc.)

#### If the delivery is at the terminal:

• The part of the handling corresponding to unloading up to the place of delivery at the destination.

#### If the delivery is at a point beyond the port:

- Handling costs at the terminal.
- Port taxes
- Other surcharges and extra costs when they happen as a consequence of actions by the shipper or if they happen randomly (customs checks, etc.)



# For Rail transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal in a different region / country.
- Unloading and handling at the destination terminal
- Cost of transport to destination, plus surcharges.
- Renting a UTI, if required.
- Issuing the rail consignment note.
- Other additional costs.

### If the delivery is at the terminal:

• The part of the handling corresponding to unloading up to the place of delivery at the destination.

#### If the delivery is at a point beyond the port:

• The part of the handling corresponding to the unloading up to the place of storage at the destination.

# For Road transport (over and above that mentioned in the initial part of this section):

- Main transport up to the delivery point or base defined.
- Renting a UTI, if required.
- Possible intermediate handling and related costs, if any.
- Other additional costs

Insurance of the goods, covering at least the ICC-A clauses by 110% of the value of the goods will be optional and agreed between the parties within the conditions of the sales order.

Delivery takes place once it arrives at the destination point established in the sales contract. From this point on, the client will bear the costs and responsibility for the goods, including unloading.

- **1.** The buyer is obliged to inform LAM of any delay to the scheduled date for the shipment or its reception.
- **2.** Once LAM has been authorised to carry out the loading and this has happened, if the Client decides to change its mind, delaying the shipment and this causes additional costs (demurrage, detention, costs for inspection, or for being away from the originally foreseen location, etc.) the buyer will be responsible for such costs.
  - **3.** The buyer will bear the costs from when the shipment arrives at the point of delivery.
- **4.** If the Client abandons the goods and this causes additional costs such as demurrage and detention due to abandonment of the containers, etc. the buyer will take on these extra costs unilaterally as well as all those which may be caused by the management of this claim.
- **5.** In particular the buyer is obliged to manage and pay those duties which the goods may incur in additional costs. According to the present transport terms and conditions, the buyer bears any extra costs which may be due to delays on this point in particular.



#### **INCOTERM AGREED: DDP**

#### 2.8 Scope of the Service

**DDP Conditions: Delivered Duty Paid.** This means that the client will provide LAM with the authorisation to load and LAM will be responsible for:

- Packaging according to that described as standard and defined in the sales contract
- Verification of the Quality of the materials.
- Loading the materials on the designated vehicle.
- Transport to the Port / Terminal / Airport / Base.
- Additional loading point.
- Customs formalities in the country of origin, such as overseeing clearance, obtaining the certificate of origin, obtaining the legalised invoice, as well as related courier costs.

#### And furthermore;

### For maritime transport (in addition to what was mentioned in the previous section):

- Transport to the Port of origin.
- THC (Terminal Handling Charge) agreed costs of loading / unloading and handling at the terminal.
  - ISPS Additional costs for security in the Port.
  - T3: Port tax on the goods
  - BL: Bill of Lading
- Insurance for the goods covering at least ICC-A clauses, for 110% of the value of the goods.
  - Other surcharges linked to FOB when these are set up in this way.
- Main transport to port or destination, (if this has been established before arrival at the port), including BAF, CAF, GRI and other surcharges related to the freight on the part of the shipping line.

#### If the delivery is at the terminal:

- The part of the THC which corresponds to unloading up to stacking the containers or to the place designated by the terminal in the case of loose containers.
  - Customs Clearance and duties.

### If the delivery is at a point beyond the port:

- Complete THC
- Port taxes
- ISPS
- Customs Clearance and duties
- Cleaning the container if the shipment took place in it.
- Other costs and surcharges such as for inspection, demurrage, detention etc. when these happen as a consequence of actions by the shipper.
  - Transport to the designated delivery point.



# For Air transport (over and above that mentioned in the initial part of this section):

- Airport taxes
- Issuing the Waybill, air consignment note.
- Airfreight to the final airport plus surcharges for airfreight.
- Other surcharges and extra costs when they happen as a consequence of actions by the shipper or if they happen randomly (customs checks, etc.)

### If the delivery is at the terminal:

- The part of the handling corresponding to unloading up to the place of storage at the destination.
  - Customs Clearance and duties

#### If the delivery is at a point beyond the port:

- Handling costs at the terminal.
- Port taxes
- Customs Clearance and duties
- Other surcharges and additional costs when they happen as a consequence of actions by the shipper or if they happen randomly (customs checks, etc.)

### For Rail transport (over and above that mentioned in the initial part of this section):

- Main transport to the terminal in a different region / country.
- Unloading and handling at the destination terminal
- Cost of transport to destination, plus surcharges.
- Renting a UTI, if required.
- Issuing the rail consignment note.
- Other additional costs.

#### If the delivery is at the terminal:

- The part of the handling corresponding to unloading up to the place of delivery at the destination.
  - Shipping/Customs Clearance and duties

### If the delivery is at a point beyond the port:

- The part of the handling corresponding to unloading up to the place of storage at the destination.
  - Shipping/Customs Clearance and duties

#### For road transport (over and above that mentioned in the initial part of this section):

- Main transport to the delivery point or base defined.
- Renting a UTI, if required.



- Possible intermediate handling and related costs, if any.
- Other additional costs.

Insurance of the goods, covering at least the ICC-A clauses for 110% of the value of the goods will be optional, and agreed between the parties within the conditions of the sales order.

Delivery takes place once the goods have been deposited at the destination designated by the client. From this point on, the client will bear the costs and responsibility for the goods.

The Client is obliged to inform LAM of any delay to the scheduled date for the shipment or its reception.

Once LAM has been authorised to carry out the loading and this has happened, if the Client decides to change its mind, delaying the shipment and this causes additional costs (demurrage, detention, costs for inspection, or for being away from the originally foreseen location, etc.) the buyer will be responsible for such costs.

The buyer will bear the costs from when the shipment arrives at the point of delivery. If the Client abandons the goods and this causes additional costs such as demurrage and detention due to abandonment of the containers, etc. the buyer will take on these extra costs unilaterally as well as all those which may be caused by the management of this claim. Unloading costs as well as the resources used for it will be borne by the buyer.