# Focal Standard Trading Terms and Conditions

1. **Definitions**
   1.1 “Focal Shipping Services” refers to Focal Shipping Services LLC, (hereinafter referred to as Focal) including its affiliates and subsidiaries.
   1.2 “Customer” refers to the entity or individual contracting Focal for shipping, logistics and marine services.
   1.3 "Services" refers to the shipping, logistics, marine services and other related services provided by Focal.
   1.4 "Contract" refers to the agreement between Focal and the Customer for the provision of services, including these terms and conditions.

2. **General Terms**
   2.1 These terms and conditions apply to all contracts for services between Focal and the Customer, unless otherwise agreed in writing.
   2.2 Focal may amend or update these terms and conditions from time to time. The updated terms will apply from the date they are published unless otherwise agreed in writing.

3. Responsibilities of Focal
   3.1 Provisions of Services:
   Focal will provide the agreed shipping, logistics and/or marine services with due care, professionalism and in compliance with applicable industry standards and country laws and regulations. Services provided may include, but are not limited to, freight forwarding, customs clearance, warehousing, marine transport and port operations.

   3.2 Timely Delivery:
   Focal will make reasonable efforts to ensure that all shipments are delivered within the agreed-upon timeframes, subject to external factors, including weather, port congestion, customs procedures, or other unforeseen delays. Focal will notify the Customer promptly of any significant delays or issues affecting the scheduled delivery.

3.3 Subcontracting Services:
Focal may subcontract some or all of the services to third-party providers, including carriers, freight forwarders, port operators or marine vessel operators, without prior approval from the Customer. However, Focal will remain responsible for ensuring the quality and delivery of services provided by subcontractors.

3.4 Cargo Handling and Transportation:
Focal will ensure that the goods are handled with due care and transported in accordance with industry standards for the chosen mode(s) of transportation (air, sea, land, or a combination). This includes managing the shipping and logistics operations and coordinating the marine transport of goods when applicable.

3.5 Customs and Regulatory Compliance:
Focal will provide necessary customs clearance services, where agreed, and ensure compliance with relevant customs and import/export regulations for the shipment. Focal is responsible for assisting the Customer with completing required documentation for customs processing, provided the Customer has supplied accurate and complete information in accordance with Section 4.1.

3.6 Documentation and Reporting:
Focal will provide the Customer with all relevant shipping and logistics documentation, including bills of lading, airway bills, customs declarations, and delivery receipts, in a timely manner. These documents will serve as proof of service delivery and be available for the Customer's review and use.

3.7 Insurance Services (Optional):
Focal does not provide cargo insurance. The Customer is responsible for deciding to ensure the adequacy of coverage for their goods.

3.8 Risk Management and Safety:
Focal will manage the transportation of goods in compliance with safety regulations, including marine safety standards where applicable. Focal will take necessary precautions to minimise risks associated with the transport of goods, ensuring that the services provided do not endanger people, property, or the environment.

3.9 Customer Support and Communication:
Focal will provide continuous communication and support to the Customer throughout the shipping, logistics, and/or marine transport process. This includes providing updates on the status of shipments, responding to inquiries, and addressing any operational concerns promptly.

3.10 Liability for Loss, Damage, or Delay:
Focal's liability will be limited as per the provisions outlined in Section 6 of these Terms and Conditions, and it shall not be liable for circumstances beyond its control, including force majeure events.

**4.** Responsibilities of the Customer

4.1 Provision of Information:
The Customer shall provide Focal with accurate, complete, and timely information regarding the goods to be shipped, including details on the nature, weight, volume, classification, and dimensions of the goods. The Customer must also inform Focal of any hazardous or restricted materials in accordance with applicable laws.

4.2 Packaging and Labelling:
The Customer is responsible for ensuring that the goods are properly packaged and labelled in compliance with international shipping and transportation standards, including specific requirements for shipping, logistics, and/or marine transport. Packaging must be suitable for the type of service (air, sea, or land transport) and for handling during transit.

4.3 Compliance with Regulations:
The Customer shall ensure that the goods, cargo, vessels, operations, and all services requested from the Company comply with all applicable local, national and international laws, regulations, conventions, codes and industry standards, including but not limited to customs laws, import and export controls, trade restrictions, economic and trade sanctions, anti-bribery and anti-corruption laws, marine safety requirements, hazardous cargo regulations, environmental protection laws, and any requirements imposed by governmental, port, customs or regulatory authorities.

The Customer further warrants that neither the Customer, the vessel, cargo, beneficial owner, charterer, consignee, shipper, receiver, nor any other party connected with the transaction or services provided by the Company is subject to any sanctions, embargoes, asset-freeze measures, or trade restrictions imposed by the United Nations, United States, United Kingdom, European Union, or any other applicable sanctions authority.

Where the Company provides any vessel, launch, workboat, craft, vehicle, equipment, personnel, or any other asset owned, operated, managed, chartered or controlled by the Company or any of its affiliates in connection with services to the Customer's vessel or business operations, the Customer shall ensure that such use is lawful and compliant with all applicable laws and sanctions regimes.

The Customer shall be solely responsible for obtaining all permits, licences, approvals and authorisations required in connection with the goods, vessels or services and shall provide accurate and complete information and documentation to the Company.

The Customer shall indemnify, defend and hold harmless the Company, its affiliates, directors, officers, employees, agents and subcontractors from and against any losses, liabilities, penalties, fines, claims, damages, costs, expenses, delays, detentions, seizures or other consequences arising out of or relating to any breach of this Clause.

The Company reserves the right, at its sole discretion and without liability, to refuse, suspend or terminate any services where it reasonably believes that the performance of such services may expose the Company, its personnel, assets, vessels, subcontractors, insurers or affiliates to sanctions risk, regulatory breach, or violation of applicable laws.

4.4 Customs and Import Duties:

The Customer is responsible for all customs declarations, import/export duties, taxes, and fees associated with the shipping, logistics, and/or marine services provided. Focal will act on the Customer’s behalf for customs clearance if agreed upon, but the ultimate responsibility lies with the Customer.

4.5 Payment for Services:

The Customer shall pay for all services rendered by Focal in a timely manner as outlined in the agreement. This includes, but is not limited

to, shipping charges, storage fees, logistics services, marine transport costs, and any third-party services required to complete the transportation of goods.

4.6 Access to Goods and Delivery Instructions:
The Customer shall ensure timely access to the goods for pickup and provide any specific delivery instructions for destinations, including special handling or delivery requirements for logistics or marine transport. Any delays or issues arising from the Customer's failure to provide proper access or instructions will be the Customer's responsibility.

4.7 Inspection and Acceptance:
Upon delivery, the Customer is responsible for inspecting the goods immediately for damage or discrepancies.

4.8. Indemnity:
The Customer agrees to indemnify and hold harmless Focal from any claims, liabilities, losses, damages, or costs arising from the Customer's failure to comply with the above responsibilities, including issues with packaging, labelling, and customs compliance, as well as any third-party claims related to the goods being transported.

**5.** Liability and Indemnity

5.1 Focal will not be liable for any loss, damage, or delay of goods, unless caused by its own negligence or breach of contract.

5.2 The Customer shall indemnify and hold harmless Focal against any claims, damages or costs arising from the Customer's breach of these terms, including incorrect information provided about the goods.

**6.** Force Majeure

Focal will not be held liable for any failure or delay in the performance of its obligations due to force majeure events, including but not limited to acts of God, war, terrorism, labor strikes, government regulations, or natural disasters.

**7.** Termination

7.1 Focal terminate the Contract immediately if the Customer is in breach of any of these terms and conditions, or if the Customer fails to make timely payments.

7.2 Upon termination, the Customer remains liable for any outstanding payments due to Focal.

**8.** Dispute Resolution

8.1 Any dispute arising out of or in connection with the Contract shall be resolved through negotiation between the parties.

8.2 If the dispute is not resolved within 30 days, the parties agree to submit the matter to mediation or arbitration in accordance with the rules of the country in which the Focal office operates and the venue will be in the country in which the Focal office operates.

**9.** Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which the contract is signed, which may be the UAE, Singapore, or the USA, depending on the location of the Focal office.

**10.** Miscellaneous

10.1 If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

10.2 These terms and conditions represent the entire agreement between Focal and the Customer, superseding all prior agreements or communications, whether written or oral.