



Terms & Conditions for Orient Cargo Agency – Project Logistics

1. Interpretation:

- a. Orient Project Logistics refers only 'Orient Cargo Agency' and limited freight management, project handling and shall not include its parent company or any other associates, affiliates agents and representatives.
- b. 'Customer': Refers to the party contracting the services of Orient Cargo Agency.
- c. 'Subcontractor': Any third-party service provider employed by Orient Cargo Agency.
- d. 'Goods': Items, cargoes, or products being transported or managed.
- e. 'Services': Any actions, tasks, or duties performed by Orient Cargo Agency as per the contract.

2. Application:

- a. These terms apply to all contracts between ORIENT CARGO AGENCY and the Customer.
- b. They override all prior written or oral agreements.
- c. Orient Cargo Agency's failure to enforce these terms is not a waiver.
- d. These terms remain valid in all geographies and services unless otherwise stated.
- e. Any changes must be mutually agreed upon in writing.

3. Obligations and Warranties of Customer:

- a. Provide accurate details about goods and transport needs.
- b. Cooperate fully with Orient Cargo Agency in all service aspects.
- c. Pay all fees as per agreed schedule.
- d. Handle any duties, taxes, or additional costs outside Orient Cargo Agency's purview.
- e. Notify Orient Cargo Agency of any changes in the nature or specifics of the goods.

4. Rights and Obligations of Orient Cargo Agency:

- a. Perform services with due diligence and professionalism.
- b. Communicate regularly on progress and potential issues.
- c. Store goods safely when necessary.
- d. Reserve the right to employ subcontractors.
- e. Adhere to local laws, customs, and transport regulations.

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5. Special Instructions, Goods, and Services:

- a. Special instructions from the Customer must be in writing.
- b. Orient Cargo Agency will make best efforts to comply but guarantees no strict adherence.
- c. Goods requiring special handling must be declared.
- d. Any services not outlined in the contract may incur additional fees.
- e. The Customer must notify Orient Cargo Agency in advance about hazardous or prohibited items.

6. Expertise:

6.1. Transportation by Road:

- a) Orient Cargo Agency possesses a vast knowledge of road transportation protocols and has significant experience managing logistical challenges related to it.
- b) We ensure compliance with all local and international road transport regulations and laws.
- c) Orient Cargo Agency continuously seeks to optimize and innovate its road transport solutions to ensure timely and safe deliveries.

6.2. Transportation by Rail:

- a) Orient Cargo Agency is proficient in coordinating rail logistics, understanding the intricacies of rail networks, and load limits.
- b) We maintain robust partnerships with major rail operators to ensure smooth transitions and timely deliveries.
- c) All rail transport solutions are crafted to be both economically efficient and environmentally sustainable.

6.3. Transportation by Sea:

- d) Orient Cargo Agency's Sea transport solutions are backed by a deep understanding of sea freight challenges and extensive navigational knowledge.
- e) We adhere to international maritime conventions, ensuring safety and compliance at all times.
- f) Our team continuously monitors sea routes for efficiency, safety, and optimal transit times.

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6.4. Transportation by Air:

- a) Orient Cargo Agency boasts a rich expertise in air transport logistics, ensuring that cargo reaches its destination swiftly and securely.
- b) We are adept at navigating the complexities of international air freight regulations.
- c) Our air transport solutions are tailored to meet the specific requirements of the cargo, ensuring its safety and timely delivery.

6.5. Forwarding:

- a) Orient Cargo Agency's forwarding team possesses comprehensive knowledge of documentation, customs protocols, and shipment coordination.
- b) We are committed to streamlining the forwarding process, ensuring that all regulatory and compliance hurdles are efficiently managed.
- c) Our forwarding solutions prioritize the integrity and timely delivery of your cargo.

6.6. General Cargo:

- a) Orient Cargo Agency is skilled in managing the logistics of general cargo shipments, ensuring that they are handled with care and professionalism.
- b) We utilize advanced tracking systems to monitor cargo movement and ensure transparency.
- c) Each cargo shipment is treated uniquely, ensuring that specific requirements are met to guarantee its safety.

6.7. Bulk and Break-Bulk:

- a) Orient Cargo Agency understands the nuances of transporting bulk and break-bulk items, ensuring that such shipments are managed efficiently.
- b) We deploy specialized equipment and techniques to handle these cargoes, guaranteeing safety and minimizing delays.
- c) Our expertise ensures the seamless handling of bulk shipments, from loading to unloading and everything in between.

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6.8. Project and Heavy Cargo:

- a) Orient Cargo Agency excels in transporting project and heavy cargos, using specialized equipment and a team of experts to ensure smooth logistics.
- b) We undertake thorough planning and route surveys to avoid any potential transportation hitches.
- c) Safety is paramount, and our procedures ensure the structural integrity of heavy cargos throughout their journey.

6.9. General Merchandise:

- a) Orient Cargo Agency's general merchandise logistics solutions are backed by a wealth of experience and a deep understanding of market dynamics.
- b) We offer a range of services, from warehousing to distribution, ensuring that merchandise is handled efficiently.
- c) Continuous monitoring and feedback mechanisms ensure the safety, security, and timeliness of general merchandise shipments.

7. Subcontractors:

- a. Orient Cargo Agency reserves the right to engage subcontractors to fulfill any service obligation.
- b. The engagement of subcontractors will not absolve Orient Cargo Agency of its primary responsibility to the Customer.
- c. Orient Cargo Agency ensures that subcontractors meet standard operational criteria.
- d. Any specific prohibitions regarding subcontractors by the Customer must be communicated in writing.
- e. Orient Cargo Agency is not liable for indirect or consequential damages caused by subcontractors, barring negligence on Orient Cargo Agency's part.

8. Cargo Handling & Safety:

- a. Orient Cargo Agency commits to ensuring proper equipment and procedures are used.
- b. The Customer must declare goods requiring special handling.
- c. Safety protocols will adhere to international standards.
- d. Regular checks and audits will be conducted by Orient Cargo Agency for safety assurance.
- e. Both parties prioritize safety over expedited timelines.

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9. Payment and Payment Terms:

- a. All service fees shall be as agreed upon, payable by the Customer.
- b. Invoices will be provided by Orient Cargo Agency with a breakdown of charges.
- c. Delayed payments may incur additional charges.
- d. All payments are due within 30 days or as agreed from the date of invoice.
- e. The Customer is responsible for any additional expenses like customs duties or taxes.

10. Lien:

- a. Orient Cargo Agency holds a lien on all goods for unpaid charges, expenses, or fees.
- b. If payments are overdue, Orient Cargo Agency can act upon this lien, including selling the goods.
- c. Proceeds from any sale, after expenses, will be credited towards the debt.
- d. The Customer will be notified prior to any such action.

11. Insurance:

- a. Unless agreed otherwise, insurance of goods is the responsibility of the Customer.
- b. Orient Cargo Agency can facilitate insurance procurement upon request.
- c. Charges for insurance facilitated by Orient Cargo Agency are payable by the Customer.
- d. Any claims related to insurance must be communicated promptly.
- e. Orient Cargo Agency is not responsible for inadequacies or exclusions in insurance policies.

12. General Indemnities:

- a. The Customer shall indemnify and hold harmless Orient Cargo Agency against all claims, damages, and expenses arising from the Customer's failure to comply with these terms.
- b. This includes liabilities from undeclared or misdeclared goods.
- c. Indemnification also covers breaches of warranties or misrepresentations.
- d. This does not absolve Orient Cargo Agency of negligence or misconduct.
- e. Any legal fees or court costs arising from Customer's breaches are borne by the Customer.

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13. Liabilities:

- a. Orient Cargo Agency is not liable for indirect or consequential damages.
- b. Orient Cargo Agency's liability, if found, is limited to the value of the service provided or the goods, whichever is lesser.
- c. The Customer must prove Orient Cargo Agency Y's negligence in case of claims.
- d. Any liability caps do not cover intentional misconduct by Orient Cargo Agency.
- e. Liability exceptions include acts of God, war, civil disturbances, or other unforeseen events.

14. Notice of Loss:

- a. Notification of damage or loss shall be made immediately upon sighting damage or within three (3) days excluding public and national holidays as per local law if the damage or loss is not apparent.
- b. Failure to notify within the stipulated period results in a forfeiture of claim rights.
- c. Supporting documents must accompany all claims.
- d. Orient Cargo Agency shall respond to valid claims in a timely manner.
- e. Notice does not automatically imply acceptance of liability.

15. Time Bar:

- a. Any claims against Orient Cargo Agency shall be extinguished unless litigation is initiated within one year of service delivery or the event giving rise to the claim.
- b. This does not impact any shorter time limits imposed by law or contract.
- c. The one-year limitation can be extended upon mutual written agreement.
- d. The start date for the time bar is the service completion date.
- e. Claims are considered time-barred if not acted upon within the stipulated period.

16. General Average:

- a. General Average to be adjusted in accordance with York Antwerp Rules.
- b. Goods remain subject to contribution in General Average, even if delivered.
- c. The Customer provides a General Average security prior to delivery.
- d. Non-contributing cargo may be held as security.
- e. Failure to provide security grants Orient Cargo Agency a lien on goods.

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17. Both to Blame Collision Clause:

- a. Should a vessel come into collision with another ship due to the negligence of the other ship and any act or neglect of Orient Cargo Agency or its agents, the Customer will indemnify Orient Cargo Agency against loss.
- b. This extends to any liability to the other or non-carrying ship, its owners, or any of its cargo or owners.
- c. The Customer waives any claims against Orient Cargo Agency, outside of established negligence by Orient Cargo Agency.
- d. This clause applies regardless of any contractual relations or passing of ownership of the goods.
- e. It is mutually agreed that this clause is fundamental to the contract.

18. ORIENT CARGO AGENCY Acting as Agent:

- a. Orient Cargo Agency reserves the right to act as an agent on behalf of the Customer for certain necessary services, unless expressly denied by the Customer in writing.
- b. Any action taken by Orient Cargo Agency in good faith as an agent is indemnified by the Customer.
- c. Orient Cargo Agency 's commission or profit resulting from agency actions will be disclosed.
- d. In its role as an agent, Orient Cargo Agency will act with the Customer's best interest in mind.
- e. Actions taken in the capacity of an agent do not absolve the Customer of its obligations to third parties.

19. Hindrance:

- a. Orient Cargo Agency is not obliged to execute services if external factors or hindrances pose undue risk or make operations unfeasible.
- b. These factors shall include the following:
 - i. Act of God,
 - ii. War, strikes, lockouts or labour troubles which are outside the reasonable control of the parties provided that the agents inform the principals as soon as they become aware of the likely occurrence of such events, without the expectation of forecasting unpredictable events.
 - iii. Epidemics, diseases, fire, flood,

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- iv. Port closure, congestion, blockade of port or place or interdict or prohibition of or restriction on commerce or trading, provided that the Agents have exercised due diligence to inform the principal on the likely occurrence of such events if these were foreseeable.
- v. Terrorism, piracy, civil commotion, act of public enemies, or restraint of princes, rulers and peoples or any other event whatsoever beyond the control and expectation of the Parties.
- c. Any added costs due to hindrance will be borne by the Customer.
- d. Orient Cargo Agency shall notify the Customer of such hindrances promptly.
- e. If operations are suspended due to hindrance, fees accrued to that point are immediately due.

20. Miscellaneous:

20.1. Headings:

- a. The headings used in this Agreement are solely for the convenience of reference and shall not be a part of the Agreement for any other purpose or be given any substantive effect.
- b. Headings do not signify the importance of one clause over another.
- c. No interpretation or meaning shall be derived solely based on the presence or absence of a heading.

20.2. Amendments:

- a. Any changes to this Agreement must be in writing and signed by authorized representatives of both parties to be valid.
- b. Verbal agreements, promises, or understandings will not serve as amendments to this Agreement.
- c. If an amendment is agreed upon, it will be attached as an addendum to this Agreement and will specify the clause numbers it modifies.

20.3. Assignment:

- a. The Customer cannot transfer or assign their rights, duties, or obligations under this Agreement without the prior written consent of Orient Cargo Agency.
- b. Any unauthorized assignment or transfer will be null and void.
- c. Orient Cargo Agency retains the right to assign or subcontract its obligations, responsibilities, and rights under this Agreement to third parties as it sees fit.

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20.4. Notices:

- a. All notices, requests, and other communications hereunder shall be in writing and shall be delivered by hand, sent by facsimile, email, or mailed by certified or registered mail, postage prepaid, to the addresses agreed upon by the parties.
- b. A notice shall be deemed to have been given when delivered, if hand-delivered; when sent, if by facsimile or email; or five days after being mailed, if mailed.
- c. Either party may change its address for the purpose of this section by giving notice of the change to the other party in accordance with this section.

20.5. Legislations:

- a. This Agreement shall be governed by and construed under the laws of The United Arab Emirates, excluding its conflict of laws principles.
- b. Both parties are responsible for ensuring their respective activities comply with applicable local, state, national, and international laws, regulations, and standards.
- c. In the event of any dispute over the interpretation of these legislations in connection to this Agreement, the English version shall prevail.

21. Dispute Resolution:

- a. Both parties commit to resolving disputes amicably through negotiation.
- b. If unresolved within 60 days, disputes will be referred to mediation.
- c. If mediation fails, disputes will be subject to arbitration under the rules of Emirates Maritime Arbitration Centre (EMAC).
- d. The decision of the arbitrator(s) will be final and binding.
- e. This clause does not prevent parties from seeking urgent injunctive relief.

22. Jurisdiction:

- a. The agreement is governed by the laws of The United Arab Emirates.
- b. Both parties submit to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.
- c. No party will challenge the venue's appropriateness.
- d. This clause stands regardless of the weight or validity of other clauses.
- e. Legal actions initiated in any other venue are invalid.

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23. Severability:

- a. If any term or provision is found unenforceable or illegal, it does not invalidate the entire agreement.
- b. The remaining terms continue in full force and effect.
- c. Both parties will negotiate in good faith to amend invalid provisions while retaining the purpose of the clause.
- d. Any changes or amendments will be in writing.
- e. This clause ensures the longevity and resilience of the contract.

24. Confidentiality:

- a. Both parties commit to maintaining the confidentiality of all shared information.
- b. Disclosure is only permitted to essential personnel or as required by law.
- c. Upon contract termination, all confidential information must be returned or destroyed.
- d. This clause survives the termination or expiration of the agreement.
- e. Breaches of confidentiality are subject to penalties and legal recourse.

25. Clause Paramount:

- a. This agreement is subject to any applicable national law or international convention that cannot be derogated from by private contract.
- b. In case of conflict between the agreement and mandatory law or convention, the latter prevails.
- c. Applicability of specific conventions or laws will be as per the nature of the goods or services.
- d. Both parties recognize and respect the supremacy of overriding laws and conventions.
- e. Any amendments due to this clause will be communicated promptly.

26. Limits of Liability as per Hague Visby Rules:

- a. Orient Cargo Agency's liabilities concerning the loss of or damage to goods will be governed by the Hague Visby Rules.
- b. The Customer acknowledges that the limitation of liability is as stipulated under the said rules.
- c. Any actions against Orient Cargo Agency, concerning carriage, must be taken within the time frame outlined in the Hague Visby Rules.
- d. The Customer agrees not to hold Orient Cargo Agency liable beyond the limits established by these rules.
- e. Should any local law conflict with the Hague Visby Rules, the latter takes precedence, unless the local law imposes a higher degree of liability on Orient Cargo Agency.

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27. Himalaya Clause:

- a. All exemptions, immunities, defenses, limitations, conditions, and rights granted to Orient Cargo Agency shall also apply to and for the benefit of agents, employees, representatives, and all other parties whom Orient Cargo Agency enters a contract with.
- b. In no circumstance shall the aggregate of the amounts to be recovered from Orient Cargo Agency and the aforementioned parties exceed the limits provided for in this contract.
- c. This clause does not limit or reduce liability but seeks to extend the protections of Orient Cargo Agency to the mentioned entities.
- d. The Himalaya Clause is essential to ensure the contractual protection of third parties involved.
- e. Any claim or legal action arising out of the carriage of goods must respect this clause's stipulations.

28. New Jason Clause:

- a. In the event of accident, danger, damage, or disaster, if any, before or after commencement of the voyage resulting from any cause, whether due to negligence or not, the goods, shippers, consignees, or owners of the goods shall contribute with Orient Cargo Agency in General Average to the payment of any amounts due.
- b. The Customer is committed to settling their contribution as determined by an adjuster.
- c. Any refusal to provide contribution allows Orient Cargo Agency to exercise a lien on the goods.
- d. This clause remains effective even if the event causing a General Average arises due to a fault of Orient Cargo Agency.
- e. The determinations of what constitutes a General Average act shall be made in accordance with the York-Antwerp Rules.

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29. Paramount Clause:

- a. Where this agreement is inconsistent with mandatory laws, public codes, or government regulations, such laws, codes, or regulations shall prevail.
- b. If any provisions become non-compliant due to changes in laws or regulations, they shall be severed from this agreement without affecting its entirety.
- c. The parties agree to negotiate in good faith to replace any non-compliant provision with one that reflects the original intent but is legally permissible.
- d. This clause exists to ensure the agreement remains lawful and valid in changing legal landscapes.
- e. The parties acknowledge that the paramount nature of certain laws and conventions cannot be altered by this agreement.

30. Amendments & Waivers:

- a. Any changes or amendments to this agreement require written mutual consent of the parties.
- b. Failure of Orient Cargo Agency to enforce any provision at any time does not constitute a waiver of that provision.
- c. All waivers must be in writing to be effective, and a waiver on one occasion doesn't indicate further waivers.
- d. Oral modifications or promises shall not be valid.
- e. The parties affirm that written documentation remains primary, and any deviations from the written agreement will not be recognized unless formally amended.

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