



## **Terms & Conditions for the reuse of “OOCL” equipment**

### **PREAMBLE**

These general terms and conditions govern the rights and obligations of “Orient Overseas Container Line Ltd., Zweigniederlassung Deutschland”, for any cargo moving to or from Germany, Austria, Czech Republic, Slovak Republic and Hungary ( hereinafter named “OOCL”) and of the party making a request for the reuse of an “OOCL” container ( hereinafter named “ the requesting party”).

### **PURPOSE AND SCOPE**

“OOCL” can grant approval to the requesting party to reuse the import container for an export delivery without previously returning same to an “OOCL” depot for inspection /repair/cleaning. Making an application via this website for the reuse of an empty “OOCL” container is one of the basic requirements for this approval.

“OOCL” can grant or refuse the request for reuse of “OOCL” equipment (with or without explanations). Additionally, OOCL is allowed to impose additional conditions for the reuse or to limit the reuse to a specific type /size of containers.

### **LIABILITIES**

Provided “OOCL” has approved the request for reuse of an “OOCL” container to the requesting party, the latter becomes fully and solely liable for the internal and external condition of the “OOCL” equipment. By reusing the “OOCL” equipment, the requesting party expressly confirms to have inspected the equipment and agrees/accepts this equipment to be in clean , dry , odourless and good condition, i.e. free from any defects/ damage, and does therefore not require any repair, inspection or cleaning. Furthermore, by reusing the “OOCL” equipment, the requesting party expressly acknowledges that the equipment meets with all the requirements for the export shipment of this equipment ( such as- but not limited to- particular type of the container, maximum allowed payload, presence of a valid CSC plate, presence of ACEP label etc.)

By consequence, the requesting party confirms to be solely liable for the condition of the “OOCL” equipment reused for export purposes. The requesting party will fully compensate “OOCL” for all costs and consequences in case that the equipment would be refused at the load premises or in case the cargo would appear to have suffered damage as a result of the condition of the “OOCL” equipment reused for export shipment.

In general, the requesting party agrees to indemnify and protect “OOCL” in respect of any liability, loss, damage or expenses of any nature which “OOCL” may sustain by having approved the reuse of “OOCL” equipment to the requesting party without any previous inspection at an “OOCL” depot.

### **UNAUTHORIZED REUSE**

Reuse of “OOCL” equipment by the requesting party without previous express acceptance by “OOCL” will constitute unlawful and unauthorized reuse. For any such case the requesting party will compensate OOCL with a fixed administrative fee of EUR 200,- ( two hundred) in addition to any other consequential damages out of this unauthorized reuse, such as but not limited to positioning of a replacement unit, re-stuffing, additional container lease hire.

All conditions – applicable in case of an authorized reuse- will of course remain valid and binding the requesting party in case of unauthorized reuse.

### **REUSE FEE IN CASE OF AUTHORIZED REUSE**

The requesting party accepts to pay a fixed reuse fee , agreed between the requesting party and “OOCL” and resulting from the authorization for reuse given by “OOCL”.

### **DETENTION CHARGES**

In case of authorized reuse of “OOCL” equipment it is the responsibility of the requesting party to inform both the inbound and outbound shipment parties about the reuse of the container. By requesting the reuse of an “OOCL” container the requesting party confirms to “OOCL” that both inbound and outbound shipment parties are in agreement with the reuse of this “OOCL” container. All **detention charges incurred will be billed by OOCL only to the account of the inbound shipment party**. The requesting party is fully and solely responsible to handle any disputes on Detention charges with the inbound shipment party directly.

The re-delivery date of the full container to the terminal is the date that ends the inbound shipment and the date that starts the outbound shipment.

### **LAW AND JURISDICTION**

Failing amicable settlement, any disputes regarding the contents and/or interpretation of subject general terms and conditions will be submitted to the jurisdiction of the commercial courts of Bremen, with German law to be applied.

### **DISCLAIMER**

Whilst “OOCL” endeavor to ensure that the information on this website is correct, “OOCL” do not guarantee its completeness or accuracy, nor does “OOCL” commit ensuring that the website remains available or that the material on this website is kept up to date. “OOCL” cannot be held liable for incompleteness and/or incorrectness of the contents of this website and for the information available on this website.

“OOCL” will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions , except for liability which cannot be excluded under applicable law.