

Specific International Commercial Terms (Incoterms®) 2020

1. Definitions

"Incoterms® rules" The Incoterms® rules are the world's essential terms of trade for the sale of goods. Whether you are filing a purchase order, packaging and labelling a shipment for freight transport, or preparing a certificate of origin at a port, the Incoterms® rules are there to guide you. The Incoterms® rules provide specific guidance to individuals participating in the import and export of global trade on a daily basis.

"DAP" (Delivered at Place) means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place.

"DDU" (Delivery Duty Unpaid) The term was removed since Incoterms® 2010 edition.

"DDP" "Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination.

The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

"Customer" means any person for whom the Company agrees to provide or arrange a Service, and includes the sender, shipper, loader, holder, consignee, receiver of the Goods, any person owning or entitled to the possession of the Goods and anyone acting on behalf of or as principals of such Person.

2. General Terms and Conditions

The General Term and Conditions for any correspondence with Jacky Line Group, available at (In Hebrew): www.jkl-online.com/terms

3. Nature of Offer and Validation

This offer will be valid only under the following in this clause:

- 3.1. This offer will be effective and valid starting 10 days. **After our offer date and not valid for cargo shipped already.**
- 3.2. Only for entry sea \ airport stipulated in our quote, otherwise, inadmissible.
- 3.3. The cargo is dry, harmless and commercial cargo only and only if the consignee holds a valid, registered and confirmed VAT number at the Israeli authorities.
- 3.4. The consignee holds all relevant and needed: Licenses, certificates, Standard Institute of Israel (SII) certificates, relevant analysis, any other documentations and/or certificates which the Israeli custom and/or other authority in Israel may require in order to clear goods.
- 3.5. Consignee holds all original import licenses in force as per Israeli rules and regulations at the time of the goods to be released from Israeli custom.
- 3.6. Clearance procedures are subject to the Israeli authorities' laws and decisions at the time of clearance.
- 3.7. Customer obtained all the necessary permissions to transport the goods from all the relevant authorities and entities en route before transiting the goods. Any halt, rejection, return, reroute or confiscation of good are on the sole responsibility of the Customer and they will bear any additional charge and punishment due failure to obtain the relevant permissions.



- 3.8. One (1) HAWB or HBL or shipper invoice or one custom entry or one h.s. code per shipper invoice per custom entry.
- 3.9. Maximum value per AWB or B\L USD 50,000.

4. Inadmissible

This offer shall not be valid in all cases under clause 4, but not limited to:

- 4.1. Type of orders: Diplomatic cargo, governmental, military, United Nation (UN) and any of its affiliated organizations, express delivery.
- 4.2. Type of Cargo: Dangerous cargo, perishables, animals, antiques, personal effects, donations.
- 4.3. Locations: Military addresses, diplomatic residences, government addresses, UN and affiliated addresses, festivals, exhibitions, fairs, concerts.
- 4.4. Any other type of cargo or order which any authority demands special license trucker and or driver or demands any specific security procedure and not valid for ATA carnet cargo.
- 4.5. Cargo which must be under bond.
- 4.6. Any order or cargo against the laws, regulations, acts and orders, by any authority or any entity en route of cargo.
In such case the offer validity will terminate immediately.
Jacky Line Group would not carry any judicial or criminal responsibility to such acts. The wrong doers will carry full responsibility for any of those acts and will compensate Jacky Line Group for any harm, financial loss and any other kind of damage. Such acts will cancel any ongoing and pending deals, offers, services or any kind of connections between the wrong doers and Jacky Line Group.
- 4.7. Combined shipments or combined B\L even from one same shipper and for same one consignee.
- 4.8. Any other type limited by the general terms and conditions.

5. Excluded

This offer does not include the following cases in this clause:

- 5.1. Custom clearance in Israel.
- 5.2. Duties, seaport & airport handling charges, dues & CFS charges, wharfage, taxes, custom government fees, seaport & airport fees, penalties or insurance.
- 5.3. Custom inspection if any.
- 5.4. Storage and demurrage if any. It is loading agent responsibility to send all necessary original documents according to the Israeli custom rules & regulations at the time cargo being shipped – all original documents to be couriered directly to the consignee on the bill of lading, or to our address.

6. Documentation

According to Israeli laws, the following documentations is need when goods are due to enter to Israel:

- 6.1. Original shipper invoice.
- 6.2. Packing list.
- 6.3. Msds (for dangerous cargo only).
- 6.4. House bill of lading.
- 6.5. Master bill of lading.
- 6.6. Cargo originated from the European Community (EC): Original EUR1 certificate for Israel (or proper valid declaration on shipper invoice).
- 6.7. Cargo originated from United States of America (USA): Declaration on shipper invoice.
- 6.8. Cargo originated from Canada: Original Canadian certificate of origin for Israel.



- 6.9. Cargo originated from Southern Common Market (Mercosur): Original Mercosur certificate of origin for Israel.
- 6.10. Israel Standard Institute (SII) certificate and approval if needed.
- 6.11. Any other documentation corresponding to the relevant goods according to the Free Import Order of Israel.
- 6.12. Any other documentation demanded by any authority in Israel.
- 6.13. Documents must be original.
- 6.14. Documents must be filled fully and carry with: (a) Original stamps, (b) Full name of document filler, (c) Full name of authorized person at shipper, (d) Any relevant authority stamps and signatures.
- 6.15. All the relevant and needed documentation, their correctness and accuracy are under Customer responsibility only. The Customer alone is responsible and at risk if failed to provide any of the documents or stand under the relevant requirements as stated in this document or by the authorities.
- 6.16. The Israel Customs Administration receives only original copies, does not receiving copies, and does not negotiating regarding that matter under any circumstances.

7. Packing

Sender is responsible to pack all goods in such manner that:

- 7.1. Packed in: Cartons, ISO pallets or Euro pallets, stackable to maximum height possible.
- 7.2. Prevent any damage.
- 7.3. In accordance with any transportation laws, orders and regulations en route of cargo.
- 7.4. In accordance with any demand of any carrier company handling the package(s).
- 7.5. Match identically to the documentation provided regarding the relevant goods.
- 7.6. Labels, marks, numbered are easy to read and find by the authorities.
- 7.7. LCL only: Package(s) can be double stack or stacked up to max high of truck.
- 7.8. In accordance with any instructions given by Jacky Line, if any.
- 7.9. Any loss, additional charge or punishment due to failure to meet these demands (7.1-7.6) will be solely under sender full responsibly to carry expenses and punishments.

8. Loading and Unloading

- 8.1. Regular box truck only. Not include: (a) Tail lift; (b) Crane; (c) Air cushions; (d) controlled temperature; (e) Any other specialized truck.
- 8.2. **live Unloading of cargo** at client premises on receiver account & risk (consignee must have suitable commercial professional ramp at his Receiving warehouse with suitable access for the truck).(this quote not valid for pick & drop.)
- 8.3. Customer(s) have parking area \ access under \ stick to consignee unloading facility to trailer with 12 meters long (a trailer should maneuver without any problem).
- 8.4. Customer(s) have their own ramp or dock, own workers, own forklift and own equipment for unloading cargo.
Additional workforce (personnel or machinery) does not include in this offer.
Providing workforce to unload the truck(s) will carry additional charge at Customer expenses.
- 8.5. Maximum of 1 hour live free Loading \ unloading at Customer premises' and on their account and risk.

9. DAP & DDP Remarks

- 9.1. These remarks are additionally to Incoterms® rules, in any case of contradiction, this document prevail.
- 9.2. Jacky Line does not grant any rebate, incentive, kick back, refund or any kind of commission.
- 9.3. Offer is based on LCL shipped on Jacky Line direct consol boxes.



Should Customer co-load at choice, Customer responsibility to notify Jacky Line in advance who is the master co-loader at origin so Jacky Line will approve again the offer (this is because different high locals at destination).

9.4. Any additional charges which Jacky Line is quoting in addition are subject to Israeli rules and regulations at the time of clearance at Israeli destinations.

9.5. Offer valid only when final consignee on B\L is direct consignee.

It is not valid for consignee freight forwarder.

In some cases consignee will stipulate to use his own custom broker on consignee's full risks and account, in such cases Jacky Line's DAP\DDP price offer remains unchanged.

10. Pre-Alert

According to Israeli laws, pre alert must be scanned and sent to under specific timelines.

10.1. For ocean freight: 7 (seven) working days before vessel's sailing from departure port.

10.2. For air freight: 2 (two) working days before aircraft's departure from departure location.

10.3. All pre alerts must be sent to the following e-mail addresses:

operationgroup@jackyline.com; airfrtgroup@jackyline.com;
custservgroup@jackyline.com; sales@jackyline.com

11. Working Hours

11.1. Working hours are in accordance with the normal working hours and days in the State of Israel and does not including weekends and holidays by the Jewish calendar.

11.2. Subject to ports authorities' changes.

11.3. Subject to transportation companies changes.

11.4. Jacky Line holds the right to amend from time to time at sole discretion.

12. Insurance

12.1. Is not included in this offer.

12.2. The Company is not liable for any acts, omissions, or decisions of the insurance underwriters of any open or general policy or separate contract of insurance whatsoever, and should the insurance underwriters dispute liability to settle a claim for any reason whatsoever, the Customer shall not have any recourse against the Jacky Line Group.

12.3. To avoid any claims, unpleasantries, disagreements or any of these such, the Customer is demanded to make the necessary arrangements on their side.

12.4. It is crucial to insert this clause in Customer's quote along with all terms and conditions stipulated in this offer.

13. Liberties and Rights

13.1. Jacky Line shall be entitled but under no obligation, to depart from the Customer's instructions in any respect if in the reasonable opinion of the Company there is good reason to do so in the Customer's interest.

13.2. Jacky Line may at any time comply or cooperate with the orders or recommendations given by any authority (including as to the disposition or surrender of any goods and\or provision of any related information). The responsibility of the Jacky Line in respect of the services and/or goods shall cease on the completion of services or delivery or other disposition of the goods in accordance with such orders, recommendations, or cooperation. In any case Jacky Line shall not bear the costs of such operations.

14. Exclusions of Liability

Adding these Conditions, the Jacky Line shall not be liable for any loss or damage whatsoever arising from: (a) the act or omission of the Customer or any person (other than Jacky Line) acting on their behalf; (b) compliance with any instructions given to the Company; (c) insufficiency of the packing or labelling of the goods; (d) handling, loading, stowage or unloading of the goods by the Customer or any person acting on their behalf; (e) inherent vice of the goods; (f) riots, civil commotion, strikes, lockouts, stoppage or restraint of labor from whatsoever cause; (g) act of war; (h) act of terrorism; (i) fire, flood, storm or any natural disaster; (j) the breakdown of, accident to, failure or interruption of or reduction in the machinery and/or vehicle of any subcontractor; (k) bankruptcy of any subcontractor; (l) force majeure or (m) any cause, which the Jacky Line could not avoid, and the consequences whereof it could not prevent by the exercise of reasonable diligence.

15. Jurisdiction

Any dispute which arises in connection with these Terms & Conditions and all non-contractual matters associated with, arising out of or connected with them, will be solved by the District Court of Tel-Aviv, Israel. It is agreed by all parties agree that the Tel-Aviv District Court have exclusive jurisdiction to adjudicate in such cases.

34. General remarks:

- 35. We will not send any alert or reminder for missing original documents and cargo will not be released from Israeli custom and will not be Delivered to cnee regardless the instructions/terms on b/l and or manifest And or origin instructions. Saying so, we repeat: all charges will be billed back to the loading Agent. It is the loading agent sole responsibility to send us email asking for status of cargo. In case of failure of loading agent to do so-to follow status of the cargo – Any charges or any responsibility regarding the cargo will be all solely on Loading agent only.
- 36. It is shipper sole responsibility to check with his consignee/and or with his buyer and or with his receiver all the relevant documents which the shipper should send to his consignee according to the rules and regulations applied in Israel at the time of shipment arrive in Israel including any export all According the rules and regulations applied at the time of shipment arrive Israel.
 It's shipper responsibility to check if his consignee fully registered at all Israeli's Authorities and consignee can import cargo.
 Any failure of shipper to do so any storage and or demurrage and or penalties and or Any other consequences all to be billed back to the shipper at origin.
- 37. Our quote valid for 30 days from this E-mail date.
- 38. For FCL max weight as per carrier / container / road limitation in Israel which ever the lower weight.
- 39. Once our prices quoted per kg then prices for inland / THC / or any other destinations charge to be multiplied by chargeable weight.
- 40. once you book with master loader / CO LOADER make sure we are not billed any kick back/refund/incentive or what ever disbursement by origin otherwise we will bill you back to back any charge which will be invoices by origin.

- 41. *pay attention pay attention pay attention – our offer is lampsum offer.**
-we do not provide any breakdown to our offers
-we do not provide any detailed offers
-we do not provide any back up invoices from any authorities
or from any other suppliers or providers or subcontractors.