

# VEHICLE SHIPPING

## TERMS AND CONDITIONS

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# Terms and Conditions

In these terms and conditions 'CGL' shall mean, CYGL Cyprus Global Logistics Limited, PO BOX 55631, CY3781 Limassol, Cyprus and the 'customer' shall mean any person or body corporate using the CGL service for any of the purposes set out in the below terms and conditions.

### **NOW IT IS AGREED:**

#### **1. Terms and Conditions**

1.1 CGL will provide the CGL shipping service to the customer on the terms and conditions contained within this Agreement.

#### **2. Commitment**

2.1. The customer agrees to use the CGL service for the shipping of vehicles and further agrees that it will do so on the terms and conditions contained herein either through acceptance using registration data, or through provision of information on the internet platform or through email exchange.

2.2 Any booking made using the CGL service shall be an absolute order and the customer is contractually committed to complete the transaction save where the vehicle is proven to

2.2.1. Have a defective title

2.2.2 Have been, or have been treated as, an insurance total loss and such fact was not disclosed to the customer.

2.2.3 Has higher mileage than displayed on the condition report.

2.2.4 Have serious exterior and/or interior condition defects not disclosed on the CGL service reports.

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The vehicles and other items are shipped in the state they are in at the time of receipt. Vehicles, as well as accessories and other items are handled and shipped in the CGL service without mechanical warranty. Malicious non-disclosure of defects are excluded.

The Parties hereby agree that externally visible traces of use are acceptable, e.g. missing or defective wheel caps, minor cracks in windows and lamp glasses, scratches, small abrasions through collision with stones, and dents caused by careless opening of doors. The same applies to small scratches penetrating to the sheet metal. The customer cannot require that CGL undertake the costs for repairing these items of damage. An all-inclusive Marine Insurance can be purchased upon request.

Any claims under the shipping contract can be asserted only against The Payer of Freight, who has contracted CGL for their service. Existing manufacturers' guarantees shall not be affected hereby.

Upon completion of the shipping service, risk for the vehicle shipped, or for any other item(s) shipped shall be transferred to the consignees, who shall be required and entitled to collect the vehicle immediately, subject to CGL's statutory right of retention, and as set out in these Terms & Conditions. The customer will be reminded that he will be in arrears of acceptance if he delays taking the vehicle. A storage fee of EUR50.00+VAT per vehicle per day will be charged to the consignee, if he delays taking the vehicle.

The agreed price stated is inclusive of all costs provided and is strictly net. Cyprus VAT will be calculated on the services offered (where applicable) and charged separately on the invoice. The customer shall pay any transfer costs, unless otherwise agreed.

The item shipped shall remain into retention until all claims due to CGL under the shipping contract have been met. Should the customer be a professional, for whom the contract is part of his business, this proviso of ownership shall also apply to receivables due to CGL from its current business relationship with the customer. Should the customer fall into arrears of payment, CGL may require the shipper to surrender the item shipped.

Should payment be in arrears, EUR50,00+VAT shall be charged for each reminder. Arrears interest shall be applied at 8% over the reference rate of the Cyprus National Bank, unless the law allows higher interest charges.

### **3. Responsibilities of customer**

3.1 The customer must provide CGL with

3.1.1 Its registered company address

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3.1.2 Its VAT registration number

3.1.3 Clear number and Account number

3.1.4 Customers from EC countries outside Cyprus are required accept special supplementary CGL car shipping conditions, designed for secure and proper inter-community transactions and transfer of used vehicles.

3.1.5 Customers from countries outside the European Union are required to accept special supplementary CGL car shipping conditions for shipping.

3.2 The customer must ensure that it has sufficient funds available to complete the payment of a shipping service ordered. Payment will be made by electronic transfer or credit card no later than one day prior to the arrival of the shipment at destination port, without deduction for costs of funds transfer. Payment details will be provided on the invoice.

Other payment methods will only be accepted following particular written agreement and only by way of payment, including all collection and discount fees.

By way of business, CGL will arrange transport of the vehicle to an address indicated by the customer. The customer shall reimburse CGL all costs arising from such transport which are added to the quoted price, such costs to be previously stated.

3.3 The customer hereby agrees that CGL may and will under its reasonable needs ignite, power, drive the vehicle at the depot, the surround area as well as for loading purposes into and out of the shipping containers. The use of headlights, handbrake, ignition switch and all vehicle windows is also agreed to be used by CGL and its staff or contractors so to ensure and facilitate smooth and secure vehicle handling.

3.4 The customer hereby agrees that CGL may and will under its reasonable needs load the vehicle for shipping purposes with one or more windows open.

3.5 The customer hereby agrees that any power failure on the vehicle ignition power or other is accepted and will not be claimed from CGL. Any consequent damages on the vehicle of any form caused by power failure obstacles, like flooding of vehicle interior due to power failure and open windows, will not be claimed from CGL.

3.6 The customer hereby agrees that any actions taken to overcome any problems as here above outlined, like battery replacement will be charged from CGL at cost and as per current 3<sup>rd</sup> party pricelist available upon request.

3.7 The customer hereby agrees that any personal belongings or other type of cargo loaded inside the vehicle remains their own responsibility and any damages and/or loss will not be claimed from CGL. A packing list shall be provided to CGL upon booking and should by no

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means act as a contract of carriage for the mentioned goods in any form. Vehicles received for shipping with undeclared content shall be charged a processing fee of EUR100,00+VAT either effects removed for shipping or not.

3.8 The customer hereby agrees that loading of vehicle into and out of the shipping container at the depots both-ends shall be performed in line with the terms and conditions of the given depots used. At no circumstances any customer is to be permitted to be present or witness the loading or unloading process of their vehicle or other items as this violates the health & safety practices in place.

3.9 The customer hereby agrees that CGL may and will be using visual material including photographs, video and animations for its sales & marketing plans if so deemed necessary. At no circumstances the customer is to claim rights or any financial reward for the use of such material or not permit the use of material in printed, visual or digital form.

### **4. Responsibilities of CGL**

4.1 Once received for shipping, the risk in the vehicle meaning any theft of, or from, the vehicle and/or for any damage to the vehicle, passes to the customer save for damage occurring whilst the vehicle is in the custody and control of CGL, which is proven to be the legal liability of CGL.

4.2 CGL will use its reasonable endeavors to ensure that any vehicle, details of which have been provided will be available to the customer whilst the vehicle is under the CGL shipping service.

### **5. Value Added Tax**

5.1 All services offered by CGL herein are subject to the addition of Value Added Tax (VAT) at the rate prevailing at the time where applicable by the Cyprus laws.

### **6. Currency**

6.1 All prices and charges hereunder are in EUROS and must be paid in EUROS.

### **7. Law**

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7.1 This agreement shall be governed by and construed in accordance with Cyprus Law and the parties hereto agree to submit to the exclusive jurisdiction of the Cypriot Courts.

Agreements and subsequent contractual changes are only binding when they are confirmed in writing

### **8. CGL - Vehicle Description**

The customer accepts that vehicle faults and defects, which has not been displayed in a vehicle damage description report provided by CGL, can only be processed, if the total repair costs of such defects exceed EUR350,00 exclusive VAT. Defects with total repair costs lower than this amount are at the customers own risk.

#### **Viewing Angles**

Body work is viewed from a standard viewing angle, 2 metres at 90 degrees from the vehicle and / or from an angle of 45 degrees each way. Dents or paint work defects deemed unacceptable must be visible from the standard viewing angle. Unacceptable defects visible from this view will be displayed for each single vehicle in CGL in a vehicle damage description report.

Acceptable and normal tear and wear, for instance as described in the sections below, will not be displayed in the vehicle damage description reports in CGL and the customer accept that he cannot claim such defects. The perception of acceptable tear and wear must always be put into context, with the actual mileage of the vehicle.

#### **Paintwork**

- Up to 4 stone chips per panel on forward facing panels are acceptable
- Scuffing or any scratches or where the metal is not exposed and/or rusty and which can be polished out are acceptable.
- Touch in repairs are acceptable provided there is good color match and they are not easily visible from the standard viewing angle.
- Scratches to paintwork less than 25mm in length are acceptable.
- Light scratches and scuffing around door apertures, key holes and fuel filler caps are acceptable.
- Paint repairs are acceptable.

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### Dents

Small dents on lower panels, which can only be seen by a 'body line check' are acceptable  
Minor body dents (supermarket dents) are acceptable, provided that:

- They are less than 25mm in length
- They have not caused paint cracking or flaking
- Previous repair damage should not be noticeable under normal scrutiny

### Bumper Section and Rubber Strips

- Scratches and/or abrasions to painted bumpers and side rubbing strips are acceptable provided they do not penetrate through to the base material and are less than 100mm in length.
- Bumps or dents on bumpers or rubbings strips are acceptable if they are less than 25mm in diameter.
- Paint damages which are normal tear & wear, taking vehicle age and mileage into consideration, are acceptable.
- Discoloring through external impacts e.g. weather condition, grit, is acceptable, unless caused by wrong usage of chemicals or reinforced detergents.

### Window Glass and Lamp Glass

The condition of the glass and lamp glass are assumed the liability of the customer and in no case are accepted even mentioned or marked on the vehicle condition report or not.

- Stone chips or scratches or cracks to windscreen or side glass or rear glass are acceptable.
- Stone chips or scratches or cracks to headlights, fog lights or indicators not breaking the glass and not harming the function are acceptable.

### Mirrors

The condition of the mirrors are assumed the liability of the customer and in no case are accepted even mentioned or marked on the vehicle condition report or not.

- Scuffing or scratches are acceptable.

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### Wheels and Wheel Trims

The condition of the wheels and wheel trims are assumed the liability of the customer and in no case are accepted even mentioned or marked on the vehicle condition report or not.

- Scratches or scuffing to wheel caps are acceptable.
- Rim damage is acceptable.
- A profile of any length on tires is acceptable.

### Interior Trim

The condition of the interior trim is assumed the liability of the customer and in no case are accepted even mentioned or marked on the vehicle condition report or not.

- Seats showing traces of use, tear, threadbare upholstery and typical abrasion on seats are acceptable.
- Upholstery which has given way to weight and resulted in wavy sides of the seat is acceptable.
- Wear, traces of typical abrasion and soiling through normal use or tear is acceptable.
- Floor mats are checked on the conrep to confirm they are present, but these are neither counted nor their condition is verified. Any claims for missing or damaged mats is not acceptable.
- Fittings from additionally built-in accessories left in the vehicle are acceptable.
- Holes from de-installed telephones and hands-free devices are acceptable.
- Floor carpets showing signs of usage, tear, discoloring and scuffing are acceptable.
- Surface scoring and light blemishes on plastic and trim panels in the luggage area, backside tailgate, on doorsteps and lower inner door area, are acceptable.
- Worn out steering wheel, gear lever, handbrake lever etc. with signs of usage or tear are acceptable.

### Under body

The condition of the under body is assumed the liability of the customer and in no case are accepted even mentioned or marked on the vehicle condition report or not.

- The vehicles have not been subject to a under body control.
- Dents, scuffing and scratches to the under body and parts mounted under the body are acceptable.
- Rust on parts mounted under the body are acceptable.

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### **Technical condition**

No test drive or inspection of mechanical components of any form is made to the vehicles.

- The vehicles will be shipped without any check mechanical defects on engine, clutch, transmission, differential, driving shafts and steering gear.
- Defects to other mechanical components, as for instance wheel bearings, are acceptable.

### **Electrical components**

Ignition system, air-condition, cabin heater/ventilator units, power windows, sunroof, side mirror engines, wiper engines, will be not tested for proper function. Defects to these and other electrical components, as for instance lights, are acceptable.

- Engine control lamps, airbag lamps, ABS lamps and generator lamps, will not be checked. Errors on these and other control lamps are acceptable.

### **Vehicle pre-damage**

Repaired pre-damages, repaired accident damages, car bench chassis calibrations, chassis cut through and weld repairs, are acceptable. The customer is under obligation to, on his own behalf, to check the vehicle for eventual pre-damage and CGL has no responsibilities of any kind in this context.