



**General Conditions:**

1. The actual operation and transportation of the shipment shall be deemed as consent of the customer to the quote with all the conditions thereof.
2. This offer does not include handling of DG shipments and/or batteries and/or oversize and/or temp' control shipments either by sea and/or air transport, except if specifically stated in the offer.
3. The content of the quote is subject to the General sale conditions (Incoterms) set forth herein.
4. Unless otherwise specified, the quote shall remain valid for 30 days as of the date of the issue thereof. For maritime transports, the determining debit date is the date of the bill of lading.
5. For prices in Israel, the applicable VAT shall be added.
6. The volume-weight ratio shall be 1:6 (1 m<sup>3</sup> = 167 kg) in air transports, 1:1 (1 m<sup>3</sup> = 1000 kg) in maritime transports, and 1:3 (1 m<sup>3</sup> = 333 kg) in land transports.
7. For partial transports, the price applies to transports up to 2.5 m in length and up to 2 m in height.
8. In air transports, the maximum height is of 160 cm for passenger aircrafts and 300 cm for Cargo aircraft.
9. In air transports, the price applies to KNOWN SHIPPER only.
10. In transports to the USA, the price does not include the BOND FEE in the amount of \$ 8.5 for each \$ 1000, from a minimum price of \$ 95 per transport.
11. The currency rates shall be calculated based on the currency rate practiced by the shipping and/or airline companies, according to case. Payments for shipping in foreign currency will be charged a currency conversion fee at the rate of 0.8% of the amount actually paid.
12. Payment conditions: cash, unless otherwise specified in writing. Arrears in payment beyond agreed upon, will be charged with legal arrears interest.
13. In maritime / air transports, the price is subject to GRI, as published by the shipping lines or airlines companies, with no prior notice.
14. It is the customer's responsibility and duty to insure the shipped goods or any subject of shipping unless it has been agreed in writing that Ruth Cargo will insure the shipment.
15. It is the responsibility of the customer/supplier of the goods to declare on the shipping doc's and to Ruth Cargo about the exact description of the goods and if it is a dg/perishable/liquid/chemical substance, temp control, etc.
16. The customer has the responsibility of returning the containers to the shipping company, and the demurrage and/or storage fee shall be borne solely by the customer, according to the tariff practiced by Ruth Cargo, as follows: for regular containers of type DV, the customer shall enjoy 7 days free of delay, and for special equipment (any other equipment), the customer shall enjoy 3 days free of demurrage. Demurrage fee for each day following the free period shall be as follows: 20DV – the first 5 days: \$ 25, 7 additional days: \$ 35, each additional day: \$ 46. 40DV – the first 5 days: \$ 42, 7 additional days: \$ 60, each additional day: \$ 70. 40HC – the first 5 days: \$ 48, 7 additional days: \$ 80, each additional day: \$ 90. Moreover, for each demurrage container, a \$ 45 processing and follow-up fee shall be charged. For the processing of the demurrage deposit shall be charged a processing fee in accordance with the amount of the deposit.
17. If the packing materials used by the customer are made of wood, the customer has the obligation of enduring the decontamination thereof by an authorized body and submission of a decontamination certificate to Ruth Cargo, the packing materials being marked accordingly.
18. The aforesaid quote (hereinafter: "the Quote") is subject to the dispositions and to the conditions of the air/maritime transport, mentioned on the bill of lading of international shipper and/or of shipping line / airline companies. In case of a customs clearance, clearing customs is subject to the Israeli rules and regulations and ports procedures.
19. The customer is aware that, upon release of the goods from the Israeli customs, the customer shall be transmitted a financial demand representing an estimation of the costs of shipment, taxes, storage fees and/or demurrage fees, and additional expenses. The customer is aware that the final invoice shall be issued in accordance with the final charge and that the sum of the invoice may be different from the sum in the financial demand.
20. Any sum to be paid by the Customer to Ruth Cargo under the present Quote and/or under any law shall not form the object of offset and/or of any other operation carried out by the customer, for any reason whatsoever, in derogation of any law, unless such operation has been agreed in writing between the parties. Ruth Cargo shall be entitled to liens of any kind of shipments and/or assets for securing the payments due to the company, including payments for previous shipments.
21. It is hereby specified that, in any case, Ruth Cargo shall not be responsible for any direct, indirect, circumstantial, or any other damage caused pursuant to an event that is not under its responsibility and/or control and/or that has not been caused on its behalf, including holidays and vacations, wars, strikes in the economy, terror acts, epidemics, earthquakes, and/or any force majeure and as a result of all of this, these and other freight price lists and/or surcharges may be changed whether air freight or sea freight. The party accepting the Quote knows and agrees that Ruth Cargo shall not be in any manner liable for damage, including delivery liability of any kind. The party accepting the Quote declares that it hereby waives any rededication and/or demand and/or claim against Ruth Cargo in said matter. It is hereby specified that the party accepting the Quote is aware that Ruth Cargo shall in no manner be liable for damage caused to the shipment sent in refrigeration conditions. It is also specified that, in case of suspicion of damage/lack, the customer has the obligation to report this to Ruth Cargo, no later than 14 days as of the date of arrival of the goods or as of the date of detection of the damage/lack, whatever date comes first.
22. The limit of professional liability of Ruth Cargo, including for cyber risk insurance, is of US\$ 2,000,000 (except for shipments under refrigeration – see below). Moreover, the customer is responsible for ensuring the existence of a clause regarding the waiver of the right of subrogation towards Ruth Cargo in the cargo insurance policy or to include Ruth Cargo as an additional beneficiary in the cargo insurance policy. Furthermore, Ruth Cargo shall not be liable for the change of any customs item by the customs authorities in Israel and overseas. In case of transports under refrigeration, the professional liability limit of Ruth Cargo is of US\$ 400,000.
23. This present Quote is based on the AS AGENT ONLY conditions, as delegate/agent of a shipping line / airline company, which means that Ruth Cargo's liability is limited to the international conventions (Hague-Visbi Rules regarding Sea freights & Warsaw convention regarding aviation freights) and/or liable acts for the regularization of international deliveries and serves solely as a coordinating body for matters of logistics and maritime/air/land transport, and therefore it is not liable for the change of itinerary of the transport and/or the duration of the transport and/or for delays in the arrival and/or handover of the cargo and/or for any damage/lack incurred while the cargo is not in the effective possession of Ruth Cargo. The schedules, the transport, the dues, and the prices are subject to changes with no prior notice, for which the shipping/air company or the port are responsible and are not applicable to perishable or oversize or temp control or DG. The details of the flight /sailing are estimated only, and in accordance with the data transmitted by the airline and shipping companies and subject to changes made without prior notice by the latter. In any case, the responsibility of Ruth Cargo is limited under international convention (Hague Visby Rules on the seas and Warsaw Rules in the air) and/or by the lading bill, whether issued by Ruth Cargo or not, including for periods of limitation and liability sum.
24. The customer has the obligation to inform Ruth Cargo of any change, of any kind whatsoever, related to the transport of its cargo (including loading and/or containerization and/or transport of the cargo to an agreed destination).
25. The present General Conditions shall remain in effect for all the quotes to be sent to the customer in the future for customs brokerage, insurance, land transport, air/maritime export/import shipments, as well as air/maritime third party (DROP) shipments, exhibition shipments, storage, and packaging, even if they have not been effectively attached.
26. The above General Conditions, attached to the Quote, constitute an integral part thereof. In case of a conflict between the terms of the offer and any of the general conditions - the terms of the offer will prevail.
27. Litigations shall be brought before courts in the jurisdiction area of the Israeli central Region only.

**Head Office:**  
4 Hamelacha St.  
Lod, 7152008  
Israel  
+ 972 8 9182000

**Ben Gurion Air Port:**  
Maman Building  
2nd Floor, Room 1109  
Lod, Israel  
+ 972 3 9721195

**Haifa Port:**  
1 Palmer Gate  
6th Floor, Room 612  
Haifa, Israel  
+ 972 4 8664677

**Ashdod Port:**  
Lucy Borchard Building  
1 Talmor Road, 2nd Floor  
Room 207, Ashdod, Israel  
+ 972 8 8522096