



BMSB Terms and Conditions

Additional BMSB CONDITIONS of Fumico Bio & QPS Services B.V./Fumico Fumigations B.V., hereinafter "Fumico".

With the assignment to Fumico, the client will have the BMSB treatment carried out on the container he has notified under the following conditions:

1. After confirmation by providing a reference number by Fumico to the client, an agreement is concluded between the parties.
2. The client is responsible for the timely delivery of the container to Fumico.
3. The client is obliged to report dangerous goods when issuing an order using an SDS. The content of the client's container is resistant to a heat of 65 °C (open air/space temperature 70 °C) or container is resistant to gassing with sulfuryl fluoride. Fumico is not liable for damage to the cargo (of whatever nature) that may have been caused by the influence of the temperature or by the gas sulfuryl fluoride of the treatment of Fumico.
4. The client is responsible for the correct placement of the goods in its container. In order to facilitate the handling of the container by Fumico, the following requirements must be taken into account:
 - There must be enough space at the bottom (placing goods on pallets), the sides, top and in the middle of the load. The fumigation must have free space to circulate in the container. Fumico must be able to get anywhere in the container to place the necessary sensors, fans and measuring lines in accordance with BMSB requirements.
 - Impermeable wrappings (such as plastic, sealed boxes) must be removed, opened or cut in such a way before the fumigation that the heat comes into contact with and, if necessary, penetrates into the product.
5. If the loading of the container has not been carried out correctly, Fumico will not be able to start the treatment and this will lead to a delay. The costs of this are for the account of the client. Fumico is not liable for this.
6. Fumico is not liable in the event that the container is refused by the local authorities upon arrival in Australia or New Zealand (whether or not after an inspection), except where the refusal of the container is the direct and exclusive consequence of intent or gross negligence of Fumico.
7. For Open Top, Flat rack containers and LCL goods, the 120-hour rule applies for Australia (until further notice) and New Zealand. This means that these containers / goods must be loaded on the ship within 120 hours of handling Fumico. Client is responsible for this, Fumico is solely responsible for handling the container.
8. Fumico is not responsible for costs that may arise by export terminals and/or shipping company and or other kinds of transport related aspects.
9. Transport rates can fluctuate depending on the diesel surcharge.
10. Fumico is not liable for damages and / or costs incurred by the client before / during / after the treatment, except for the case that the damage and / or costs is the direct and exclusive consequence of intent or gross negligence of Fumico in the execution of the contract for handling the container.
11. The general terms and conditions of Fumico apply to the agreement between Fumico and the client in addition to these special BMSB conditions. These general terms and conditions have been provided to the client with an offer and can also be downloaded on our site:

**www.fumico.nl/algemene-voorwaarden
www.fumico.co.uk/terms-and-conditions**

In the event of a conflict between these special BMSB conditions and general terms and conditions of Fumico, these special terms and conditions take precedence over the general terms and conditions.

The general terms and conditions, however, retain their validity.