



Majan Shipping and Transport Company

P.O. Box: 1527, Postal Code – 114, Jibroo,
Sultanate of Oman
Tel: 00969 – 24 593619, Fax: 00968 – 24 502036

Terms & Conditions

1. Currency of the offer: Omani Rials
2. Equipment subject to availability on firm order.
3. Majan Shipping and Transport as transporter will not take responsibility for any cargo (goods) loaded onto our Truck & Trailer other than what is listed in the invoice/delivery note/manifest/packing list. Any consequences arise due to the above including demurrage/penalties will be at customers costs, risk, responsibility and liability.
4. Any cargo moved outside the scope of agreement will be governed by different rate charts as will be agreed by both the parties
5. The client shall precisely inform Majan Shipping and Transport about special handling necessities and mode of transport, number and type of goods, the goods are susceptible to damage.
6. The client shall be responsible for proper packing of their goods wherever needed.
7. All transportation methods are designed keeping in view the requirements of HSE standards rules and regulations, Oman law as well as packing list provided by the client.
8. The company only supplies equipment in accordance with specific order of client or the scope of work. Therefore the company will neither accept any claim nor hold any responsibility for any loss or damage of goods or person while in operation of hired equipment.
9. Penalty/Damages & Demurrages due to delay in delivery performance out of Majan's scope of work shall not be indemnified by Majan Shipping and Transport.
10. Demurrage / Standby Clause – New update - Demurrage / Standby and similar charges, if incurred, will be notified by Majan via email. Approvals / confirmation sent by email (from the client's email ID) will be treated as valid documentation and authorisation and the client is legally bound to honor such approvals / confirmations.
11. Any costs incurred for road improvements, ground preparations or other overhead obstructions carried out by or on behalf of the clients will be on clients account only.
12. Any additional expenses incurred towards Ministries or Police Permissions, Documentation, Surveyors or any certification or any other charges not mentioned in the rate offer above will be charged as actual to the client
13. The Client shall hand over a signed delivery note to the Company or one of its representatives upon delivery of the Goods at their destination.
14. Payment of Demurrages will be client's responsibility. However if requires Majan will pay the demurrages of behalf of the client but the whole amount will have to be reimbursed at actual within 3 working days on receipt of the invoice else an interest rate of 6% will be applicable from the date of payment by Majan.

15. Any change in specifications provided is subject to change in tariff.
16. Insurance:
 - a. Due to the nature of the Goods transported by the Company the Client acknowledges, that the Company does not provide insurance coverage for the value of the Goods.
 - b. The Client therefore shall insure the Goods from the moment they are taken on by the Company until they are discharged at their destination.
 - c. The insurance arranged by the Client shall cover damages of any kind whatsoever done to the Goods during their transport.
 - d. The Client shall provide insurance cover for the total value of the transported Goods. In the insurance policy, the Company shall be named as the insured or co-insured party.
 - e. Furthermore, the Client shall provide for a waiver of subrogation and/ or the naming of the Company as co-insured on the policy of the Owner's insurance, which shall include Third Party Liability, and a copy shall be provided to the Company.
17. Force Majeure: Neither party shall be liable for failure to perform any obligation arising under the Agreement, to the extent that any such failure to perform arises as a direct result of an unforeseen, unavoidable and insurmountable event (Force Majeure) which cannot in the ordinary course of events be remedied by the party involving the existence of such a situation of Force Majeure. Such Party shall promptly advise the other Party of its inability to perform its obligations or any of them under the agreement, and the parties shall thereupon use their best endeavors to overcome the effects of such Force Majeure situation in all good faith.
- 18. Validation of Quotation – 15 days from the date of quotation, thereafter subject to verification of pricing.**
- 19. Payment Terms: 30 days from the date of invoice or as per credit agreement.**
- 20. Credit – Will vary dependant upon Management approval**
21. **Invoices** – Any discrepancies or clarifications relating to invoices must be highlighted in writing within 14 days of the invoice delivery date and must be supported by a Majan Company stamp as proof of delivery. Otherwise the invoices will be deemed as valid and due in full.
22. The quotation is based on today's tariff and rates of exchange, fuel surcharges, final verification of weights and dimensions and standard trading terms and conditions.
23. The information published in this document is proprietary. By accepting this information, you warrant that you will treat it as confidential. You will not disclose it to any persons than those in your organization who are engaged in activities related directly to the project without prior written approval.