

CONTAINER DEPOSIT ENTERPRISE LIMITED (CDF)

TERMS AND CONDITIONS

Version 2.0

Effective Date: 01/01/2019

In consideration of you agreeing to fund the container deposit on our behalf, we agree and undertake:

1. That We, the consignee/appointed clearing agent of the consignee's (principal) for the above consignment shall

return the container(s) associated with this bill of lading within the shortest period possible and within the free

period granted by the shipping line.

2. That we, the consignee/appointed clearing agent of the consignee's (principal) shall utilize the cheque(s) issued

against this application for the purposes of payment of container deposit due on the Bill of lading indicated in

the application. We understand that the use of these cheque(s) for any purpose other than as stipulated above

shall be construed as an act of fraud and shall be criminally prosecuted to the extent the law allows.

3. That we will furnish CDF with the requisite documents necessary for the refund claim to be lodged not more

than 48 hours after container return and issuance of interchange. Such documents will include but are not

limited to original interchange, copy of delivery order, and original receipt for payment of container deposit.

4. THAT should we and/or our principal fail to return the container(s) within the above specified time, we and our

principal shall remain liable to demurrage charges according to the shipping line's tariff.

5. THAT we and our principal shall be fully responsible for the full replacement value of the container(s) in the event

of loss or damage or constructive loss of the container(s) cost of which shall be payable on demand in addition to

all other incidental costs being in force as at the relevant time and expenses and damage which shall also be

payable on demand.

6. THAT we and our principal shall notify your office when the container(s) leave the port or CFS and furnish you

with information on any related relevant event or of its/their whereabouts at any time and every time that you

ask for such information and when they are returned/repositioned back, and furnish you with interchange

reports.

7. THAT we and our principal do hereby indemnify you against any action, costs, charge, expense inclusive of legal

costs and disbursements incurred by you in container deposit recovery or attempting to recover/obtain payment

due hereof and such legal costs shall include every sum which would be allowed to your advocates in a taxation

as between advocate and client to the extent that we and our clients shall afford to you a complete entitlement

and unqualified indemnity in respect thereof.