



KUSGRP Delivery Requirements

1. The supplier shall arrange delivery in the manner as specified in KUSGRP purchase order.
2. "Shipment date" indicated in KUSGRP purchase orders refers to Bill of Lading on board date. "Arrival date" refers to the date that containers reach KUSGRP's designated warehouse. KUSGRP will confirm "Shipment date" with supplier before issuing an official Purchase Order, to ensure that both parties are in agreement of the date. The Supplier shall arrange shipment as per agreed "Shipment date" indicated in KUSGRP purchase order. Late or delayed delivery, without any justifiable reason (e.g., force majeure) is prohibited.
3. Supplier shall pay damages to KUSGRP due to delay of delivering products. It shall be equivalent to one percent (1%) per day of delay, except the delay is due to unavoidable and unforeseen events such as, Acts of God, natural calamities, pandemic, war, terrorism, and delays caused by the fault or negligence of the third parties and not of the Supplier. KUSGRP shall be entitled to deduct the amount from any unpaid invoice. The Supplier shall immediately inform the KUSGRP in writing of any delays in the delivery together with the proof of the cause of delays. If the delay was not caused by those exception as mentioned in the preceding, any contractual penalty imposed by KUSGRP's end user (for orders intended specifically to an end user) to KUSGRP due to or caused by supplier's delay of delivery, Supplier shall bear all the incurred penalty.
4. KUSGRP has the right to request the Supplier to arrange shipment by air or by ship on a separated shipment, or other methods needed to get replacement if Supplier will be delayed in the delivery. Supplier shall be responsible for all the costs resulting to such delay and replacement. In this case, there will not be penalty incurred.
5. KUSGRP's Purchase Order (PO) request full container load. Partial shipment is not allowed unless it is specified in PO or requested by KUSGRP.
6. All shipment to KUSGRP must be in direct transit, unless there is no direct vessel to particular destination port indicated in KUSGRP purchase order. Supplier shall inform and get approval from KUSGRP in advance if they need to arrange transshipment. Without any approval from KUSGRP, Supplier shall bear all costs it may incur if any incident will happen during transshipment without informing KUSGRP.
7. Supplier are allowed to arrange shipment within 7 days earlier than "Shipment date". If shipment will be advanced for more than 7 days from the "Shipment date", the supplier shall ask for written approval from KUSGRP before arranging shipment earlier than "Shipment date" to check whether KUSGRP can accommodate all stocks.
8. The Supplier shall ensure that the export vessel to be booked and booking confirmation shall be sent to KUSGRP. Supplier shall likewise conform with the following terms and conditions. Otherwise, the KUSGRP shall be relieved from any liabilities and obligations in connection thereto.
 - a. The Supplier shall secure a fourteen (14) free day extension on the application of demurrage and detention charges, subject to the laws, rules, and regulations of the applicable port of destination. Demurrage & detention periods shall be clearly stated in the Bill of Lading or a prove of succeed application and shall be sent to KUSGRP.
 - b. The Supplier must immediately seek approval from KUSGRP in writing if they are unable to find shipping line that can provide 14 days free of demurrage and detention. Various shipping line and No. of days of free demurrage and detention shall be provided to KUSGRP together for KUSGRP's decision.
9. The Supplier shall be responsible for the condition of the shipping containers arranged by their local agent and shall inspect the same for suitability for carriage of the goods before loading. The Supplier shall supply validated photographs of the internal and external portion of the shipping containers, including the floorboard, roof, walls, and doors, before and during loading.
10. These photographs will serve as proof when KUSGRP return empty container to authority at destination port. Any costs incurred without KUSGRP's fault, shall be shouldered by the Supplier. Furthermore, any damage that may incur during the course of delivery shall be borne by the Supplier, if the damage was caused by improper packaging or mishandling of containers during the delivery. Any issues with the Shipping line either by their mishandling or delay shall be handled and settled by the Supplier.
11. KUSGRP PO numbers, and other requested information by KUSGRP (such as item description, HS code, information request by destination country Custom, etc.) must be stated on requested shipping documents.
12. Supplier is responsible to make sure all information in shipping documents is accurate for destination Custom and authority's requirements, will not cause any issue during container clearance process. Supplier will bear any extra cost incurred during clearance process due to inaccurate information on shipping documents.



13. The Supplier shall send to KUSGRP softcopy of complete set of shipping documents, such as, but not limited to, Bill of Lading (B/L), Commercial Invoice, Packing List, Certificate of Origin (e.g., Form-E), Phytosanitary Certificate, Insurance Certificate, Fumigation Certificate, and Mill Certificate within three (3) working days after vessel departure.
14. Shipping documents to be sent shall depend on the requirement of KUSGRP, but shall be comprised of:
 - a. **Telex release version** of the B/L together with the complete set of shipping documents such as, but not limited to, Commercial Invoice, Packing List, Certificate of Origin (e.g., Form-E), Phytosanitary Certificate, Insurance Certificate, Fumigation Certificate, and Mill Certificate via email.
 - b. **Original Documents** Complete set of original shipping documents such as, but not limited to, Commercial Invoice, Packing List, Certificate of Origin (e.g., Form-E), Phytosanitary Certificate, Insurance Certificate, Fumigation Certificate, Mill Certificate and Original documents must be sent to KUSGRP via courier whenever ready upon vessel departure but not more than five (5) working days after.
15. Supplier shall immediately inform KUSGRP if there is delay on the submission of shipping documents, any extra charges incurred due to supplier's delay presentation of shipping documents shall be borne by the supplier.
16. For further inquiry, concerns, or clarification, it must be sent to KUSGRP before making the delivery.

Updated: 8/11/2022