

ANNEX D – Routing and Packing

1. Shipping, Import, Export and Customs procedures

The procedure laid down in this document shall apply to all imports, exports and shipping to and from Chile under the Agreement. In this Annex, CAMK PAN is referred to as “the Project” or “the Contractor”.

The Project shall be solely responsible for any consequence resulting from non-compliance with the present procedure.

ESO shall be timely advised of shipments arriving to Chile and may issue special instructions, if necessary.

Dangerous or hazardous shipments must comply with the IATA regulations and is expressly understood that is under the complete responsibility of the Project.

The Project shall be solely responsible for obtaining up to date information concerning the required fumigation for wooden crates, pallets or any other wooden packing material being imported to Chile, to comply with the rules in force at the time of shipment, including the provision of any necessary fumigation certificate.

2. Import and Customs procedures

It shall be the responsibility of the Project to export to Chile the equipment, materials, etc. under DAP Paranal Observatory/Cerro Murphy (incoterms) in accordance with existing laws and regulations.

ESO is exonerated from customs duties in Chile only for materials, equipment and apparatus, etc. Duty free imports can only take place in the name of ESO.

Duty free imports into Chile in the name of ESO shall not be used for any other purpose than for the Project in Chile.

Prior to effecting any shipment the Project shall send to the ESO Logistic department copies of the corresponding invoice(s)/ proforma, packing list(s), Material Data Safety Sheet, Declaration of Dangerous goods (if any) and anticipated shipping details or, alternatively, the shipment plan. All shipping documents must be provided in English.

Three original Bills of Lading of any such overseas shipment, together with invoices and packing lists shall be sent to the ESO Santiago Office (cf. Articles 30 and 5 hereafter). In case of shipment by airfreight, the Contractor shall notify the Logistic Department at ESO Santiago office (cf. Article 5 hereafter) of corresponding flight details.

ESO's Santiago office will prepare the documents for customs clearance under ESO's privileges and exemptions, apply for approval by the appropriate Chilean authorities, and transmit them to the customs agent in Chile designated by ESO.

After customs clearance by ESO's agent in Chile, the original clearance/shipping documents shall be returned to ESO Santiago office.

All costs other than strictly own cost that ESO may sustain in connection with these import operations will be borne by the Project.

It is expressly understood that under no circumstances ESO shall be liable or responsible for any delays, damage, theft and consequential costs resulting from the import operations.

The Project should take notice that goods imported under ESO exemptions cannot be sold to third parties (not being ESO) during the first five years after the import took place without ESO's prior written approval.

3. Export and Customs procedures

After termination of operations, the Project shall export or re-export from Paranal Observatory in Chile at their cost. ESO will be in charge of the export customs clearance documents.

All goods imported under ESO's privileges and exemptions remain in Chile unless export or re-export is authorized in writing by ESO

Prior to effecting any shipment, the Project shall send to the ESO Logistic department copies of the corresponding invoice(s)/proforma, packing list(s), Material Data Safety Sheet, Declaration of Dangerous goods (if any) and anticipated shipping details or, alternatively, the shipment plan. All shipping documents must be provided in English.

Duty free exports from Chile in the name of ESO shall not be used for any other purpose than for USB in Chile. No extra equipment, material, etc. shall be included in the export shipment without authorization of ESO.

This operation will be performed under the instructions and supervision of ESO.

It is expressly understood that under no circumstances ESO shall be liable or responsible for any delays, damage, theft and consequential costs resulting from the export operations.

Any item which the Project would not wish to export or re-export; ESO Santiago office will then take up the matter with the Chilean authorities to clarify procedures, requirements and actions necessary.

4. Shipping instructions for overseas shipments

Final delivery shall be made to the ESO Paranal Observatory/Cerro Murphy in Chile. The address of the ESO office dealing with all transport related matters in Chile is as follows:

European Southern Observatory (ESO)
Alonso de Córdova 3107,
Vitacura
Santiago / CHILE
Telephone: Santiago +56 2 24633160
Telefax: Santiago +56 22 2285132

5. Bills of Lading

Consignee:

ESO - European Southern Observatory
Alonso de Cordova 3107, Vitacura
Santiago
Chile

In case of container shipments: net weight and TARA to be indicated separately on the B/L.

6. Shipping marks

OCA Telescope Project
Contract No.
Box No.:
Net weight:kg
Gross weight:kg

In case of more than one packages these have to be numbered consecutively.

For packages to be handled with cranes, the position of the centre of gravity shall be indicated on all four sides of the package.