TERMS OF USE FOR KOGA SHIPPING

Welcome to King Ocean Gulf Alliance LLC (Koga Shipping). By using our services, you agree to be bound by the following terms and conditions. If you do not agree to these terms, please do not use our services.

Use of Services

Our services are intended for individuals or businesses who require shipping and ocean transportation services. You must be 18 years or older to use our services. You agree to provide accurate and complete information when using our services, and to update your information as needed.
Koga Shipping reserves the right to refuse service to anyone for any reason at any time.

Shipping and Ocean Transportation Services

We provide shipping and ocean transportation for cargoes of various types, sizes and weights. We make every effort to ensure that your cargo is carried and delivered in a timely manner, but we cannot guarantee delivery times. We are not responsible for any loss, damage, or delay, including but not limited to weather, congestion, or carrier delays.

Fees and Payments

Our fees for shipping services are based on size, weight and nature of the cargo and destinations. We may also charge additional fees for port services, customs clearance, insurance, or other. You agree to pay all fees associated with our services.
We accept payment by check, wire, or other approved payment methods. You authorize us to charge your payment method for all fees associated with our services.

Intellectual Property

All content on our website, including text, graphics, logos, images, and software, is the property of Koga Shipping or its content suppliers and is protected by United States and international copyright laws. You may not use, reproduce, modify, or distribute any content from our website without our express written permission.

Disclaimer of Warranties

Koga Shipping makes no representations or warranties of any kind, express or implied, as to the operation of our website or the information, content, materials, or products included on our website. You use our services at your own risk.

Limitation of Liability and Indemnity

You agree that we shall not be liable for any damages suffered as a result of using the Site or the services we provide.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort.

You have sole responsibility for adequate protection in connection with your usage of the Site and Services and will not make a claim for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Site.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

As a condition of your access to and use of the Site, you agree to indemnify Koga Shipping and its successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to:

(a) your access to and use of the Site; or

(b) your breach of these Terms and any applicable law or the rights of another person or party.

Termination

You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate your access to the Site.
We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith.
If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records.

Force Majeure

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

Acts of God;
Natural disasters;
Sabotage;
Accident;
Riot;
Shortage of supplies, equipment, and materials;
Strikes and lockouts;
Civil unrest;
Computer hacking; or
Malicious damage.

Governing Law

These Terms of Use are governed by and construed in accordance with the Law and Jurisdiction Clause of our Bill of Lading, which is available on this Site.

Changes to Terms of Use

Koga Shipping reserves the right to modify these Terms of Use at any time. Any changes will be posted on this page, and the date at the top of this page will be updated accordingly. Your continued use of our services after any changes to these terms indicates your acceptance of those changes.

Contact Us
If you have any questions about these Terms of Use, please contact us at info@kogaship.com