COMPLAINTS NEWSLETTER

NIGERIAN SHIPPERS' COUNCIL

APRIL - JUNE 2026 VOL: 17; NO 1

IN-HOUSE PUBLICATION OF COMPLAINTS UNIT, NIGERIAN SHIPPERS' COUNCIL, SINCE 2016

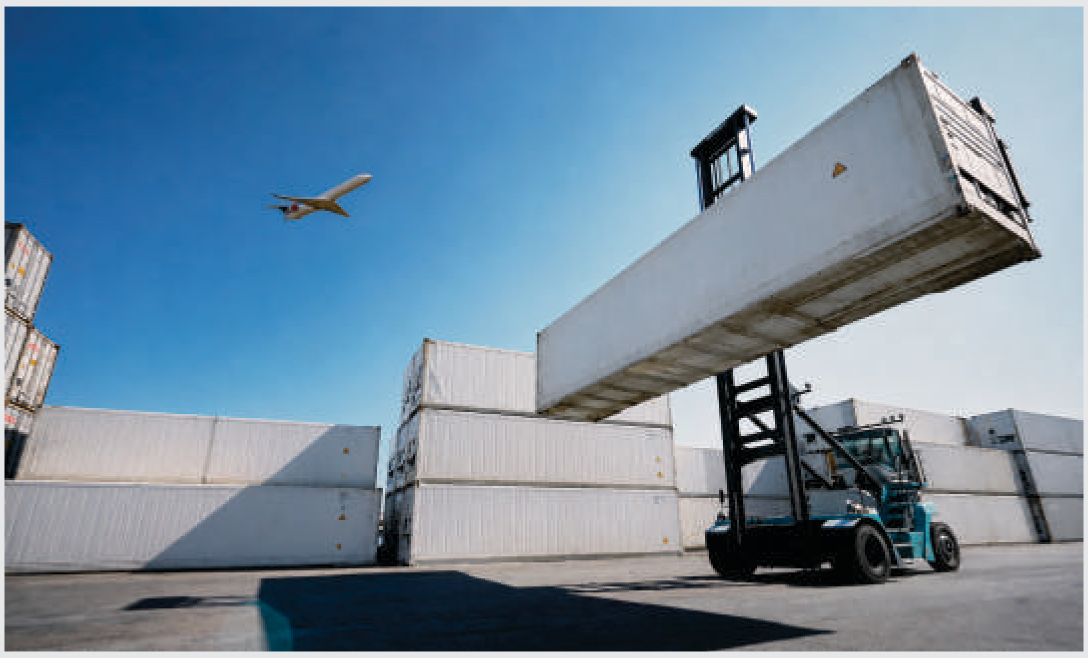
CHINESE FIRM HAILS FAIR INTERVENTION AS NSC RESOLVES USD 151,800 CARGO ACCOUNT LIEN

...Carrier to Bear Long-Standing Demurrage; Complainant Liable for One Month

...Saves Consignee Over 200 Million in Demurrage

..."Very Fair Intervention; Our Profound Appreciation" – Chuangxin

DR. AKUTAH PIUS UKEYIMA, Esq, MON, FCILT,
Executive Secretary/CEO - NSC



An unfair demurrage assessment and administrative account lien arising from cargo abandonment at destination between Chuangxin International Logistics Ltd, Booking Party, and Maersk Line Nigeria, was mediated and resolved by the Nigerian Shippers' Council (NSC). The dispute centered on Chuangxin's operational account over accrued destination demurrage amounting to USD 151,800.

The mediation was held at the General Services Department Meeting Room, 3rd Floor, NSC Headquarters and chaired by Dr. Bashir Ambi Mohammed, Head, Complaints Unit, on behalf of the Executive Secretary/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT.

Mrs. Oluwatoyin Ojo, the case handler, informed the meeting that the Council had received a formal complaint from Chuangxin International Logistics Ltd against Maersk Line Nigeria concerning an administrative freeze placed on the

continued on page 3

BOOSTING NATIONAL POWER: NSC STRIVES FOR STABLE ELECTRICITY BY FACILITATING THE RELEASE OF 22 TCN PROJECT CARGO UNITS

.... Recovers ₦160 Million for Global Carrier

.... Saves Over ₦323 Million in Demurrage for National Power Firm

.... "The Council is not only helping but sustaining us in business." — MD, CMA CGM Nigeria Shipping Ltd.

In a landmark intervention, the Council successfully facilitated the resolution of a long-standing dispute between the Transmission Company of Nigeria (TCN) and CMA CGM Nigeria Shipping Ltd (CMA CGM), leading to the release and clearance of 22 containers of National Project Cargo and the waiver of ₦323.88 million in accrued demurrage and related charges. Following introductions by the attendees, Dr. Bashir Ambi Mohammed, Head, Complaints Unit, speaking on behalf of the Executive Secretary/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, welcomed stakeholders to the meeting.

Dr. Ambi noted that the matter was an ongoing dispute and recalled that the Council had held its first meeting on August 10, 2025. Following that meeting, the resolutions reached were communicated to five shipping lines. He explained that the present meeting had been rescheduled at the request of the MD, CMA CGM. Subsequently, the Council deemed it necessary to reconvene TCN and the affected carrier to clarify the matter and eliminate any ambiguity, particularly as Resolution No. 10 of the previous meeting had been misinterpreted. He then asked the TCN representatives whether they had proactively engaged CMA CGM following the earlier meeting.

Engr. Joshua, representing TCN responded to Dr. Ambi, stating that following the previous meeting, correspondences were sent out and internal meetings were held with TCN Management. All relevant documentation, including timelines showing that the Customs clearance process was initiated in June 2025, were attached. He added that Nigeria Customs Service (NCS) had written to TCN in June 2025 requesting specific details regarding the consignments, to which TCN replied on June 9, 2025. These details were subsequently shared with CMA CGM during a management meeting. Despite this, the carrier insisted that demurrage and detention fees must be paid, even on the containers that had been auctioned prior to the August 2025 meeting. The meeting was also attended by Engr. Dare Adekunle, with Mr. Ochije O. Chuks, TCN Executive Director of Finance, joining virtually.

Representing CMA CGM Nigeria were Mr. Uche Amogu, Credit Control Unit, and Fatima Chigbu, Chief Financial Officer. Mrs. Chigbu informed the meeting that the TCN team visited their office on August 30, 2025, regarding Resolution No. 10. She noted: "We informed them that we were still consulting with executive management, as we do not hold final approval authority. We subsequently met with our Managing Director and presented all reviewed documents. However, he directed that invoices must be raised because CMA CGM requires full collection of the accrued demurrage on those specific invoices."

Dr. Ambi intervened, guiding the CMA CGM representatives by noting that a communication gap clearly existed, given that prior discussions had already taken place and definitive decisions had been reached.

The CMA CGM team responded that during the August 14, 2025 meeting, 14 containers plus one (14 + 1) were not included in the initial deliberations but were introduced after payment was made. They explained that once

continued on page 2

Editorial MESSAGE

Dr. Bashir Ambi

DECARBONISING OCEAN LANES AND ENHANCING CARGO SAFETY STANDARDS:
... The IMO Net-Zero Framework and IMDG Charcoal Classification in Global Trade

The global maritime industry is entering a decisive era as the International Maritime Organization (IMO) advances far-reaching regulatory reforms: its proposed Net-Zero Framework and the mandatory reclassification of charcoal under the International Maritime Dangerous Goods (IMDG) Code. Both developments arrive as shipping lines, Exporters, and Customs authorities contend with geopolitical disruptions and rising logistics costs. Their combined impact is reshaping freight contracts, vessel operations, and market access for developing nations.

The IMO Net-Zero Framework aims to establish binding greenhouse gas (GHG) reduction standards across international shipping, a first for any transport sector. In parallel, amendments to the IMDG Code formally classify charcoal cargo as dangerous goods under UN 1361 (Class 4.2), effective January 1, 2026. Together, these reforms carry sweeping implications for compliance, operating costs, global trade flows, and Customs administration.

In April 2025, the IMO's Marine Environment Protection Committee (MEPC) endorsed a comprehensive Net-Zero Framework. It combines two core components: Global Fuel Standard (GFS): Requires ships to progressively reduce the greenhouse gas fuel intensity (GFI) of their energy use and GHG Pricing Mechanism: A market-based instrument that levies charges on emissions exceeding defined thresholds.

Vessels exceeding annual GFI limits must purchase remedial units, while those operating below threshold limits generate surplus units to bank or trade. Collected revenues feed into an IMO Net-Zero Fund designed to incentivize low- and zero-emission fuels, facilitate technology transfers, and support capacity building.

Anchored within MARPOL Annex VI, the framework applies to ocean-going ships above 5,000 gross tonnage, a segment responsible for roughly 85% of global shipping's CO_2 emissions. Following extensive member-state deliberations throughout early 2026, the draft text stands as the most advanced regulatory blueprint to date for operationalizing net-zero ambitions in maritime transport.

For shippers and carriers operating under charter parties, bills of lading, and General Average frameworks, the financial impact is immediate: Carbon levies will become standard operational expense line items. Demurrage and detention fee structures will require renegotiation. Emissions-linked surcharges within freight rate structures will proliferate rapidly.

In response to severe container fires caused by misdeclared or improperly packaged charcoal, maritime safety regulators have significantly tightened the IMDG Code. Under Amendment 42-24, charcoal shipped in containers, whether as lumps, briquettes, or pellets, is no longer exempt from dangerous goods regulations. It must now be declared as UN 1361 CARBON, animal or vegetable origin (Class 4.2: substances liable to spontaneous combustion).

This reclassification mandates: Mandatory dangerous goods declarations on all shipping documentation. Strict pre-shipment temperature monitoring and proper weathering treatments. Adherence to specific container stowage and segregation criteria.

Following a voluntary adoption period initiated on January 1, 2025, full compliance becomes mandatory on January 1, 2026. Ocean carriers have signaled that any container lacking proper dangerous goods documentation after this date will be refused for loading. Exporters, particularly across charcoal-producing regions in Africa, Asia, and Latin America, face higher costs for packaging, laboratory testing, documentation, and aligning inland logistics with dangerous goods protocols.

While the IMDG Code governs operational maritime safety, customs authorities administer tariff classifications under the World Customs Organization's Harmonized System. Charcoal typically falls under Harmonized System (HS) Heading 4402 (Wood charcoal, including briquettes). Aligning HS tariff data with IMDG dangerous goods status is critical to preventing misclassification, port discharge delays, and inadvertent regulatory breaches.

Customs administrations should leverage World Customs Organization's (WCO) tools, such as the Harmonized System Explanatory Notes and the SAFE Framework of Standards, to recalibrate risk management profiles. Automated validation checks should ensure that dangerous goods declarations trigger targeted safety inspections without unnecessarily rerouting compliant trade.

The World Trade Organization (WTO) continues to monitor the policy impacts of shipping decarbonization. While higher freight costs do not inherently violate WTO rules, discriminatory implementation could spark trade disputes or demands for technical assistance. The WTO Secretariat emphasizes that predictable, transparent, and non-discriminatory regulations are vital to maintaining global trade flows and avoiding wider development gaps.

By pursuing a uniform global regime under the tacit acceptance procedure of MARPOL, the IMO aims to prevent a fragmented patchwork of regional shipping carbon taxes. Clear timelines, transparent price corridors, and published compliance guidelines will help ensure national implementations do not become de facto trade barriers.

Cargo owners are actively managing these shifts. Industry groups like the Global Shippers' Forum (GSF) are advocating for regulatory coherence to eliminate administrative friction and avoid duplicate carbon charges across freight procurement, charter party clauses, and ESG reporting frameworks. Harmonized emission reduction plans and standardized fuel accounting methods will be critical to preserving supply chain efficiency as environmental obligations tighten.

The convergence of the IMO Net-Zero Framework and updated IMDG charcoal requirements illustrates a clear reality: regulators are determined to balance environmental sustainability with operational safety. Once fully implemented, the Net-Zero Framework will reshape freight cost models, alter vessel deployment strategies, and accelerate demand for alternative fuels. Concurrently, the IMDG updates reinforce that safety remains paramount, even when it introduces immediate compliance costs.

Navigating this transition requires pairing regulatory certainty with operational clarity. Harmonized customs procedures via WCO tools, transparent trade impact assessments guided by WTO research, and proactive engagement from shippers will be essential to keeping global ocean trade safe, efficient, and sustainable.

Source Context: IMO Net-Zero Framework documents, IMDG Code Amendment 42-24, World Shipping Council guidance, and WTO trade and shipping policy analyses.

continued from page 1

the Credit Control Manager generates an invoice, it is booked as accounts receivable, which the Unit is mandated to collect.

However, the Line's Idle Cargo Department later reported that those 14 containers had not been released at all. They added that while these boxes were classified as "Auctioned" in Customs records, they were captured as "Long-Standing/Idle Full" at the port terminal within the Shipping Line's system, thereby continuously accruing demurrage and detention charges.

Dr. Ambi clarified that CMA CGM was not initially listed to participate in the first meeting. However, the Council extended an invitation to the carrier out of professional courtesy and as a matter of trade facilitation, since MSC and PIL were the only lines that had initially raised the alarm.

Executive Session at CMA CGM Lagos Office

To expedite the resolution process, the meeting reconvened at the Leventis Building, the Office of CMA CGM.

Dr. Ambi, in his brief opening remarks, informed the MD that the session had been relocated to his office to ensure his direct participation and accelerate a final settlement.

The MD, CMA CGM expressed appreciation for the strong institutional relationship between the entities. Noting that this was his first time sitting directly at the negotiating table with TCN on this specific matter, he expressed disappointment over how the issue had been handled in previous years.

He stated: "We have turned a new leaf and hope history will not repeat itself. We are currently reviewing 14 boxes that have accrued ₦223 million in demurrage on auctioned units. Out of respect for our relationship with the Council, we have reduced this amount by 50%. We highly appreciate the Council's long-standing intervention; the Council is not only helping us but sustaining our business operations."

continued on page 3

Continues from page 1

company's operational account.

She said that the dispute arose from an export consignment loaded on board the vessel Maersk Antwerp (Vessel/Voyage: 232S), which arrived at the Port of Mersin, Turkey, on September 29, 2022. She added that Chuangxin sent abandonment notices to Maersk Line for Container Nos. MSKU8717924 and MRKU2068997 on November 30, 2022. Furthermore, on December 1, 2022, Maersk acknowledged the request by email, confirming that its destination desk had been instructed to execute the cargo abandonment process. Maersk also explicitly committed to keeping the Complainant informed of any developments or regulatory requirements.

Meanwhile, the Complainant received no further correspondence or status updates from Maersk until May 2026. Without prior notice, Maersk issued Demurrage Invoice No. 7682896992, totaling USD 151,800, and placed an administrative lien on Chuangxin's booking account, thereby freezing its daily operations.

Dr. Ambi asked the Complainant's representative to confirm whether the briefing accurately captured its grievances, to which the representative responded in the affirmative.

At the mediation, Maersk Line was represented by Jonathan Igbinogun, Customer Experience Consultant, and David Wey, Finance Manager.

Responding, Mr. Igbinogun informed that the shipment manifest and documentation indicated that an Original Bill of Lading (OBL) was never requested or issued to the Consignee. Likewise, under standard global maritime terms and Maersk's standard Contract of Carriage, full proprietary responsibility and financial liability for the cargo remain with the Shipper or "Booking Party", Chuangxin; until an OBL is issued and title is legally transferred to a Consignee. In this case, no OBL was issued, therefore, Complainant retained ultimate title and liability.

He confirmed that Maersk forwarded the abandonment notices to its Turkish destination team to liaise with the local authorities, emphasizing that an Ocean Carrier does not possess sovereign authority over foreign Customs administrations. The timeline for administrative cargo disposal, whether by auction or destruction, falls strictly under the jurisdiction of the Turkish Customs Authorities.

Igbinogun inferred that Maersk's destination team followed up on the cargo status until late 2024; final destination demurrage could not be computed or invoiced until the Turkish Customs authorities formally finalized the disposal of the cargo in early 2026.

Once the Terminal Disposal Certificate was issued, the total accrued demurrage was posted to the Booking Party's account, prompting the commercial lien in May 2026.

Oghenero Ukpe, Esq., of Dynamics Solicitors, Legal Counsel for Chuangxin, countered Maersk's position, arguing that: "While maritime practice dictates that liability remains with the Shipper if title is not transferred, the Carrier owes a fiduciary duty of disclosure and mitigation to its commercial partners. Maersk explicitly promised in writing on December 1, 2022, to keep Chuangxin informed. To stay silent throughout 2023-2025, and suddenly slam a client with a USD 151,800 invoice in 2026 is commercially inequitable and breaches the principle of mutual mitigation of losses."

Mr. Hassan Aminu, Assistant Chief Operations Officer, NSC, inquired whether the OBL was generated and withheld by the Shipper or was never printed. Maersk clarified that the Complainant never applied for its issuance.

Mrs. Obiageli Juliana Saka, Head, Complaints Unit - Designate, questioned Maersk's risk-management approach. She noted that Chuangxin had been actively booking other shipments with Maersk between 2022 and 2026, giving the Carrier ample opportunity to provide updates on the accumulating, long-standing container liability rather than allowing it to escalate for nearly four years.

Ms. Jessica Dan, Operations Officer, NSC, emphasized that cargo abandonment and destruction processes attract substantial municipal costs and port storage fees. She suggested that, while the Shipper bears the initial liability, the NSC's intervention should also consider the equity of the Carrier's lack of communication and seek a substantial waiver of the long-standing demurrage on compassionate and regulatory grounds.

Following a thorough review of the electronic correspondence, contract terms and applicable statutory maritime regulations, the meeting reached the following resolutions:

1. The NSC affirmed the export of Container Nos. MSKU8717924 and MRKU2068997 to Turkey via Maersk Line, identifying Chuangxin International Logistics Ltd as the legitimate Booking Party, subject to the applicable terms of carriage.
2. The NSC noted that the cargo arrived at the destination on September 29, 2022, and that the formal Cargo Abandonment Notice was served by the Complainant on November 30, 2022.
3. The NSC affirmed that Maersk Nigeria formally notified the Complainant that it had informed the destination Port desk to abandon the cargo and explicitly promised to keep Chuangxin abreast of any updates.
4. The NSC noted that Maersk issued a USD 151,800 demurrage invoice in May 2026 and summarily enforced an administrative lien by blocking the Complainant's account, No. NG00813619, without prior formal notice.
5. Having evaluated the economic impact of the administrative freeze, the Council directed Maersk Line Nigeria to permanently and unconditionally unblock Chuangxin's operational account with immediate effect.
6. The Council directed that Chuangxin International Logistics Ltd. shall pay only the demurrage accrued between October 6, 2022, being the expiration of the standard container free days, and November 30, 2022, being the date the formal email abandonment notice was transmitted to Maersk.
7. Maersk Line Nigeria shall bear all remaining long-standing demurrage liabilities accrued up to the 2026 final disposal date, owing to its failure to update the client and mitigate commercial losses.
8. The Complainant, Chuangxin, shall remain responsible for covering standard demurrage incurred on any new and unrelated shipments that accumulated charges during the two-week period in which its operational booking account was blocked.
9. The NSC strongly advised Maersk Line to review its operational communication systems and ensure that clients are proactively updated regarding long-standing cargo liabilities at foreign destinations in order to prevent similar disputes in the future.
10. The NSC urged both stakeholders to maintain an amicable and collaborative commercial relationship going forward.

The resolution effectively limits Chuangxin's liability to the demurrage accrued between October 6 and November 30, 2022, while Maersk Line Nigeria is required to bear the remaining long-standing demurrage up to the cargo's final disposal in 2026.

The intervention saved the Consignee over ₦200 million in demurrage, while also directing the immediate and unconditional restoration of Chuangxin's operational booking account.

Chuangxin expressed its appreciation for the Council's intervention, describing it as "a very fair intervention" and conveying its "profound appreciation" to the Nigerian Shippers' Council.

Continued from page 2

Hassan Aminu, Assistant Chief Operations Officer, NSC, presented the regulatory framework, stating that TCN must henceforth abide by the Council's resolution to prevent future cargo abandonment and ensure timely Customs clearance of their shipments. However, he pointed out that the Customs auction process had been initiated long before the August meeting, meaning TCN had no legal mechanism to reverse it. The official auction allocation letters were issued after the meeting.

Under Nigerian Financial Regulations and statutory laws, once a cargo is successfully auctioned, it is gazetted because it has been condemned by a Court of competent jurisdiction. This legal process renders any subsequent commercial financial liabilities or liens on those cargoes null and void. This legal reality is precisely why the Council intensified its intervention to achieve an amicable commercial settlement.

The TCN Executive Director of Finance, speaking via phone, sought clarity on the exact concession CMA CGM required from TCN to close the matter.

The MD, CMA CGM responded that while the teams had tried to reach a compromise, they encountered a commercial bottleneck that could only be resolved at the executive level. He stated: "I received the brief from my team. On the TCN auctioned units, we have an outstanding gross invoice total of ₦483,883,015.00. Out of this amount, ₦357,592,000.00 is strictly tied to the auctioned units. There are four (4) Bills of Lading affected by the auction. This involves 14 + 1 Containers split across two (2) separate Bills of Lading that accrued ₦223 million, and another two (2) Bills of Lading that accrued ₦133 million."

Following extensive deliberations and strategic intervention by the Shippers' Council team, the parties mutually agreed to the following resolutions:

1. The NSC affirmed the existence of a total outstanding liability of ₦483,883,015.00 across two separate sets of Bills of Lading covering twenty-two (22) containers of National Project Cargo.
2. Due to the consistent and sustained intervention of the Council, CMA CGM agreed to accept a lump-sum final settlement of ₦160,000,000.00 from TCN, effectively waiving ₦323,883,015.00 of the accrued charges.
3. TCN committed to immediately commence the accelerated Customs clearance of all affected boxes and ensure the expedited return of the empty containers to the carrier's holding bay before the end of June 2026.
4. The Council enjoined both parties to consolidate their commercial relationship and improve communication to prevent future operational bottlenecks.

SHIPPERS' COUNCIL ORDERS OVER ₦5 MILLION REFUND FROM HAPAG-LLOYD OVER SYSTEMIC BILLING ERROR

.... Directs Carrier to Refund Demurrage Paid on Container Already Auctioned by Customs

... Warns Of Regulatory Sanctions As Carrier Attributes Wrongful Billing To Internal Systemic And Communication Failures.

The Nigerian Shippers' Council (NSC) has directed Hapag-Lloyd Nigeria Limited to refund ₦5,218,695.00 in demurrage charges collected from Christiana Logistics Limited in respect of a container that had already been auctioned and discharged by the Nigeria Customs Service (NCS) as overtime cargo.

The directive followed a tripartite resolution meeting convened by the Council to resolve a formal complaint lodged by Christiana Logistics Limited (Complainant) against Hapag-Lloyd Nigeria Limited (Carrier). The dispute concerned the alleged wrongful assessment and collection of demurrage charges on Container No. FANU3319718, covered by Bill of Lading No. HLCUTOR240315952.

The session was chaired by Dr. Bashir Ambi Mohammed, Head Complaints Unit, on behalf of the Executive Secretary/CEO, Dr. Akutah Pius Ukeyima, Esq, MON, FCILT. He delegated Ms. Asmau Hassan Bello (Senior Legal Officer), to chair the meeting who then requested the case handler to summarize the complaint.

Mohammad Mubarak Abubakar, Operations Officer II, informed the meeting that Hapag-Lloyd had initially offered a 50% waiver on the accumulated demurrage charges, resulting in the Complainant paying ₦5,218,695.00 on August 26, 2025.

However, subsequent correspondence and documentary evidence revealed a significant discrepancy. The container had already been gazetted, auctioned, and discharged by the Nigeria Customs Service as overtime cargo in May 2025, several months before the demurrage payment was demanded and collected. The Complainant submitted relevant payment receipts and correspondence to the Council, maintaining that the charges were unlawful and requesting a full refund.

Responding to the allegations, Mr. Charles Onuegbu of Hapag-Lloyd Nigeria Limited acknowledged the facts presented and attributed the billing error to internal systemic challenges. He explained that inadequate inter-departmental communication and data synchronization within the company resulted in the billing department processing demurrage charges for a container that had already left the Carrier's custody through a statutory Customs auction.

Following a review of the shipping documents, manifest records, Customs correspondence, and submissions by both parties, the Council reached the following resolutions:

1. The Council affirmed that the 1X40FT, Container No. FANU3319718, covered by Bill of Lading No. HLCUTOR240315952, arrived in Nigeria via Hapag-Lloyd Nigeria Shipping Limited in June 2024 and was released to the designated consignee, Kelechi Solomon Nnah, in August 2024.
2. NSC affirmed that Hapag-Lloyd received an official auction allocation letter from Customs in April 2025, allocating the container to an allottee. This constituted formal notification to the Carrier that the cargo had been disposed of through the statutory auction process.
3. NSC affirmed that after the cargo had been auctioned, the consignee contacted the shipping line and was issued a demurrage bill of ₦10,000,000.00. Despite the container having left the Carrier's custody following the auction, the consignee subsequently paid the negotiated sum of ₦5,218,695.00.
4. NSC directed Hapag-Lloyd Nigeria Limited to refund the full sum of ₦5,218,695.00 paid as demurrage on the already auctioned container. The refund is to be made on or before the close of business on Friday, June 19, 2026, with evidence of payment forwarded to the Council.
5. NSC noted that, pursuant to Section 30(1) of the Nigeria Customs Act, the auction of overtime cargo by the government is a statutory process and is legally binding.
6. NSC warned that it would not hesitate to deploy appropriate regulatory sanctions against Hapag-Lloyd Nigeria Limited in the event of disregard for or non-compliance with its directive.
7. NSC urged both parties to maintain an amicable, professional, and cooperative business relationship going forward.

This resolution underscores the Nigerian Shippers' Council's commitment to protecting the interests of Stakeholders and ensuring accountability, transparency, and compliance within the Port sector.

The Council's directive also highlights the importance of accurate data management, effective inter-departmental communication, and timely reconciliation of cargo records to prevent erroneous billing and protect stakeholders from avoidable financial losses.

PILLARS BEHIND THE SUCCESS OF COMPLAINTS UNIT

Dr Bashir Ambi Mohammed
Juliana Obiageli Saka
Clara Enwefah (Unit Secretary)
Hassan Aminu
Funmilola Afolabi
Vincent I. Nkwocha
Musa Mohammed
Wachiko A. Yahaya
Obewu K. Onumah
Soniya Hassan-Akinbode
Oluwatoyin Ojo
Jessica Nathaniel Dan
Mubarak Abubakar
Asmau Hassan Bello
Ibrahim Yahaya
Saba Muyideen Akorede
Okediya James Adedamola
Samuel Mary Oyinlola

SUPPORT STAFF

Zainab Abdullahi Suleiman
Fashanu Opeyemi David
Victory Oyindenepre Okubokekeme
Muhammad Tanimu
Joseph Ojo
Demilade Arulogun

FREIGHT DISPUTE: NSC RESOLVES CONFLICT OVER "FREIGHT COLLECT" TERMS AND JURISDICTIONAL REGULATION

.... Balances Carrier Revenue Recovery with Consignor Cargo Flow

.... Release Withheld Bill of Lading, Council Tells Carrier

In a move aimed at upholding trade facilitation and ensuring the seamless flow of international commerce, the Nigerian Shippers' Council (NSC) brokered an amicable resolution between Hapag-Lloyd Nigeria and Worddine Global Services Limited.

In a tripartite meeting, held on Monday, 4th May 2026, at the Complaints Unit Meeting Room, Shippers' Council Headquarters, Apapa, Lagos, addressed a critical dispute arising from a "Freight Collect" shipment to Iraq and the subsequent withholding of documents for a separate consignment destined for Poland. The dispute originated from a 1X20FT container of Auto-spare parts shipped by Worddine, the booking party, to Sadaa al Batra in Iraq. The shipment was booked under "Freight Collect" terms of which the carrier is expected to collect freight charges from the Consignee at the Port of Discharge (POD) before releasing the cargo.

However, the freight charges were not recovered in Iraq. Consequently, Hapag-Lloyd imposed the outstanding charges on Worddine's account in Nigeria and exercised a possessory lien by withholding the Original Bill of Lading (OBL) for a new and unrelated shipment belonging to CE Power Solutions Limited. The shipment was due to arrive in Gdynia, Poland, within seven days.

Presiding over the meeting, Dr. Bashir Ambi, Head, Complaints Unit, emphasized the Council's role as an impartial umpire, guided by its Standard Operating Procedures (SOPs). During the deliberations, the case handler, Mr. Onumah Kevin Obewu (Senior Operations Officer), presented a summary of the case, highlighting three key areas: Regulatory Conflict, Operational Oversight, and the Consignor's Grievance.

The meeting was attended by Mrs. Olayemi Adeboyeku - Hapag-Lloyd Nigeria Limited, Mr. Paul Nwabunor – CEO, Worddine Global Services Limited, and Mr. Amosa Saheed, while Mr. Sam Ogidi, represented CE Power Solutions.

Responding, Mrs. Adeboyeku, explained that Iraqi maritime regulations do not permit "Freight Collect" terms for certain commodities. This regulatory constraint resulted in a reversion of the freight obligation to the origin, Nigeria, for settlement. She acknowledged an internal lapse in releasing the cargo at the destination before securing payment and maintained that where the Consignee defaults, the contractual obligation for the freight ultimately rests with the booking party.

Mr. Nwabunor, argued that withholding documents for a separate third-party shipment belonging to CE Power Solutions constituted an unfair trade practice. He contended that Hapag-Lloyd failed to enforce the original terms of the Bill of Lading.

With demurrage and detention charges potentially accruing on the Poland-bound shipment, the Assistant Chief Operations Officer, Mr. Aminu Hassan, proposed a strategic compromise. He recommended that Hapag-Lloyd release the urgent documents for the Gdynia shipment while retaining its right to exercise a lien over other Worddine assets or future shipments.

The Council noted that the approach would allow the Carrier to recover its outstanding revenue without disrupting the Consignor's ongoing operations.

Following a thorough review of the relevant documents and submissions from all parties, the meeting reached the following resolutions:

1. The Council affirmed that CE Power Solutions Limited formally engaged Worddine Global Services Limited to export its cargo to Poland.
2. The Council affirmed that although the initial shipment was booked under "Freight Collect" terms, applicable import regulations in Iraq necessitated the reversion of the freight charges to the origin, Nigeria, for settlement.
3. It was noted that Worddine subsequently agreed with Hapag-Lloyd to settle the outstanding freight charges within seven days but failed to meet the agreed payment timeline.
4. The NSC urged Hapag-Lloyd to release, within 24 hours, the Original Bill of Lading for the new shipment, **HLCUAPP260303860**, belonging to CE Power Solutions Limited, to facilitate timely cargo processing at the destination.
5. Hapag-Lloyd was granted the right to place a lien on Bill of Lading No. **HLCUAPP260303966**, as well as any other shipment associated with Worddine, until full payment of the outstanding freight charges relating to the Iraqi consignment, **HLCUAPP251002550**, is confirmed.
6. The Council urged both parties to sustain their commercial relationship.

CARGO PILFERAGE: NIGERIAN SHIPPERS' COUNCIL RESOLVES DISPUTE INVOLVING LEKKI FREEPORT TERMINAL AND COMART INTER BIZ LIMITED

...Cautions Importers on Broken Container Seals

...Directs LFT to Strengthen CCTV Surveillance

The dispute between Comart Inter Biz Ltd (the Consignee) and Lekki Freeport Terminal (LFT) regarding an alleged unauthorized seal break and cargo discrepancy involving 1X20FT container (No. CMAU2635290) was successfully resolved by the Nigerian Shippers' Council (NSC).

The mediation was chaired by Dr. Bashir Ambi Mohammed, Head, Complaints Unit, NSC, who welcomed all stakeholders to the meeting. Mrs. Soniya Hassan-Akinbode (Senior Operations Officer), the case handler, provided the initial operational briefing to open the proceedings.

Mr. Nonso, representing Comart Inter Biz Ltd, stated that an unauthorized seal break occurred within the terminal following the Nigeria Customs Service (NCS) physical examination on 23 February 2026. The incident was immediately reported to both the Customs Police and LFT management on the same day.

He further stated that the Customs Police initially proposed a review of the terminal's Closed-Circuit Television (CCTV) footage but were informed that the specific camera angle was obscured. The subsequent preliminary investigation faced a nine-day delay. Due to escalating storage charges and terminal demurrage, the importer felt compelled to gate out and take delivery of the container on 4 March 2026, before a Joint Cargo Survey could be finalized.

In addition, the container arrived at the importer's private warehouse on 5 March 2026 and upon destuffing, two cartons containing a total of 100 power banks were short landed; valued at ₦1.750 million.

Comart Inter Biz Ltd issued a formal demand letter regarding the broken seal on 6 March 2026, which was acknowledged by LFT on 20 March 2026.

A formal response from LFT's representative, Mr. David Nwoye, issued on 26 March 2026, acknowledged and highlighted key deviations from Maritime Standard Operating Procedures (SOPs).

Mr. Nwoye emphasized that LFT was not formally invited to conduct a Joint Cargo Survey at the terminal to verify the alleged shortage or seal tampering before the container exited the gates. Standard port protocols dictate a mandatory 72-hour notice to arrange an official joint inspection, depending on the container's yard location.

Addressing the camera malfunction, the LFT representative clarified that while the entire port facility is heavily fortified with modern surveillance, the specific camera covering that particular examination bay suffered a temporary technical glitch. He informed the meeting that the CCTV has been repaired and optimized after the incident occurred.

After detailed review of the shipping documents, gate passes, and terminal logs, the meeting reached the following resolutions:

1. The NSC affirmed that 1X20FT Container CMAU2635290, containing a total of 1,243 units of power banks, was successfully received into the custody of Lekki Freeport Terminal.
2. The meeting noted that the Consignee unilaterally transferred the container to a private warehouse, and unsealed the box without the regulatory presence of LFT representatives, NCS, or the NSC.
3. The meeting recorded that while the incident occurred on 23 February 2026, the terminal did not receive the formal written claim until 20 March 2026.
4. LFT is verified to have responded promptly on 26 March 2026, within six (6) days of receiving the formal notification.
5. The NSC directs LFT to fully fortify all cargo examination bays with motion-activated, high-definition CCTV cameras to ensure absolute cargo safety and transparent tracking.
6. Importers are strictly advised never to take delivery of a compromised container. In future occurrences, cargo must remain within the terminal until a formal dispute is lodged with the relevant authorities.
7. The NSC cannot investigate the presence of a "double seal" or secondary padlocks, as Clearing Agents and Consignees routinely add personal security padlocks post-Customs inspection.
8. The Council urges all industry Stakeholders to formalize and document all complaints instantly to protect their liability.
9. The NSC encourages Comart Inter Biz Ltd to maintain its trade relationship with Lekki Freeport Terminal, fostering a collaborative business environment.

To safeguard cargo claims and insurance liability, Consignees must never gate out a container with a suspect or broken seal without an official, multi-party Joint Cargo Survey signed off inside the terminal boundaries.

ARBITRARY CHARGES: NSC ENFORCES MARITIME FAIR PRICING RULES, RESOLVES GROUPAGE DISPUTE BETWEEN A CONSIGNEE AND SKY CARGO NIG. LTD.

.... Directs Freight Forwarder to Issue New Invoice, Consignee to Pay and Take Delivery Immediately

The dispute between the Consignee, Engr. Jones Uchenna Okorie (Complainant), and the Freight Forwarder, Sky Cargo Ltd (Respondent), has been amicably resolved following the intervention of the Nigerian Shippers' Council (NSC). It borders on an uncontracted surcharge of ₦50,000 per Cubic Meter (CBM) applied to a 23 CBM consignment of imported Plastic Recycling Machines (Tracking/Waybill No.: 3612975464).

The mediation meeting was held at the Department of General Services Meeting Room, 3rd Floor, NSC Headquarters, Apapa, GRA, Lagos.

Welcoming participants on behalf of the Executive Secretary/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, the Head, Complaints Unit, Dr. Bashir Ambi Mohammed, outlined the objectives of the session: to ascertain the structural factors driving the unbudgeted secondary charges and to institute an equitable remedy.

In accordance with the Council's administrative succession protocol, Dr. Ambi designated Ms. Jessica Dan (Operations Officer) to chair the proceedings, who subsequently called upon the Case Handler, Ms. Asmau Hassan Bello (Senior Legal Officer), to present the formal case brief.

Ms. Asmau Hassan Bello reported that the Complainant's cargo arrived at the Apapa Port complex on 24 March 2026. Twenty-five (25) days after arrival, the Freight Forwarder issued a debit note reflecting an additional ancillary charge of ₦50,000 per CBM, totaling an unbudgeted ₦1,150,000.00 She further stated that Sky Cargo Ltd attributed this variance to a "newly implemented Federal Government Customs Tariff Policy." Seeking verification, the Complainant independently engaged the Nigeria Customs Service (NCS) and other statutory trade regulatory authorities, all of whom denied the existence of any such statutory tariff upward review.

Representing Sky Cargo Ltd, Dr. Ben Okorie and Mr. Olukemi Frank conceded that the financial adjustment did not originate from a statutory Fiscal Policy change, an official Customs Tariff Circular, or a Federal Government Gazette. Instead, they clarified that the billing variance stemmed from ad hoc internal cargo revaluations executed orally by the local Customs Area Command.

Dr. Bashir Ambi clarified that internal administrative adjustments by Customs Area Commands, driven by local revenue targets and updated market intelligence, are standard operational realities within the Nigerian maritime ecosystem. While these upward duty assessments are administratively valid, the Council emphasized that misrepresenting localized cargo revaluations to Consignees as "new federal tariff regimes" is a breach of transparent trading practices.

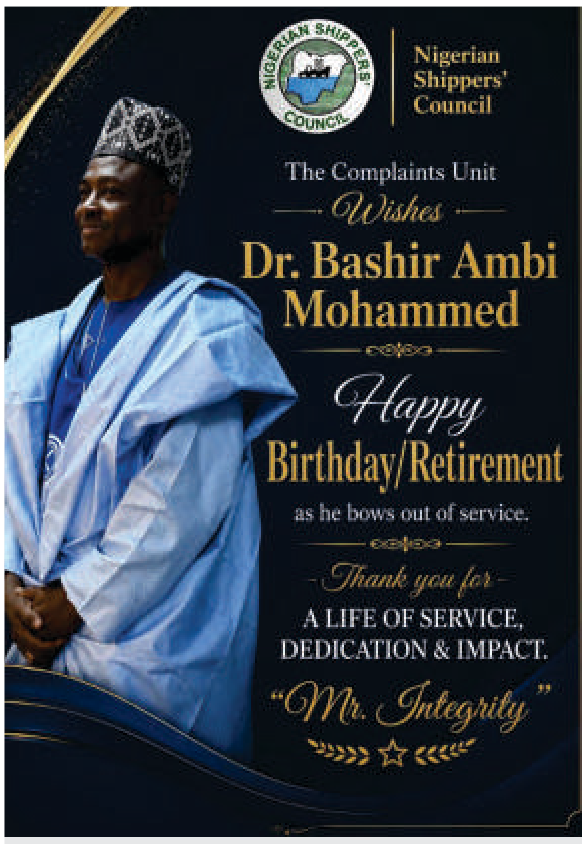
Mrs. Obiageli Juliana Saka, Assistant Director and Head, Complaints Unit (Designate), noted that the 25-day cargo clearance delay was exacerbated by systemic disruptions tied to the ongoing national trade data migration to the National Single Window (NSW) Platform, which has temporarily impacted cargo processing timelines across port terminals.

Upon thorough examination of the shipping documents, the meeting established that a valid freight forwarding contract existed and that a critical communication gap regarding ad hoc operational costs caused the impasse.

To facilitate trade and ensure equity, the meeting reached the following resolutions:

1. The Council affirmed that there was a shipment and business relationship between Engr. Jones Uchenna Okorie and Sky Cargo Limited.
2. The Council affirmed that there was a general problem resulting from National trade Data Migration to the National Single Window (NSW), which affected many cargoes, including the subject cargo.
3. The disputed ancillary sum of ₦1,150,000.00 shall be split equally between both parties. Engr. Jones Uchenna Okorie and Sky Cargo Ltd will each absorb ₦575,000.00 as a final settlement of the outstanding clearing variance.
4. The Consignee, Engr. Jones Uchenna Okorie, shall settle the revised invoice and take physical delivery of the Plastic Recycling Machines before the end of June, 2026 to prevent further storage and demurrage accumulation.
5. Sky Cargo Ltd is directed to immediately retract the disputed bill and issue a revised invoice reflecting the adjusted sum of ₦575,000.00 to the Consignee.
6. Sky Cargo Ltd was directed to register with the Council and update its corporate contact.
7. The Council appeals to both parties to maintain their commercial relationship.

CELEBRATING A DISTINGUISHED CAREER: DR. BASHIR AMBI MOHAMMED'S BIRTHDAY/RETIREMENT IN PICTURES




















DR. AMBI HANDS BATON TO MRS. JULIANA O. SAKA (Ph. D.)

URGES NEW NSC COMPLAINTS CHIEF TO 'ADD VALUE

... "This is an iconic exit," Colleagues declare as Complaints Chief bows out.

In a milestone transition at the Nigerian Shippers' Council (NSC), the outgoing Head, Complaints Unit, Dr. Ambi, officially handed over the mantle of leadership to his successor, Mrs. Obiageli Juliana Saka (Ph. D). The brief, yet emotional handover ceremony took place on Friday, June 26, 2026, marking the end of Dr. Ambi's meritorious service as he enters retirement.

A LEGACY OF FISCAL IMPACT

Reflecting on his tenure, which began on June 11, 2024, Dr. Ambi expressed profound gratitude to God and the Council's leadership for the opportunity to serve. He revealed that under his stewardship, the Complaints Unit achieved a monumental milestone by saving ₦4.8 billion for the Nigerian economy.

"I am proud to hand over a clean slate and a robust foundation," Dr. Ambi stated. "We have built on the legacy I inherited two years ago. I am fully confident that my successor will build on this trajectory, elevate the unit, and establish it further as a benchmark of excellence within the Council."

SEAMLESS TRANSITION OF POWER

Presenting the official handover note on behalf of the Executive Secretary/CEO NSC, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, Dr. Ambi outlined the comprehensive operational frameworks prepared to ensure continuity.

The transition documents include:

- Detailed operational appendices and performance metrics since Q3 2024.
- The unit's Key Performance Indicators (KPIs) and schedules of duty.
- A comprehensive registry of files, asset inventories, and ongoing assignments.

Dr. Ambi charged the incoming Chief to bring fresh perspectives to the role. "I look forward to seeing you add immense value and elevate the Complaints Unit so that it remains a primary point of reference," he said.

A CALL FOR UNITY

The retiring Complaints Chief concluded by praising his team and urging the staff to extend the same dedication to the new leadership. "I am entrusting a stellar team to you, and I am confident you will lead them with trust. To the officers, please accord Dr. Saka your maximum support so that our collective successes can be sustained."

Witnessing the transition, colleagues described Dr. Ambi's departure as "an iconic exit," praising his integrity, leadership, and the high standards he maintained throughout his tenure.

ENERGY SECURITY: NIGERIAN SHIPPERS' COUNCIL SECURES OVER ₦900 MILLION TERMINAL STORAGE WAIVER FOR TCN AT APM TERMINALS

.... Waiver Covers 176 Containers of Critical Power Transmission Equipment

.... APM Terminals Urges Prompt Settlement of Outstanding Charges by TCN

The Nigerian Shippers' Council (NSC), through its Complaints Unit, has successfully secured a terminal storage and demurrage waiver valued at over **₦900 million** from APM Terminals (APMT) Apapa in favour of the Transmission Company of Nigeria (TCN).

Representing the Executive Secretary/CEO of the Council, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, the Head, Complaints Unit, Dr. Ambi Bashir Mohammed, stated that the intervention further reinforces the Council's statutory mandate. He also introduced Mrs. Juliana Obiageli Saka, Assistant Director and Head, Complaints Unit (Designate), noting that she is expected to assume leadership of the Unit in due course.

According to Dr. Ambi, the waiver was secured following a series of strategic engagements involving the NSC, APMT and the Transmission Company of Nigeria. The engagements included meetings held at both the Council's Headquarters and the terminal facility, official correspondence, telephone consultations and sustained stakeholder engagement aimed at resolving the matter amicably.

The concession granted by APMT covers terminal storage charges accrued on 176 containers of imported power transmission equipment covered by 10 Bills of Lading (B/Ls). The consignments are designated for critical National Electricity Transmission projects in support of Nigeria's grid expansion and energy security objectives.

DETAILS OF AFFECTED CONSIGNMENTS:

1. **B/L No. 257260995; Container No.:** SELU4058995; **Vessel ATA:** 11 September 2025; **Invoice No.:** 4726329; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
2. **B/L No. COSU6282461050; Container No.:** FSCU8703272; **Vessel ATA:** 16 February 2021; **Invoice No.:** 4726339; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
3. **B/L No. AMC2397453; 4 Containers** (APHU6587864, CMAU4632670, CMAU6174977, TRHU6017709); **Vessel ATA:** 18 July 2025; **Invoice No.:** 4726338; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
4. **B/L No. AMC2394384; Container No.:** CAAU6260365; **Vessel ATA:** 28 July 2025; **Invoice No.:** 4726336; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
5. **B/L No. MAAF21603300; 3 Containers** (CAIU9501915, NYKU4859586, NYKU5104476); **Vessel ATA:** 30 August 2025; **Invoice No.:** 4726358; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
6. **B/L No. COSU6420410470; 40 Containers; Vessel ATA:** 4 August 2025; **Invoice No.:** 4726347; **Invoice Date:** 13 May 2026; **Storage Paid Through:** 29 May 2026.
7. **B/L No. COSU6419267770; 40 Containers**; **Vessel ATA:** 29 July 2025; **Invoice No.**: 4726341; **Invoice Date**: 13 May 2026; **Storage Paid Through**: 29 May 2026.
8. **B/L No. COSU6402360520; 14 Containers**; **Vessel ATA**: 1 January 2025; **Invoice No**.: 4725788; **Invoice Date**: 13 May 2026; **Storage Paid Through**: 29 May 2026.
9. **B/L No. COSU6420834610; 24 Containers**; **Vessel ATA**: 11 August 2025; **Invoice No**.: 4726355; **Invoice Date**: 13 May 2026; **Storage Paid Through**: 29 May 2026.
10. **B/L No. GOSUSNH1872506; 8 Containers; Vessel ATA**: 10 December 2025; **Invoice No**.: 4726356; **Invoice Date**: 13 May 2026; **Storage Paid Through**: 29 May 2026.

During the engagement process, the Customer Care Manager of APMT formally confirmed to the Council the approval of the terminal storage and demurrage waiver. APMT, however, appealed to the Council to facilitate the prompt settlement of the outstanding balance by the Transmission Company of Nigeria within the approved timeline. The terminal operator noted that timely settlement would preserve the validity of the waiver and prevent the reapplication of terminal storage charges.

The successful intervention demonstrates the Council's commitment to facilitating the movement of critical cargo, protecting the interests of Stakeholders and supporting the timely delivery of infrastructure essential to Nigeria's electricity transmission network.

The waiver also highlights the importance of sustained collaboration among government agencies, terminal operators and other stakeholders in resolving commercial and operational challenges that could impede critical national projects.

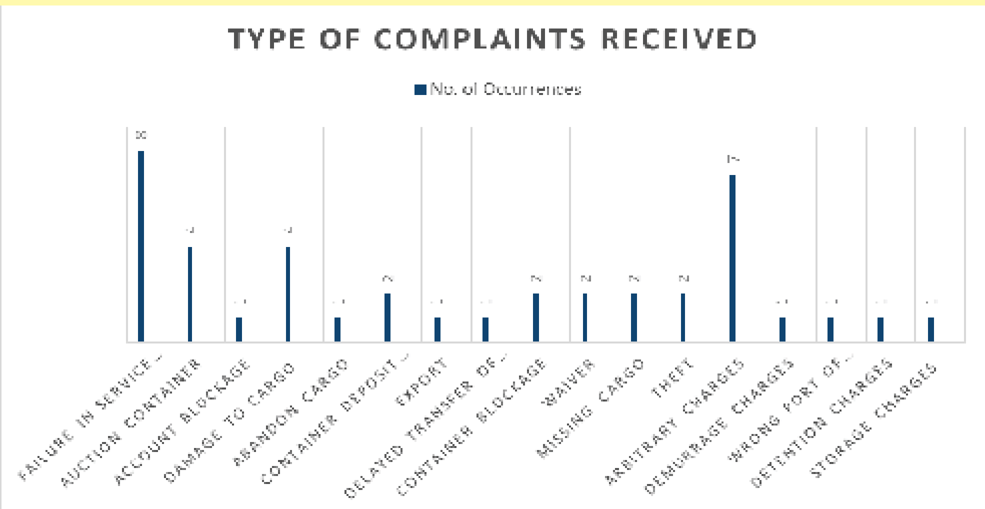
ANALYSIS OF STAKEHOLDERS' COMPLAINTS HANDLED IN THE SECOND QUARTER (APRIL - JUNE 2026)

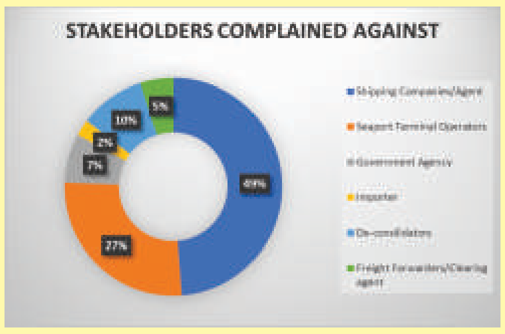
AMOUNT SAVED/RECOVERED

AMOUNT SAVED IN NAIRA	AMOUNT SAVED IN FX
₦1,535,726,037	$151,800

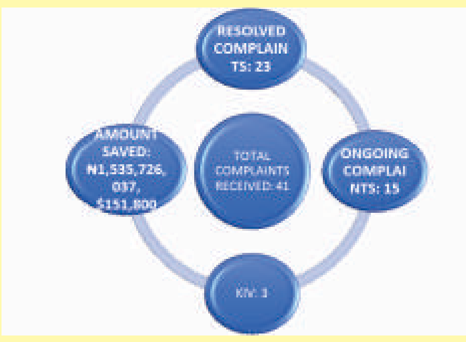
TYPE OF COMPLAINTS RECEIVED WITHIN THE SECOND QUARTER

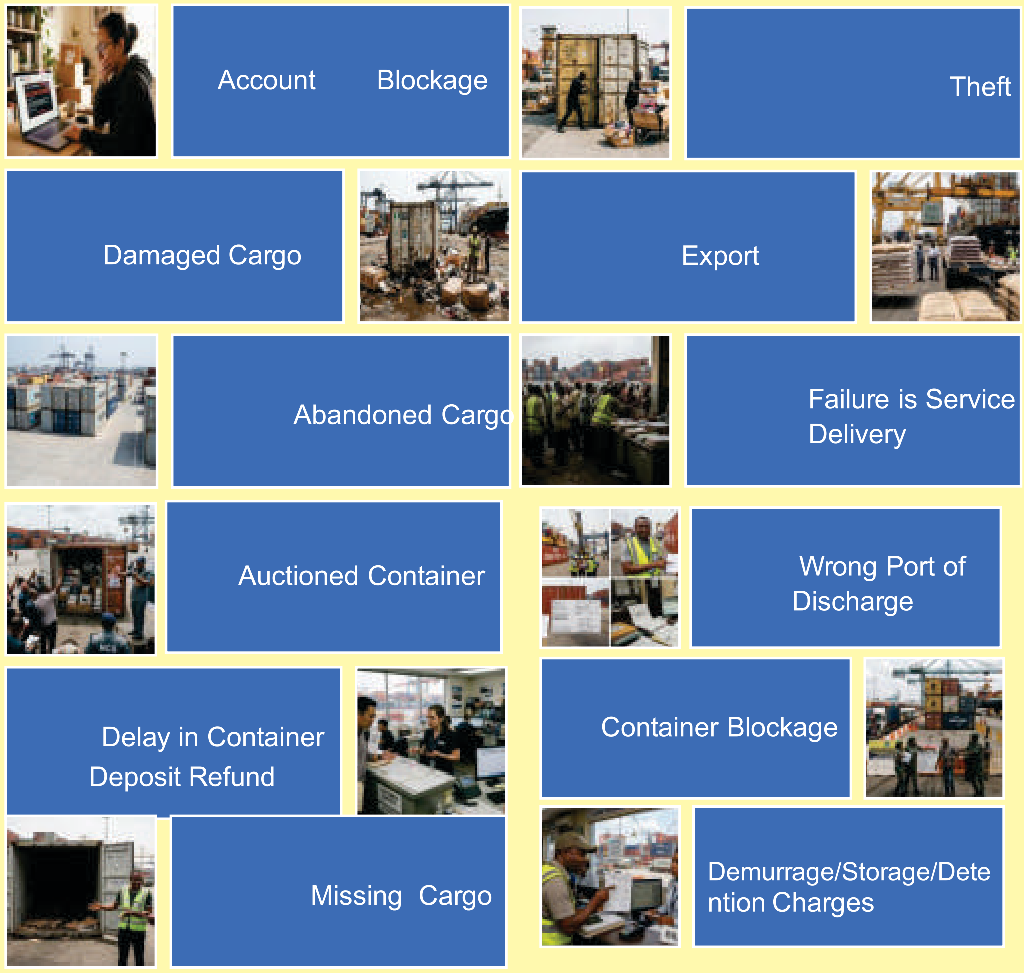
Types Of Complaints	No. Of Occurrences	Percentage (%)
Failure in Service Delivery	8	19.51%
Auction Container	4	9.76%
Account Blockage	1	2.44%
Damage to Cargo	4	9.76%
Abandon Cargo	1	2.44%
Container deposit refund	**2**	**4.88%**
Export	1	2.44%
Delayed Transfer of Cargo		2.44%
Container Blockage	2	4.88%
Waiver	2	4.88%
Missing Cargo	2	4.88%
Theft	2	4.88%
Arbitrary Charges	7	17.07%
Demurrage Charges	1	2.44%
Wrong Port of discharge	1	2.44%
Detention Charges	1	2.44%
Storage Charges	1	2.44%
Total	**41**	**100.00%**





STATUS OF COMPLAINTS





STAKEHOLDERS COMPLAINED AGAINST

S/N	Group Of Organizations Complaint Against	No. Of Complaints Against	Percentage (%)
1	Shipping Companies/Agents	20	48.78%
2	Seaport Terminal Operators	11	26.83%
3	Government Agency	3	7.32%
5	Importer	1	2.44%
6	De-consolidators	4	9.76%
7	Freight forwarders/Clearing agent	2	4.88%
	TOTAL	41	100.00%

GLOSSARIES IN MARINE ECOSYSTEM

R	Y	J	N	T	N	E	M	Y	A	B	M	E	T	U	G	J	L
A	D	I	S	Y	M	R	O	W	T	A	C	R	R	Y	U	I	M
R	S	U	L	Y	T	C	A	D	W	R	N	O	T	K	E	N	S
D	C	C	A	L	C	E	O	L	I	B	W	V	E	R	R	R	C
H	A	H	F	H	J	L	Z	D	R	E	P	I	F	A	U	N	A
C	R	O	E	W	R	H	O	U	A	L	P	N	P	U	T	Q	L
I	P	L	O	M	E	F	Y	T	U	C	O	R	G	H	G	A	C
T	O	E	L	Y	O	W	R	Y	J	P	E	A	I	E	B	E	A
O	S	U	J	H	R	A	B	I	O	T	I	C	V	K	N	P	R
I	P	R	G	B	J	L	N	R	H	H	L	A	O	O	G	I	E
B	O	Y	C	C	C	G	G	T	V	N	N	R	V	T	R	B	O
I	R	H	I	I	A	A	R	L	O	G	F	I	I	I	O	E	U
P	A	A	G	G	R	L	T	E	D	T	S	N	G	P	Y	N	S
E	N	L	A	A	U	G	P	A	G	F	R	A	E	E	N	T	E
T	G	I	L	L	N	R	L	K	D	A	R	O	R	E	E	H	P
I	I	N	E	E	C	A	O	A	D	R	R	J	P	P	K	I	I
S	A	E	P	P	L	V	U	E	D	S	O	I	W	H	L	C	B
A	L	K	O	I	E	E	Y	E	S	O	H	M	O	L	I	P	E
R	E	H	H	P	Q	L	O	C	H	A	P	J	O	U	R	C	N
A	H	F	T	E	C	I	H	P	R	O	M	I	D	U	S	H	T
P	T	S	N	O	I	N	M	I	L	O	P	Y	H	P	S	A	H
O	A	H	E	R	B	I	V	O	R	E	S	E	J	P	W	E	O
T	B	W	B	R	I	S	T	L	E	W	O	R	M	S	M	T	S
C	O	N	O	E	L	P	S	U	O	M	O	R	D	A	N	A	K
E	S	F	J	K	Y	G	O	L	O	H	P	R	O	M	O	E	G
T	I	Y	E	H	C	I	T	S	I	R	O	H	C	O	N	O	G

ABIOTIC	BARBEL	BENTHOPELAGIC	BRYOZOA
BRISTLEWORMS	AMPHIPODA	CARINA	CALCAREOUS
ALGAL GRAVEL	CARNIVORE	CALCEOLI	CARUNCLE
GREGARIOUS	CARPOSPORANGIAL	HERBIVORES	ANADROMOUS
CATADROMOUS	CATWORM	CHAETAE	DACTYLUS
HYPOLIMNION	CHEMOANTOTROPHIC	DIMORPHIC	ISOBATH
LOCH	HOLEURYHALINE	ECTOPARASITE	ECAD
ECOTONE	EMBAYMENT	EPIBENTHIC	EPIBENTHOS
EPIBIOTIC	EPIFAUNA	EPIPELAGIC	EPITOKE
GEOMORPHOLOGY	GONOCHORISTIC	GROYNE	MYSIDA
NEKTON	OVIGER	PALPS	PLEON

DESIGNED BY VINCENT IKECHUKWU

CBM MISCALCULATION: NSC RESOLVES DISPUTE INVOLVING ADELHEID NIGERIA LIMITED AND CARGOEXTRA LOGISTICS

.... Affirms 1.94 CBM as Final and Billable Volume

.... Council Commends Complainant for Cooperation in Reaching Amicable Resolution

Following introductions by participants, Dr. Ambi Bashir Mohammed, Head, Complaints Unit, speaking on behalf of the Executive Secretary/CEO of the Nigerian Shippers' Council (NSC), Akutah Pius Ukeyima, Esq., MON, FCILT, Ph.D., welcomed all parties to the mediation meeting.

Dr. Ambi explained that the Nigerian Shippers' Council is not a conventional court of law but serves as the officially recognized Maritime and Commercial Shipping Dispute Resolution Desk under the Federal Ministry of Marine and Blue Economy. He also introduced Mrs. Juliana Obiageli Saka, Assistant Director and Head, Complaints Unit -Designate, noting that she would soon assume leadership of the Unit.

The case handler, Ms. Jessica Dan, was invited to present a summary of the complaint. She informed the meeting that the Council had received a complaint from Ucheoma Okoli, representing Adelheid Nigeria Limited, a manufacturer of diffusers, against Cargoextra Logistics over an LCL (Less than Container Load) shipment handled by the logistics company.

She informed the meeting that Cargoextra Logistics allegedly engaged in non-transparent billing practices and failed to provide a clear freight-rate structure, shipment manifest, or the actual CBM (Cubic Meter) measurement of the cargo. They further alleged that the company issued no fewer than six different invoices for the same shipment without consistent explanations or adequate supporting documentation.

Other issues raised included:

- Lack of transparency regarding freight rates and the shipment manifest;
- Alleged inflated and inconsistent CBM calculations;
- Failure to properly consolidate the cargo;
- Contradictory and negotiated billing practices;
- Withholding of cargo;
- Business disruption resulting from shipment delays; and
- Alleged improper application of VAT in dollar-denominated charges.

The Complainant stated that the delay significantly disrupted business operations, as customers awaiting delivery of the products experienced extended waiting periods, resulting in missed delivery timelines and financial losses. Consequently, Adelheid Nigeria Limited sought the intervention of the Nigerian Shippers' Council.

Dr. Ambi asked the Complainant whether the summary accurately reflected the grievances submitted to the Council. Joining the meeting virtually, Mrs. Okoli responded in the affirmative and disclosed that, prior to the meeting, Mr. Olawale Lawal, Director of Cargoextra Logistics, had contacted her by telephone and offered to revise the invoice downward to ₦1,900,000.00 (One Million, Nine hundred Thousand Naira only). She said she had requested a further reduction to ₦1,700,000.00 (One million, Seven Hundred Thousand Naira only) and the removal of the dollar-denominated VAT charges.

She added that Mr. Lawal had promised to issue a revised invoice within 30 minutes; however, no revised invoice was received even after 12 hours, despite an initial invoice of ₦8.3 million having been presented to her. She further stated that she was later informed that the delivery would terminate in Abuja, despite the dashboard indicating a door-to-door delivery arrangement.

Expressing dissatisfaction with the handling of the shipment, she requested that the Nigerian Shippers' Council independently verify the exact CBM of the cargo rather than rely on what she described as a "negotiated CBM." She maintained that she was willing to pay strictly based on the actual cargo volume, whether higher or lower.

Mrs. Juliana Obiageli Saka, who took over the proceedings after Dr. Ambi was called for another engagement, asked the Complainant to confirm the latest revised invoice issued by Cargoextra Logistics which they confirmed as ₦1,948,602.00 (One million, Nine Hundred and Forty-Eight Thousand, Six Hundred and Two Naira only).

Responding on behalf of Cargoextra Logistics, Mr. Wale informed the meeting that he became aware of the dispute after it had been escalated to management, noting that he operates outside Nigeria. He stated that customers should understand that shipping companies operate under varying policies, particularly regarding CBM-based cargo calculations in international freight forwarding. Drawing from his experience in the United States, he explained that freight charges are commonly determined by cargo volume, with CBM serving as the standard measurement for such calculations.

According to him, Cargoextra Logistics initially requested the dimensions of the goods and billed the shipment at 2.3 CBM. Upon arrival in Lagos, the warehouse team in China uploaded the cargo dimensions to the company's system, which formed the basis for the initial invoice.

However, following the Complainant's dispute of the calculation, the company conducted another measurement exercise and arrived at 1.94 CBM. He further explained that the Complainant had requested that the goods be consolidated to reduce the cargo volume. He clarified, however, that Cargoextra Logistics does not provide cargo consolidation services in such circumstances, as factory-packaged goods are generally shipped in their original state to minimize the risk of loss or damage to accessories and product components. In addition, he said shipments destined for Abuja attract different logistics charges from those delivered within Lagos due to operational differences. According to him, the company's standard freight rate from China to Lagos is USD 420 per CBM.

In her intervention, Mrs. Saka observed that the shipment had already been delayed for approximately two weeks and cautioned that any further request for independent CBM verification could result in additional delays and costs. She explained that if the Complainant had independently verified the cargo dimensions before shipment, the dispute might have been avoided. She further noted that engaging a third party or requesting the Council to physically re-measure the cargo would involve additional operational costs, including possible logistics and travel expenses. She also pointed out that the dispute had evolved from an initial calculation of 2.3 CBM to 1.94 CBM and subsequently to various proposed settlement figures.

In the interest of business continuity and customer satisfaction, she encouraged both parties to embrace an amicable resolution. She also advised importers to exercise due diligence when engaging international shipping and logistics service providers.

Following extensive deliberations and a critical review of the documents and submissions presented by the parties, the meeting reached the following resolutions:

1. The Nigerian Shippers' Council affirmed that the total shipment volume of 1.94 CBM belonging to Adelheid Nigeria Limited, represented by Ucheoma Okoli, was the applicable cargo volume established by Cargoextra Logistics in its capacity as the deconsolidating company.
2. The Council commended Cargoextra Logistics for reducing the applicable cargo charges to the equivalent of 1.5 CBM as a concession to the Complainant.
3. Adelheid Nigeria Limited was directed to make payment immediately to retain the revised concessionary rate and forward evidence of payment to the Council.
4. The Council advised Cargoextra Logistics and other Operators in the industry to strengthen customer education on CBM Calculations, Freight rates and applicable charges before and during shipment.
5. Cargoextra Logistics was urged to strengthen its customer-relations systems and maintain dedicated communication channels for clients and relevant government agencies.
6. Cargoextra Logistics is to update its registration status with the Council.
7. Adelheid Nigeria Limited was advised to facilitate the prompt offloading of the cargo upon delivery and avoid unnecessary delays to the delivery vehicle.
8. Both parties were encouraged to maintain and strengthen their existing business relationship and ensure that future transactions are conducted with greater transparency, communication and mutual understanding.

The resolution reflects the Council's commitment to promoting fair commercial practices, resolving shipping-related disputes expeditiously and ensuring that legitimate cargo movement is not unnecessarily disrupted.

CARGO CONVERSION DISPUTE: NSC RESOLVES FREIGHT AND CLASSIFICATION ROW BETWEEN IMPORTER AND LOGISTICS FIRM

..... Saves Consignee Over ₦8 Million

.... Absolves Clarion Shipping of Liability

..... "We Appreciate the Council," - Complainant

Mr. Shina Amosun, Managing Director of Multi Graphic Advertising Company Lodged a complaint with Nigerian Shippers Council against Jecmek Divine International Logistics (Freight Forwarding Firm), and Clarion Shipping West Africa Limited.

The tripartite meeting, held at the 3rd Floor, General Services Department Meeting Room, focused on a dispute over the ocean freight and consolidation mode of an import consignment comprising approximately 50 cubic meters (CBM) of beach umbrellas shipped from China to Nigeria.

Welcoming participants on behalf of the Executive Secretary/CEO, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT, the Head, Complaints Unit, Dr. Bashir Ambi Mohammed, emphasized that the objective of the mediation was to establish the operational circumstances that resulted in the unexpected charges and facilitate an equitable resolution in line with the Council's consumer protection mandate. In accordance with the Council's mentorship program, Dr. Ambi delegated Mr. Muyideen Saba Operations Officer II to chair the session, while the Case Handler, Ms. Mary Oyinlola Samuel, Operations Officer II, presented the case brief.

Ms. Samuel presented that according to the Complainant, the cargo had been contracted for transportation as a dedicated Full Container Load (FCL) in a 1X40FT container. However, upon arrival at the port in Lagos, the Consignee discovered that the shipment had instead been handled as Less-than-Container Load (LCL), popularly known as groupage cargo. The change in shipment mode allegedly resulted in unexpected ocean freight, Customs clearance adjustments, terminal charges, and other ancillary logistics costs amounting to ₦27,132,000, equivalent to approximately ₦450,000 per CBM.

According to the case presentation, the Complainant also alleged that the conversion from FCL to LCL was carried out without his knowledge or authorization and raised concerns over the differences between the expected FCL documentation and the final delivery documents issued for the cargo.

In addition, the Complainant had instructed his supplier in China to book cargo space through Clarion Shipping West Africa Limited. However, upon arrival in Nigeria, the cargo was found to be under the care of a Deconsolidator, Jecmek Divine International Logistics and when the Importer requested the Bill of Lading (B/L) to verify the FCL status of the shipment, he was informed that the cargo had been consolidated. He was subsequently issued a Waybill and Packing List reflecting LCL Terminal and handling charges.

continued on page 11

EXPORT IRREGULARITY: NSC INTERVENES IN EXPORT DOCUMENTATION AND DESTINATION DEMURRAGE DISPUTE INVOLVING EXPORTER, TICT AND HAPAG-LLOYD NIGERIA

.... Clears Hapag-Lloyd of Procedural Breach
.... Urges Demurrage Concession to rescue Perishable Cargo

The Nigerian Shippers' Council (NSC) recently convened a mediation to resolve a dispute involving Malik Bayero (Exporter), Tin can Island Container Terminal (TICT) and Hapag-Lloyd Nigeria Shipping Limited. The dispute centered on allegations of premature vessel loading and the subsequent accumulation of substantial destination demurrage at the Port of Felixstowe, United Kingdom.

Following introductions, Dr. Bashir Ambi Mohammed, Head, Complaints Unit, welcomed participants on behalf of the Executive Secretary/CEO of the Nigerian Shippers' Council, Dr. Akutah Pius Ukeyima, Esq., MON, FCILT. He noted that the case concerned the Consignee named on the Bill of Lading and should be examined in line with applicable international shipping standards. He also advised the Complainant to be prepared to substantiate his claims during the proceedings.

Dr. Ambi emphasized the Council's role in facilitating the resolution of maritime and commercial shipping disputes and subsequently delegated Yahaya Abdullahi Wachiko (Senior Operations Officer), to preside over the session as part of the Council's ongoing mentoring initiative. The meeting was held at the Complaints Unit Meeting Room, NSC Headquarters, Lagos.

Yahaya called for strict adherence to the rules of engagement and the Council's Standard Operating Procedures (SOPs). He stressed that both service providers and consumers involved in disputes must remain accessible, provide accurate information, and support their claims with authentic documentation relating to legitimate shipping transactions.

He then invited the case Handler Mr. Hassan Aminu - (Assistant Chief Operations Officer), to summarize the complaint. According to the case presentation, the Exporter, alleged that his 1X20FT container, No. UACU3500558, was processed and shipped from TICT to Felixstowe, UK, by Hapag-Lloyd without complete documentation. Adding that although the Carrier was aware that some documentation remained outstanding, the container was nevertheless loaded and exported.

Dr. Bashir Ambi sought clarification on the role played by TICT and how the terminal obtained the Customs Release/Notification required to facilitate the loading of the container. He also urged Hapag-Lloyd to explore possible intervention regarding the accumulated destination demurrage in order to facilitate clearance of the cargo and the eventual return of the equipment to Nigeria.

The Exporter, supported by Agbaye Samuel (Booking Party), explained that he had instructed his Freight Forwarder to retrieve the container because it was only partially filled with perishable goods. However, they subsequently discovered that the container had already been shipped on board without his knowledge and before the submission of what he described as final documentation to Hapag-Lloyd.

He further stated that, at the time of loading, some shipping documents including Know Your Customer (KYC), NXP form, CAC certificate, Tax Identification Number (TIN), and Consignee's letter of introduction were still being processed. He also explained that the cargo remained uncleared in the United Kingdom because of the accumulated demurrage charges.

In an effort to salvage the perishable cargo, he proposed a six-month installment payment arrangement to Hapag-Lloyd's UK office. According to him, the proposal was not accepted.

Representing Hapag-Lloyd, Olayemi Adeboyeku, Customer Service Manager, presented the Carrier's timeline as follows:

- October 8, 2025: Shipment booked by Freight Forwarder, Mandela Castle.
- October 11, 2025: Container gated in full at the terminal.
- October 16, 2025: Agent submitted the Electronic Shipping Instruction (eSI).
- November 15, 2025: Verified Gross Mass (VGM) was updated.
- November 17, 2025: Container was loaded onto the vessel Algeciras Express.

She explained that shipment planning commences once the Shipping Instruction (SI) and VGM are received, while physical loading takes place upon receipt of the requisite Customs Release. According to her, TICT provided the Customs notification to Hapag-Lloyd, enabling the Carrier to proceed with the shipment.

On the issue of the outstanding documentation, Adeboyeku clarified that the documents identified by the Complainant were primarily internal KYC requirements, including the Consignee's Tax ID, required for destination invoicing, rather than statutory Customs documents required to export the cargo.

She further stated that the exporter had not paid the applicable local charges for the issuance of the Original Bill of Lading (OBL) or Sea Waybill (SWB) until after the cargo had arrived at its destination. Although a Sea Waybill was eventually issued to facilitate the cargo's release, the Consignee did not complete Customs clearance, resulting in the continued accumulation of destination demurrage.

Representatives of TICT, Lucky Madukwe, Aliga Chikezie, and Foluso Adeeso explained the current Customs export procedure. They stated that, since April 2024, export documentation has been centralized at the Lilypond Export Terminal. Once Customs certifies the relevant documentation, notification is transmitted electronically to the terminal. Adeeso explained that TICT acted on the official Customs notification received and proceeded on the understanding that the applicable regulatory requirements had been satisfied by the Shipper. The terminal subsequently shared the status with the Shipping Line to facilitate vessel planning and cargo operations.

Mrs. Juliana Obiageli Saka, Head, Complaints Unit (Designate), observed that the dispute appeared to have arisen largely from shortcomings in the engagement between the exporter and the Freight Forwarders handling the transaction. She noted that the exporter's instruction to retrieve the container was not communicated to the Shipping Line or Customs in a timely manner. By the time the instruction was received, the terminal had already obtained the Customs Release and the cargo had been planned for loading.

After a careful review of the submissions and relevant documentation, the meeting reached the following resolutions:

1. The Council affirmed that a valid export transaction took place in respect of the 1X20FT, No. UACU3500558, as confirmed by Hapag-Lloyd.
2. The Council found that Hapag-Lloyd acted in accordance with the applicable export procedures based on its receipt of the eSI and VGM from the Shipper's agent and the Customs notification transmitted through TICT.
3. The Council affirmed that the Complainant was not adequately guided by the agents engaged in the transaction. The involvement of multiple third-party Freight Forwarders contributed to communication gaps and uncertainty regarding the status of the shipment.
4. The Council noted that the failure to initiate a Return to Sender (RTS) request at an earlier stage, delays in settling local charges, and the unsuccessful payment arrangement proposed at destination contributed to the accumulation of demurrage.
5. The Council directed Malik Bayero to formally apply to Hapag-Lloyd for consideration of a waiver of the accrued destination demurrage, enabling the Carrier to engage its UK office on the matter.
6. The Council requested Hapag-Lloyd to consider appropriate "soft measures" or a concession on the accrued demurrage to facilitate clearance of the cargo and support legitimate export trade.

The Council concluded by encouraging the exporter, terminal operator, Carrier, and other stakeholders to strengthen their professional relationships, improve communication across the supply chain, and adhere strictly to established maritime and export protocols.

continued from page 10

In response to the allegation, Mrs. Okoye Nwando representing Clarion Shipping West Africa Limited denied having any contractual relationship or privity of contract with the Complainant in respect of the disputed shipment. She also clarified that Clarion had no affiliation with a foreign booking agent identified as "Jessica," stating that the individual was neither an employee nor an authorized representative of Clarion Shipping in China.

Jecmek Divine International Logistics, represented by Sir Canice Okolie, absolved Clarion Shipping of liability and tendered the Master Bill of Lading (MBL) and House Bill of Lading (HBL) as evidence that it was the primary contracting freight forwarder. Sir Okolie explained that its overseas cargo consolidator in China had sought clarification from the factory regarding the shipment arrangement, and the factory confirmed that the goods were intended to be consolidated with other consignments. He added that ex-factory cost adjustments and Customs valuation reassessments by the Nigeria Customs Service contributed significantly to the final invoice.

Addressing the issue, Dr. Bashir Ambi noted that administrative duty-value reassessments by Customs Area Commands, often based on market intelligence and other statutory considerations, are recognized operational realities within the Port sector. However, he stressed that logistics service providers must not misrepresent local cargo revaluations as newly introduced Federal tariff policies, emphasizing the importance of transparency, fair commercial practices, and compliance with industry-standard operating procedures.

Following an exhaustive review of the ocean transport documentation, waybills, booking notes, and submissions from the parties, the meeting observed that a legitimate commercial relationship existed between the Consignee and Jecmek Divine International Logistics; highlighting that a significant communication breakdown between the Consignee, Chinese supplier, and Consolidators over the intended shipment mode FCL or LCL was the primary cause of the financial dispute and subsequent cargo deadlock.

After extensive deliberations, the meeting reached the following resolutions:

1. The Council affirmed that the cargo was processed, manifested, and transported as a Groupage shipment by Jecmek Divine International Logistics.
2. The Council established that a structural communication breakdown occurred between Multi Graphic Advertising Company, its supplier in China, and the logistics consolidators regarding the shipping specifications of the approximately 50 CBM cargo.
3. The Council directed the Complainant, Mr. Shina Amosun, to pay a revised flat sum of ₦19,000,000 to Jecmek Divine International Logistics as full and final settlement of all freight charges, Customs clearance fees, terminal delivery orders, duties, and related logistics costs. The revised amount represents a reduction of ₦8,132,000 from the initial demand of ₦27,132,000. Payment to be made on or before June 25, 2026, with proof of remittance forwarded to the Council.
4. Clarion Shipping West Africa Limited was absolved of liability in relation to the disputed cargo transaction; advised to review and amend its digital and promotional materials to accurately reflect its authorized overseas network, representatives, and global business partners. An updated operational brochure and flyer to be submitted to the Council.
5. The Council urged the company to complete its statutory registration as a Service provider with the Nigerian Shippers' Council.
6. Both parties were encouraged to preserve their commercial relationship by adopting standardized Incoterms and clear, written shipping instructions in future transactions to prevent documentation discrepancies and similar disputes.

COMPLAINTS HANDLING: STAKEHOLDERS APPRECIATE THE COUNCIL

LETTER OF APPRECIATION ON YOUR INTERVENTION OF UNBLOCKING OUR ACCOUNT BY MAERSK NIG

We CHUANGXIN INTERNATIONAL LOGISTICS LTD as shipping forwarder that exported via MAERSK Line booking 213132200 loaded cargo MACHINERY & ACCESSORIES with 2X40HQ containers MSKU8717924/MRKU2068997 which loaded on MAERSK ANTWERP /2325 etd 10th, Aug 2022 and arrived destination Mersin, Turkey at 29th, Sep.2022.

But the Consignee's company went bankrupt, and they could not find a new local buyer to deal with the cargo under this booking. Therefore, we had to submit a Letter of Indemnity (LOI) to MAERSK Line, requesting to abandon the cargo as of November 30, 2022. Without any advance notice, MAERSK later issued a DND import invoice No. 7682896992 directly to us on February 4, 2026, for USD 151,800.00, claiming that Chuangxin must pay the import demurrage for container MSKU8717924 from October 6, 2022, to July 17, 2025. MAERSK also stated that the import demurrage charges for another container, MRKU2068997, should also be paid by us.

MAERSK is now forcing us to pay the above charges and has blocked our account, placed a hold on all our shipments, and withheld the release of our Bills of Lading. They have also stated that our account will remain blocked until these charges are fully paid.

Having reviewed the complaint, the Council directs Maersk that account should be unblocked permanently. And Chuangxin should pay the demurrage accrued between the 6th October, 2022, and the 30th November, 2022, when Chuangxin sent an email to Maersk Nigeria instructing them to abandon the shipment, while Maersk Nigeria bears the remaining liabilities.

We wish to express appreciation and gratitude for your timely, due diligence, and fair play during the mediation held where you instructed that our account that was unjustifiably blocked to be unblocked.

Your professional intervention is highly appreciated.

It is because of your intervention that our company is exonerated from payment of unjustified USD 151, 8000.

Yours faithfully

FOR: **CHUANGXIN INTERNATIONL LOGISTICS LIMITED**

LETTER OF APPRECIATION ON SUCCESSFUL INTERVENTION IN DISPUTE WITH ENL CONSORTIUM

We are writing to express our gratitude and sincere appreciations to the Nigerian Shippers' Council for your timely and effective intervention in the dispute between BUA CEMENT PLC and ENL CONSORTIUM LTD regarding use of new billing rate instead of the old billing rate on Bill of Lading No's: NJM2302LYGLGS123 & NJM2302LYGLGS124.

We experienced significant challenges in getting the terminal to use the old billing rate instead of the new billing rate, as advised by the Nigerian Shippers' Council (NSC) during a meeting involving all stakeholders (Shipping, Terminal, Importers, Agents/Freight Forwarders). Despite all efforts to get ENL to comply with the directives, our efforts proved abortive, in spite of the letters written to them by us, dated 22nd November 2023, 8th March 2024, 13th March 2024, 31st May 2024, 31st May 2024, and 12th July 2024.

However, following our formal complaint to the Council, your team swiftly intervened by inviting both parties, hearing our points and asking the ENL Consortium to comply by using the old billing rate. Through your mediation, it was win-win resolution, resulting in taking delivery of our cargo.

We are particularly impressed by the transparency, professionalism and dedication shown by the staff of the NSC in upholding the rights of shippers and promoting efficiency at the port. This experience has reinforced our confidence in the Council as an effective Port Economic Regulator.

Thanking you for all efforts in reducing the cost of doing business in Nigeria's maritime sector.

Yours truly,

For: BUA CEMENT PLC.

APPRECIATION FOR PROFESSIONAL RESOLUTION OF OUR COMPLAINT AGAINST TINCAN ISLAND CONTAINER TERMINAL LTD

We write to express our sincere gratitude to the Nigerian Shippers Council, particularly the Complaints Unit, for their steadfast support and professional handling of our case against TINCAN ISLAND CONTAINER TERMINAL LTD (TICT) regarding the release of auctioned containers MSDU4177714 and MSDU4816271.

Your department's unwavering commitment and timely intervention ensured the successful resolution of this matter. We deeply appreciate the Council's dedication to protecting the rights of Nigerian shippers.

Thank you once again for your outstanding service.

Yours faithfully,

For: Skamos enterprises Nigeria limited.

LETTER OF APPRECIATION

We appreciate the efforts giving to us by the Complaints team of Shippers Council for the release of our 1X20FT and 2X40FT containers from Nigeria Agricultural Quarantine Service at Apapa Port.

The Complaints team, well organized went to the O/C of Quarantine at ENL to solve the issue.

Moreover, almighty God will give them more knowledge and wisdom to do the work. Amen!

Thanks for your usual co-operation.

Yours faithfully,

For: DONDAMMY GLOBAL INVESTMENT LTD.

LETTER OF APPRECIATION FOR INTERVENTION IN THE RELEASE OF CONTAINER NO. GCXU5818383

I, Navy Commander Attahiru Abubakar (RTD) write on behalf of our company to express our profound appreciation for your timely intervention and professional support which led to the release of our container No. GCXU5818883 from Mainland Bonded Container Terminal, Iddo, Lagos.

Your office's prompt attention to our complaint, fair mediation, and commitment to trade facilitation saved us from prolonged delays and potential loss, given the nature of our business. The cooperation extended by you and your team reflects the high standard of service and integrity for which the Nigeria Shippers Council is known.

We are truly grateful for the role the Public Complaints Department played in ensuring justice and efficiency. Your actions have strength

ened our confidence in the regulatory framework governing shipping and port operations in Nigeria.

Please accept our sincere thanks. We look forward to continued collaboration and assure you of our unalloyed support for your mandate.

Yours faithfully,

For: AGAMA LAFIYA LIVESTOCK FARMS

LETTER OF APPRECIATION

We Sincerely appreciate the verdict on our petition against Hapag-Lloyd Nigeria Limited over their frequent act against us in collecting N5,218,695 over our consignment that they knew was auctioned by Nigeria Customs Service four months after auctioning.

Your judgement compelling Hapag-Lloyd to refund the amount in question was laudable, unbiased, fair and just.

We appreciate, may the Almighty God Continue to raise men and women of honor, integrity and dignity as you are. Amen!

We once again unreservedly say thank you and well done more grease to your elbow.

Yours faithfully,

For: Christiana logistics limited

APPRECIATION FOR YOUR ASSISTANCE IN THE DELAY IN POSITION OF OUR CONTAINER FROM SIFAX TERMINAL AT IJORA.

On behalf of BILAF CARGO SERVICES LIMITED, we wish to express our sincere appreciation to the Nigeria Shippers' Council for your invaluable support and intervention that led to the successful positioning of our delayed container by Sifax.

Thank you once again for your continued support to Shippers and Stakeholders across the country. We look forward to maintaining a positive and collaborative relationship with the Council as we continue our operation.

Please accept the assurance of our highest regards.

Yours faithfully,

For: BILAF CARGO SERVICES LTD.

LETTER OF APPRECIATION FOR THE RELEASE OF CONTAINER NO. OOCU8242779

We write to sincerely appreciate the efforts, interventions, and meetings facilitated by the Nigerian Shippers' Council, which culminated in the resolution of the dispute concerning Container No.OOCU8242779 and the agreement reached by all parties on the outstanding obligations.

We particularly acknowledge the role played by the Council in facilitating dialogue and achieving a mutually acceptable settlement figure. Your intervention greatly assisted in advancing the matter towards resolutions.

However, the implementation of the agreed tripartite arrangement for the settlement of the outstanding demurrage suffered a setback when the transporter obtained a court judgement alleging harassment and infringement of fundamental human rights. In its ruling, the court held that the haulage transaction was a civil matter. A copy of the judgement was subsequently forwarded to both Cosco Shipping and the Complaints Unit of the Nigerian Shippers' Council via email.

Notwithstanding the foregoing developments, we remain committed to settling the outstanding balance of N2,310.535.63 (Two Million Three Hundred Ten Thousand Five Hundred And Thirty-Five Naira, Sixty-Three Kobo Only) in accordance with the agreed terms.

We once again express our sincere gratitude to the Nigerian Shippers Council for its invaluable intervention, support, and commitment towards ensuring a fair resolution of this matter.

Thank you for your continued assistance and cooperation.

Yours faithfully,

For: MICKEY EXCELLENCY NIG LTD.

REQUEST FOR LONGSTANDING PENDING REFUNDS

We refer to the above subject matter.

We wish to inform you that the refund request for the four (4) Bills of Lading dated 2nd April, 2026 has been successfully paid.

On behalf of PRIMLAKS INDUSTRIES LIMITED, we sincerely appreciate your efforts and support in facilitating the processing of this refund. We are grateful for your assistance and cooperation throughout the process.

Thank you once again for your prompt attention to this matter, and we look forward to maintaining our cordial business relationship.

Thank you.

Yours faithfully,

For: PRIMLAKS INDUSTRIES LIMITED.

NOTICE TO ALL STAKEHOLDERS: GRATIFICATION? NO, WE APPRECIATE

The Complaints Unit Staff of Nigerian Shippers' Council have pledged to adhere strictly to our organization's policy of neither asking nor taking gift in the course of resolving Stakeholders' complaints.

Kindly assist us by **NOT** seeking to influence our complaint handlers with your favours. We need only Letter of Appreciation to be forwarded through the Office of the Executive Secretary/Chief Executive Officer, Nigerian Shippers' Council.

However, in a situation where gratification is pressed on the Complaint Handlers, they are to declare it to the Management.

Our passion is to resolve complaints fairly without inducement from Stakeholders. Please, report anyone who engages in unethical conduct. Send an SMS or call; 07035250035,08023021173, 07040955718, 08053030010, whatsapp - 08099858537 or email to: complaints@shipperscouncil.gov.ng

QUOTE ME

I am very satisfied with the professional experience and manner of handling complaints with brilliant returned verdict

- GM, Legal/Claims Dept. Ports & Cargo Handling Services Ltd.