



## Terms for Spot Booking

### 1. Application of terms

1.1 These terms set out the additional conditions, including a mutual two-way commitment on part of Merchant and Carrier, which apply to any booking subject to the Maersk fixed spot rate (“Spot Terms”).

1.2 Notwithstanding the subsequent issuance by us of any bill of lading (whether or not negotiable), waybill or similar transport document (whether issued in paper or electronic form) and any pre-printed portions thereof, the Spot Terms shall apply and be deemed incorporated to the terms for carriage “Terms for Carriage” and the Spot Terms shall to the extent required, logically amend, vary and supplement the Terms for Carriage, but the validity and enforceability of the other provisions of the Terms for Carriage shall remain in full force and not be effected.

1.3 By placing a booking and using any Maersk APIs, on any Maersk online booking platform or any approved third party platforms and irrespective of whether the booking is placed or the offer is requested through an agent or not, the Merchant acknowledges, confirms and accept to be bound by these Spot Terms which are available at: <https://terms.maersk.com/terms-spot-booking> and the API License Terms available at <https://terms.maersk.com/api-license-terms>. The Terms for Carriage can be found at: <https://terms.maersk.com/carriage>.

1.4 It is a condition of any booking under the Spot Terms that you agree and accept that you will be deemed a “Merchant” as defined in the Terms for Carriage and as such will be responsible for all the obligations and liabilities of the shipper, whether disclosed or not. Any subsequent nomination of a shipper or other party in relation to the booking shall be subject to our discretionary acceptance. In nominating a shipper or other party in relation to the booking you warrant that you have authority to legally bind the nominated shipper or other party relating to the booking, as applicable, and, should that not be the case, you will assume full liability and shall indemnify us for any and all loss suffered or cost incurred as a consequence of the absence of such authority.

1.5 The definitions in the Terms for Carriage are adopted and shall have the same meaning in the Spot Terms where used, unless otherwise specified.

1.6 Please note that the Carrier may update, revise and change these Spot Terms at any time without prior notice to the Merchant.

### 2. Rates and charges

2.1 After submitting a booking request and receiving a booking confirmation (“Booking Confirmation” for a spot booking via our online booking system on Maersk.com or through any third-party platforms approved by the Carrier the rates provided in the Booking Confirmation shall not be subject to change, other than as set out below. Rates offered through Maersk Spot may differ compared to rates for the same type of trade offered through other sales channels, such as an offline tariff rate which is likely to involve a salesperson analysing the Merchant's request and the availability of space, before tailoring the rate accordingly.

2.2 The rates provided in the Booking Confirmation are conditional upon on the Merchant uploading shipping instructions to Maersk in accordance with the instructions set out in the Booking Confirmation. If the shipping instructions are not submitted in time or submitted in any other manner, Maersk reserves the right to charge the Merchant additional or different charges to those provided in the Booking Confirmation.



2.3 The rates quoted and provided in the Booking Confirmation are calculated based on the rates, charges, surcharges, fees, adjustment factors (including local ones), rules, exceptions, exclusions and exchange rates applicable to the requested services pursuant to the Carrier's applicable Tariff at the time of booking. The rates will be calculated at the time the Merchant receives the Booking Confirmation. Where in the Booking Confirmation: (i) a rate is reflected in a currency other than USD, and/or (ii) a fee, charge or other amount is reflected in a currency other than the currency it is charged in (i.e. local currency), the Merchant accepts that the amount invoiced may vary due to currency fluctuations. Please note that emergency surcharges and fees for any additional services requested after a booking request has been made may apply.

2.4 Inland rates are quoted on the basis of the net cargo weight as provided and indicated by Merchant in the booking request. In the event the actual net cargo weight is different from the indicated net cargo weight then we reserve the right to change the price. We also reserve the right to decline such booking notwithstanding any issuance of Booking Confirmation, transport documents or receipt of the Goods, if the cargo weight may exceed any regulatory or other restrictions in any applicable country location.

### **3. Equipment**

3.1 Whilst the Booking Confirmation provides indication of the supply, release and pickup of equipment and containers the availability thereof does not apply for:

- 1) Special grade containers, including but not limited to: food/dairy, flexitank and scrap-grade containers;
- 2) Equipment picked up at a different location from the default 'Empty Container Depot' stated in the Booking Confirmation; and / or
- 3) Equipment picked up on a date earlier than the equipment 'Release Date' stated in the Booking Confirmation.

3.2 Some equipment grades shall also be subject to additional charges, details of which can be found on <https://www.maersk.com/local-information> under country specific local information or by contacting the relevant local Maersk office.

3.3 Additional charges may apply if the location for equipment pick up / drop off requested by the Merchant is different from the origin/destination locations stated in the Booking Confirmation.

### **4. DND**

4.1 Applicable detention, demurrage, free time and per diem rates depend on the import and export locations. The applicable detention, demurrage, free time and per diem rates for spot bookings are available [here](#) and shall replace and supersede any separately agreed detention, demurrage, free time and per diem rates. All other terms shall be as per the Terms for Carriage and the Detention and Demurrage terms available at: <https://terms.maersk.com/dnd>

### **5. Payment**

5.1 Please note that some countries may follow different payment terms for certain charges and the Merchant should refer to the local country website <https://www.maersk.com/local-information/> for detailed information on exceptional payment terms which may apply.

## **6. Merchant commitments**

For any CY or SD booking the commitment on part of Merchant is to deliver the containerised Goods for shipment by the Carrier before the cut-off time(s) as indicated in the Booking Confirmation, subject to the conditions of these Spot Terms.

### *Cancellation Fee*

6.1 If the Merchant wishes to cancel shipment of part of or all the containerised Goods set out in the booking (except by combining bookings without impacting on the TEU volume originally booked) after the Booking Confirmation has been issued, then a cancellation notice must be provided by the Merchant to the Carrier no less than seven (7) days before the scheduled estimated time of departure (“ETD”) and the Merchant shall also pay the Carrier a fee per container cancelled (“Cancellation Fee”).

### *No-show Fee*

6.2 If the Merchant does not notify the Carrier of cancellation of part or all containerised Goods in accordance with clause 6.1 above, including giving late notice less than 7 days before scheduled ETD, or otherwise fails to deliver part or all of the containerised Goods for shipment, then the Merchant shall instead pay a no-show fee (“No-show Fee”) which is charged per container.

### *Amendment Fee*

6.3 If a booking amendment is requested by Merchant then this will be subject to

- (i) repricing using the latest rates available on the platform at the time of processing the request; and
- (ii) an Amendment Fee charged per container amended.

Amendments after ETD are not permitted and if the Merchant fails to deliver part or all containerised Goods for shipment, the No-show Fee will apply.

6.4 Notwithstanding the foregoing, if the failure by the Merchant to deliver the Goods is due to Force Majeure then the fees set out in this clause 6 (whichever is applicable), shall not be payable provided the Merchant provides evidence thereof to the satisfaction of the Carrier.

## **7. Carrier commitment**

Carrier’s commitment is to load and ship the containerised Goods as provided in the Booking Confirmation, subject to the conditions of these Spot Terms.

### *Compensation Fee*

7.1 The Carrier shall be liable to pay the Compensation fee, if both of the below conditions are met:

- (1) The Carrier fails to load the containerised Goods on board the original first leg ocean going vessel listed in the Booking Confirmation (if such vessel's departure is delayed or brought forward but the Goods are still loading on board, then the Carrier shall not be deemed to have failed to load the Goods on board the vessel due to the fact that the actual departure is before or after the ETD in the Booking Confirmation); and



(2) For any reason within the Carrier's control, the Carrier loads the containerised Goods onto an alternative vessel that is more than three (3) days before or more than three (3) days after the scheduled ETD as confirmed in the Booking confirmation. The Compensation Fee is subject to any exclusions in this agreement and shall only be payable if:

(i) The Merchant has met the conditions for payment of the booking in full; and

(ii) The Merchant provides written notice to the Carrier of the right to the Compensation Fee within 90 days of the act or omission giving rise to the Carrier's liability to pay the Compensation Fee. The Carrier shall only be liable for one Compensation Fee per container per spot booking.

7.2 For any SD origin service mode bookings, with an inland origin leg arranged by Carrier ("Carrier Haulage) please note that the pick-up time in the Booking Confirmation is an indication only. The Compensation Fee only applies to Carrier Haulage if delay on part of Carrier or its subcontractors performing the Carrier Haulage causes, without any default on part of the Merchant including any non-compliance with waiting/loading time limits, the containerised Goods not to be loaded as provided in 7.2.

7.3 Notwithstanding the foregoing, if the Carrier fails to load and ship the containerised Goods in accordance with its commitments under clause 7 due to either

(i) Force Majeure; or

(ii) Port Omission

then the Compensation Fee shall not be payable, provided the Carrier provides reasonable evidence thereof. For the purpose of these terms 'Port Omission' shall mean the omission of a scheduled call at the relevant port due to operational reasons beyond the reasonable control or anticipation of the Carrier.

7.4 Further, the Compensation Fee shall not be payable by the Carrier if it becomes payable due to any default or breach of these terms or the Maersk Terms of Carriage on part of the Merchant, including but not limited to:

(i) late or non-provision of documents or incorrect declarations;

(ii) late gate-in of the Goods; or

(iii) containerised Goods not in compliance with weight restrictions or limitations.

## **8. Rollable**

8.1 Upon choosing the Rollable option on Maersk Spot, should the containerised Goods not be loaded, either onboard the original vessel/voyage or onboard an alternative vessel (chosen at Carrier's discretion) within three (3) days earlier or after the scheduled ETD as confirmed in the Booking Confirmation, then the Carrier shall pay the Compensation Fee as set out in the link in clause 9.1 per container not so loaded, without the Merchant having to comply with the requirement set out in clause 6.4 (ii).

8.2 Notwithstanding the foregoing, if the failure by the Carrier to ship the Goods as aforementioned in clause 7.1 is due to either (i) Force Majeure; or (ii) Port Omission, then the Compensation Fee shall not be payable, provided that the Carrier provides reasonable evidence thereof.

## **9. Fees and Charges**

9.1 The current fees and charges are available [here](#).

## **10. Exclusions**

### *Force Majeure*

10.1 Notwithstanding the foregoing, where the performance of a Party in whole or in part is prevented by an event of Force Majeure, meaning any circumstances beyond the reasonable control of a Party which, by the exercise of due diligence, such Party is unable to provide against, such as but not limited to war (whether declared or not), warlike or belligerent acts or operations, hostilities or the imminence thereof, act of public enemies, terrorism or terrorist acts, restraint of princes, rulers or people, compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban, epidemic, port congestion which is reasonably anticipated to incur delay of 48 hours or more, act of God, strikes, lockouts, labor disputes, stoppages or unrest (whether or not involving the employees of the affected Party), accidents, invasion, rebellion or sabotage, train wagon disconnected, train cancelled by rail company, full inland terminal/port and unloading of train delayed, lack of labour to unload the train, or any other events whatsoever beyond the reasonable control of the affected Party, the performance of this Agreement by the affected Party, to the extent of the Force Majeure event and no more, shall be suspended without penalty or liability on the part of the affected Party (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued up to the date of suspension.

10.2 Upon the occurrence of an event of Force Majeure the Party seeking to rely upon it shall as soon as reasonably practicable after the occurrence of the event, but in any event within 24 hours, give notice to the other Party specifying the nature of the Force Majeure event and its effect upon the obligations under the relevant booking.

10.3 Any Party claiming an event of Force Majeure shall take all reasonable steps to minimise the consequences of such event on the performance of their material obligations under the booking.

## **11. Miscellaneous**

11.1 All changes requested by the Merchant after Booking Confirmation has been issued are subject to and conditional upon: (i) available space, (ii) approval by the Carrier and (iii) payment of all applicable Freight.

11.2 The Merchant warrants that the shipment does not include refrigerated goods, or hazardous goods, and that all information provided to the Carrier is complete and accurate.

11.3 If the Contracting is done on Twill Platform then the terms and conditions as set out herein shall be valid for the Service Contract up to the period as agreed during the time of contracting through the Twill platform. The Contract term as appearing on the Twill platform shall be enforceable as the term of the Service Contract, after which, this Service Contract shall cease to operate.

**Schedule 1: Booking Cancellation and Amendment Details**

Sr. No.	Booking Amendment	Description	Fee Details
1	Cancellation  (part including inland leg or all)	If the Merchant wishes to cancel shipment of part of or all the Goods (except by combining bookings without impacting on the TEU volume originally booked) after the booking confirmation has been issued, then a cancellation notice must be provided by the Merchant to the Carrier no less than seven (7) days before the scheduled estimated time of departure (“ETD”) and the Merchant shall pay the Carrier a fee per container cancelled.	Cancellation Fee applies.
2	No Show  (part or all)	If the Merchant fails to notify the Carrier of cancellation of part or all Goods in accordance with clause 9 or fails to deliver part or all of the Goods for shipment, then the Merchant shall instead pay a no-show fee (“No-show Fee”).	No show Fee applies.
3	Change of Destination (COD) Pre-gate in	Merchant requests to amend the destination/delivery before a container is gated in at the port of origin	Subject to repricing for ocean and inland  Amendment Fee applies, only applicable for ocean leg change
4	Change of Destination (COD) Post-gate in	Merchant requests to amend the destination/delivery after a container is gated in at the port of origin	Subject to repricing.  COD Fee applies.  DIT follows COD on water process
5	Change of Origin (COO)	Merchant requests change of origin to an origin available in Spot Booking platform.	Subject to repricing for ocean and inland  Amendment Fee applies, only applicable for ocean leg change
6	Change of Vessel (COV)	Merchant requests to change shipment to a different vessel/voyage than the one on the original booking confirmation.	Subject to repricing.

			<p>Amendment Fee applies.</p> <p>DIT follows COD on water process</p>
7	Equipment amendment	Merchant requests change to equipment size/type	<p>Subject to repricing of the amended equipment,</p> <p>and</p> <p>Cancellation Fee applies if the change is provided seven (7) days or more prior to Estimated Time of Departure.</p> <p>No Show Fee applies if the change is provided less than seven (7) days prior to Estimated Date of Departure.</p>
8	Equipment addition or amendment resulting in booking total TEU unchanged, or increasing	Merchant requests to add same size/type equipment, or to change equipment size/type which as a result doesn't change, or increases the booking total TEU	Subject to repricing of the amended and/or added equipment.

Corresponding Terms & Conditions from Schedule 1	Change item	Amendment Fee Application	Cancellation/No Show Fee Application	Reprice of ocean freight
1	Booking cancellation =>7 days before ETD	N/A	Y (cancellation fee)	N/A
2	Booking cancellation <7 days before ETD	N/A	Y (no show fee)	N/A
3	Change POD (pre-gate in)	Y	N/A	Y
4	Change POD (post-gate in, COD applied)	N/A	N/A	Y
5	Change POL	Y (only when ocean leg change)	N/A	Y
6	Change vessel voyage	Y	N/A	Y
7	Change EQU type 20' to 40'	N/A	N/A	Y
7	Change EQU type 40GP to 40HC	N/A	N/A	Y
7	Change EQU type 45HC to 40HC	N/A	N/A	Y
7	Change EQU type 40' to 20'	N/A	Y (0.5 FFE cancellation fee or no show fee)	Y



Additional	Change parties (e.g. consignee, notify party etc)	N/A	N/A	N/A
Additional	Change commodity name	N/A	N/A	N/A
Additional	Change HS code	N/A	N/A	N/A
Additional	Change inland haulage or barge without changing mother vessel or feeder	N/A	N/A	N/A
Additional	Cancel origin SD haulage (if no change on the ocean leg)	N/A	N/A	N/A
Additional	Purchasing VAS (e.g. customs house brokerage and value protect etc) after receiving booking confirmation	N/A	N/A	N/A