



## Maersk ReeferSURE Terms

A Reference to “the Terms” or “these Terms” or “ReeferSURE Terms” is a reference to these Maersk Contract ReeferSURE Terms 2022.

Where we refer to “you” or to “the Shipper”, we are referring to the party entering into these Terms with the Carrier. The Shipper and the Carrier are referred to jointly as “the Parties” in these Terms, and may be separately referred to as a “Party”.

### **DEFINED TERMS:**

The below terms have the following specific meanings in these Terms:

“**Carrier’s Affiliate**”- A Carrier’s Affiliate is a company in the same group-ownership as the Carrier.

“**Booking Confirmation**” – The Booking Confirmation is the confirmation received by the Shipper after submitting a booking request to the Carrier in respect of a cargo or cargoes to be carried pursuant to these Terms.

“**Carrier**” – The Carrier is the carrier named in the Contract Output.

“**Contract Output**” – The Contract Output is the Shipper’s commercial agreement with the Carrier. The Contract Output includes a confirmation letter, and a rate sheet agreed between the Carrier and the Shipper.

“**Floating Contract Rates**” – Floating Contract Rates are the rates contained in the rate sheet that is sent each month to the Shipper by the Carrier.

“**Goods**” – Goods means the whole or any part of the cargo and packaging accepted from the Shipper.

### **1. CARRIER’S TERMS FOR SERVICE AND CARRIAGE**

1.1. The Carrier’s service contract terms available at <https://terms.maersk.com/service> (“**Service Contract Terms**”) are incorporated herein to the extent compatible with this agreement,

1.2 In the event of conflict, the order of precedence for construing these Terms shall be as follows:

- i. the Contract Output;
- ii. these ReeferSURE Terms; and
- iii. the Service Contract Terms.

1.3 Any carriage of any Goods arising out of or in connection with these Terms shall be subject to the Carrier’s terms for carriage available at <https://terms.maersk.com/carriage> (“**Terms for Carriage**”) or otherwise obtainable from the Carrier.

1.4 It may be necessary for the Contract Output and these Terms to be filed with the United States Federal Maritime Commission (the “**FMC**”). If the Carrier, in the Carrier’s sole discretion, considers that it is necessary for the Contract Output and these Terms to be filed with the FMC, Schedule 2 shall apply. If Schedule 2 applies, it shall override anything else in these Terms where there is a conflict.

## 2. DURATION AND SCOPE

2.1 These ReeferSURE Terms shall come into effect on the commencement date as stated in the Contract Output (“**Commencement Date**”) and shall expire on the expiration date as stated in the Contract Output (“**Expiration Date**”) (the “**Term**”), unless terminated earlier in accordance with these Terms.

2.2 The Shipper’s and the Carrier’s respective commitments under these ReeferSURE Terms shall only apply for the scope stated in this Clause 2 and the Contract Output.

(A) The Carrier’s commitments stated under these ReeferSURE Terms only apply to transport via ocean (container yard to container yard/CY-CY). All transport modes other than ocean such as rail, road, air and/or barge are excluded from the scope of these ReeferSURE Terms.

(B) The commitments and promises stated under these ReeferSURE Terms shall not apply to any bookings related to Dry Cargoes.

2.3 Without prejudice to the requirements stated under Clause 21 of the Terms for Carriage, when tendering dangerous and/or hazardous goods for carriage, the Shipper or its affiliates shall provide all requisite documentation and declare to the Carrier the nature of the danger and indicate, if necessary, the precautions to be taken. Carriage of dangerous and/or hazardous goods shall be at the Carrier’s sole discretion. The commitments and promises stated under these ReeferSURE Terms shall not apply to any bookings of dangerous and/or hazardous goods unless the Carrier has full knowledge of the dangerous and/or hazardous goods and such shipments are accepted by the Carrier for carriage.

## 3. SHIPPER'S FORECAST OF VOLUME

3.1 The Shipper forecasts a shipment of minimum quantity per origin port of Forty Foot Equivalent Units (“**FFEs**”) across the entirety of the Term (the “**Total Nomination**”).

3.2 The Shipper additionally forecasts shipments on a weekly or a monthly basis, as outlined in the Contract Output. The Carrier shall take those weekly or monthly forecasts and provide the Shipper with a weekly volume nomination (the “**Weekly Volume Nomination**”). Where the Weekly Volume Nomination is derived from the Shipper’s monthly forecasts, the Carrier shall seek to derive the Weekly Volume Nomination by pro-rating the relevant monthly forecasts (or, if a particular week falls across two months, pro-rating each day within that week).

### Example

The Shipper has provided a Total Nomination from Guayaquil to Rotterdam of 3900 FFEs.

The term is: 52 Weeks.

The Shipper has additionally provided that for the first six months, the forecast is for 433FFE’s per month, and for the second six months, the forecast is for 217FFE’s per month.

In such a contract, the Weekly Volume Nomination in Guayaquil would be:

- Weeks 1 – 26 = 100 FFEs/week
- Weeks 27 – 52 = 50 FFEs/week

#### 4. SHIPPER'S AND CARRIER'S COMMITMENTS

4.1 The Shipper's and the Carrier's commitments prior to the scheduled Estimated Date of Departure ("ETD") as confirmed in the initial Booking Confirmation, are set out in the below table:

	Shipper	Carrier
<b>Greater than (<math>\geq</math>) five (5) days prior to the ETD</b>	<b>Weekly Volume Nomination</b>	<b>Weekly Equipment Inventory</b>
	The Weekly Volume Nomination is provided at the time of contracting and is a non-binding indication of weekly shipments that the Shipper may tender for carriage with the Carrier at the contracted rates.	The Carrier will provide sufficient unplugged refrigerated containers and allocation, at the contracted rates agreed, for the Weekly Volume Nomination (" <b>Weekly Equipment Inventory</b> ").
	The Shipper may book shipments at any time before five (5) calendar days in advance of the ETD (" <b>Booked Volume</b> "). Booked Volume can be lesser than or equal to the Weekly Volume Nomination.	
	<b>Additional Weekly Volume</b>	<b>Additional Weekly Equipment Inventory</b>
<b>Greater than (<math>\geq</math>) five (5) days prior to the ETD</b>	Any excess volume over and above the Weekly Volume Nomination (" <b>Additional Volume</b> ") is subject to the Carrier's acceptance.	The Carrier may in its sole discretion, accept any Additional Volume at Floating Contract Rates.  The Shipper agrees (and in each instance where the Shipper seeks Additional Volume shall be deemed to have agreed) that the Floating Contract Rates shall apply to any Additional Volume. The act of concluding the booking for any Additional Volume shall be the Shipper's acceptance of the prevailing rates.
<b>Less than or equal to (<math>&lt;</math>)</b>	<b>Weekly Volume Commitment</b>	<b>Weekly Equipment and Space Commitment</b>

<p><b>five (5) days prior to the ETD</b></p>	<p>The Booked Volume and Additional Volume (if accepted by the Carrier) becomes the Shipper's weekly volume commitment ("<b>Weekly Volume Commitment</b>" or "<b>WVC</b>").</p> <p>The Shipper's non-compliance with the WVC is subject to the fees set out in Clause 5.</p>	<p>The Carrier shall be bound to provide unplugged empty refrigerated containers and vessel space sufficient to carry the Weekly Volume Commitment.</p> <p>The Carrier's non-compliance with its space and equipment commitment is subject to the Compensation Fee set out in Clause 6.1.</p>
		<p>The Carrier shall be free to release the unused Weekly Equipment Inventory in case where:</p> <p>(i) the WVC is less than the Weekly Volume Nomination; or</p> <p>(ii) the booked but not tendered volume is less than the WVC.</p> <p>Any booked volume after release of unused Weekly Equipment Inventory, shall be subject to:</p> <p>(i) availability of space and equipment; and</p> <p>(ii) the Floating Contract Rates.</p> <p>Any requests to book volume after release of unused Weekly Equipment Inventory will be considered as acceptance of the Floating Contract Rates and the Shipper will be deemed to have accepted the same by proceeding with the booking.</p>

4.2 For purposes of WVC calculations, the following equivalencies shall apply:

<u>20</u>	<u>40 HC</u>
0.5 FFE	1 FFE

HC means high cube containers.

4.3 The weekly calculation is based on the Proforma Departure Date and not on the calendar weeks.

4.4 If the Carrier and Shipper have agreed in writing to specific freetime, detention and demurrage terms to govern the applicable freetime, detention and demurrage for bookings made under these Terms, then



such agreement shall apply to these Terms and shall be incorporated into these Terms. Such agreement must be clearly described and must have the clear and unequivocal written acceptance of the Carrier.

To the extent that they are not inconsistent with any such separate agreement, the following terms shall apply:

- (a) the Carrier's terms for detention and demurrage available at <https://terms.maersk.com/dnd>.
- (b) the relevant freetime as stipulated in the Tariff. Local information relevant to a specific area shall be available at: <https://www.maersk.com/local-information>

4.5 If the Carrier and Shipper have agreed in writing to specific credit terms to govern credit periods applicable to the bookings made under these Terms, then such specific credit periods shall apply to these Terms and shall be incorporated into these Terms.

#### 4.6 *Carrier's Service Promise:*

Unless agreed otherwise in writing, cargoes booked pursuant to these Terms shall be subject to the Carrier's "Load as Booked Promise".

## 5. DAMAGES FOR SHIPPER'S NON-PERFORMANCE

5.1 In accordance with the WVC, Shipper must tender the Goods for shipment by the Carrier before the cut-off time(s) as indicated in the Booking Confirmation.

#### 5.2 *Cancellation Fee*

If the Shipper notifies the Carrier that they wish to cancel the carriage of part of or all of the Goods to be carried under a shipment arising under these Terms any time after 5 days prior to the ETD, then the Shipper shall pay the Carrier a fee of USD 400 per container cancelled ("**Cancellation Fee**"). Notwithstanding the foregoing, for any bookings made after release of unused Weekly Equipment Inventory on the Floating Contract Rates will only be subject to Cancellation Fee if cancellation is made later than 24 hours after the Booking Confirmation is issued.

#### 5.3 *No-show Fee*

If the Shipper does not notify the Carrier of cancellation of part or all of the shipment in accordance with Clause 5.2 above, or otherwise fails to deliver part or all of the shipment for carriage out of the WVC any time after 5 days prior to the ETD, then the Shipper shall pay a no-show fee of USD 400 per container ("**No-show Fee**").

#### 5.4 *Amendment Fee*

If any booking amendment as set out under Schedule I to these Terms is requested by the Shipper any time after five (5) days prior to the ETD, then such amendment shall be subject to a fee of USD 400 per container ("**Amendment Fee**"). Notwithstanding the foregoing, the bookings made after release of unused Weekly Equipment Inventory on the Floating Contract Rates will only be subject to the Amendment Fee if the change(s) are made later than twenty-four (24) hours after the Booking Confirmation is issued.

5.5 Subject to Clause 6.3, in case Carrier fails to make available the equipment or space agreed and indicated in the Booking Confirmation or a suitable alternative, the Shipper shall not be liable for any Cancellation Fee and/or No-show Fee for such shipments.

5.6 Notwithstanding the foregoing, if the failure by the Shipper to tender the Goods is due to:

- i. Any Force Majeure event, the term "**Force Majeure**" as used herein shall mean any and all events beyond the reasonable control of a Party including, without limitation; strikes, work stoppages, lockouts or circumstances arising from the threat thereof, acts of God, states or a public enemy, terrorism, cyber-attack, war, hostilities, riots, civil disorder, insurrection, embargo, unforeseen pandemics, governmental actions (whether informal or formal government acts) or other similar disruptions or interference with trade, marine disaster, fire and or other casualty; or
- ii. the vessel or alternative vessel not being available due to blank sailing. Blank sailing as used herein shall mean the term as accepted broadly in shipping services.

then the Shipper shall not be liable to pay any fee(s) set out in this Clause 5, subject to the Shipper providing evidence(s) thereof to the satisfaction of the Carrier.

## 6. THE CARRIER'S EQUIPMENT, LOADING AND DELIVERY COMMITMENT

### 6.1 The Carrier's Equipment and Delivery Commitments:

	Standard Delivery Promise	Standard Load as Booked Promise
<b>Applicability</b>	Applies to volume within WVC.	
<b>Promise</b>	The Carrier commits that the vessel arrival time at final discharge port shall be no later than three (3) days after the scheduled Estimated Date of Arrival ("ETA") as booked and confirmed in the initial Booking Confirmation.	The Carrier commits to load the tendered volume onboard the original first leg ocean going vessel listed in the initial Booking Confirmation.  In the event the Carrier chooses to load the tendered volume on an alternative vessel, then the Carrier shall load the tendered volume onboard an alternative vessel no earlier or later than three (3) days after the scheduled ETD as confirmed in the initial Booking Confirmation.
<b>Port Pair(s)</b>	The applicable port pairs where the Standard Delivery Promise is available can be found <a href="#">here</a> . These port pair(s) are subject to review on a monthly validity basis. The validity of the port pair(s) is limited to shipments for which the ETD falls within the relevant validity period.  For example, Ecuador-Rotterdam is on Standard Delivery Promise for 1 January to 31 January and it applies to the shipments for which the ETD falls under this period.	The Load as Booked Promise is available for all port pair(s).

	<p>Where the Shipper books the Standard Delivery Promise but the selected port pair(s) is not listed for Standard Delivery Promise then the Load as Booked Promise will apply.</p>	
<p><b>Exception</b></p>	<p>In the event that the Shipper requests any changes in the confirmed initial booking, the scheduled ETA (Standard Delivery Promise) or ETD (Standard Load as Booked Promise) in the subsequent revised Booking Confirmation will apply in those cases. The Carrier's commitment shall automatically extend as per the rescheduled ETA or ETD in such subsequent revised Booking Confirmation.</p> <p>In the event the Carrier initiates any service changes resulting in a revised ETA or ETD then the original scheduled ETA or ETD as confirmed in the initial Booking Confirmation shall nevertheless apply.</p>	
<p><b>Equipment Availability</b></p>	<p>Subject to Clause 6.3, the Carrier agrees to provide the unplugged empty refrigerated containers agreed and indicated in the Booking Confirmation or suitable alternative to the Shipper.</p> <p>The Carrier shall be required to provide the equipment to the Shipper:</p> <ul style="list-style-type: none"> <li>i. on a date not before the date of pick-up listed on the relevant Booking Confirmation; and</li> <li>ii. provided that there are not more than five (5) days before the ETD as stated in the Booking Confirmation.</li> </ul>	
<p><b>Equipment Guarantee</b></p>	<p>The Carrier agrees to provide the equipment agreed and indicated in the Booking Confirmation or suitable alternatives to the Shipper. This equipment shall be fit for purpose, clean and will be in conformity with a PTI inspection.</p> <p>When the equipment is laden and in the actual or constructive possession of the Carrier, the Carrier agrees exercise a reasonable degree of care and skill to maintain the condition of the equipment agreed and indicated in the Booking Confirmation when the equipment is laden.</p>	
<p><b>Compensation Fee</b></p>	<p>Subject to Clause 6.2, the Carrier shall pay USD 400 per container ("<b>Compensation Fee</b>"), if the Carrier fails to comply with delivery, loading or equipment (as the case may be) commitments, provided always that the Carrier shall only be liable to pay the Compensation Fee once per FFE booked, even where the Carrier fails to comply with some or all of the delivery, loading and equipment promises.</p> <p>This includes the Carrier's failure to provide equipment or the vessel space which may result in non-compliance with delivery or loading commitments.</p>	

6.2 Notwithstanding the foregoing, the commitments set out under Clause 6.1 shall not apply in the below cases:



- i. late or non-provision of documents or incorrect declarations by Shipper;
- ii. late gate-in of the Goods;
- iii. Goods not in compliance with measurement restrictions including weight restrictions or limitations;
- iv. any default or breach of these ReeferSURE Terms or any other terms incorporated in these Terms on part of the Shipper or anyone acting on behalf of Shipper which may result or create any hindrance in compliance with the Carrier's commitment stated herein;
- v. any Force Majeure event; or
- vi. any Port Omission, the term "**Port Omission**" shall mean the omission of a scheduled call at any relevant port affecting the voyage due to operational reasons beyond the reasonable control or anticipation of the Carrier.

6.3(A) As a part of the Carrier's commitments, the Carrier shall provide the equipment agreed and indicated in the Booking Confirmation or a suitable alternative. Excluded from this guaranteed commitment are:

- i. Special grade refrigerated containers, including: 40 CARF, 40 CASC, 40 CARP (Controlled Atmosphere containers) 40 MGRF (Magnum refrigerated container), 40 SFRF (super freezer container) , 40 SORT (sortie containers), 40 STUF (stuffie container), or any other special grade refrigerated containers;
- ii. Gen Sets;
- iii. Equipment picked up at a different location from the default 'Empty Container Depot' stated in the Booking Confirmation; and / or
- iv. Equipment picked up on a date earlier than the equipment 'Release Date' stated in the Booking Confirmation.

6.3(B) 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 Carrier office.

6.3(C) Additional charges may apply if the location for equipment pick up / drop off requested by the Shipper is different from the origin/destination locations stated in the Booking Confirmation.

## **7. DAMAGES FOR THE CARRIER'S NON-PERFORMANCE**

7.1 The Shipper hereby explicitly agrees and accepts that the Compensation Fee stated under Clause 6.1 above shall constitute its sole and exclusive remedy for Carrier's failure meet its commitments stated under these ReeferSURE Terms.

7.2 Notwithstanding any other provision to the contrary in these ReeferSURE Terms or any separate agreement between Shipper and Carrier, Carrier shall in no event be liable to the Shipper for:

- (a) any special, consequential, indirect losses;
- (b) any lost profits, lost sales, loss of reputation, loss of market share, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill and lost opportunity costs, or any other similar losses; or



- (c) any multiple, exemplary, liquidated or punitive and/or other extraordinary damage suffered by the Shipper.

7.3 The limitation at Clause 7.2 shall apply regardless of the form of action, whether the damages or other relief sought are based on breach of warranty, breach of contract, tort (including negligence), strict product liability or any other legal or equitable theory, even if the Carrier has been advised of the possibilities of such damages. The prohibition of the foregoing types of damages shall also apply whether the damages are characterized as "contract damages", "tort damages" or otherwise.

## **8. REVIEW, INVOICING AND PAYMENT**

8.1 The Carrier shall conduct a quarterly review of performance under these ReeferSURE Terms in order to ascertain the liabilities of each Party.

8.2 Following the quarterly review, an invoice will be generated pursuant to these Terms. That invoice will be subject to the invoice procedure stated below:

- i. Invoices generated pursuant to Clause 5 will be issued quarterly in arrears by the Carrier to the Shipper. The invoiced amount will be the total amount of Cancellation Fee, No-Show Fee and Amendment Fee payable by Shipper minus the total Compensation Fee payable by Carrier, if any.
- ii. The Carrier shall follow a self-billing process and shall issue a credit note in the name of the Shipper in case where the amount of any Compensation Fees payable by Carrier is more than the total amount of: (i) any Cancellation Fees; (ii) any No-Show Fees; and (iii) any Amendment Fees, payable by the Shipper during any quarter.
- iii. The Shipper is not entitled under these Terms to claim any credit from the Carrier until the credit note is issued in the Shipper's favor after the quarterly review.
- iv. The Carrier shall not be required to issue a credit note in circumstances where the Shipper has overdue outstanding amounts that are more than 10% of the total outstanding amount from the Shipper to the Carrier. For the purposes of this sub-clause, an "*overdue outstanding amount*" is an amount owed to the Carrier in respect of any agreement between the Carrier and the Shipper that is outstanding beyond the credit period specified by the Carrier to the Shipper for payment of such amounts. For this sub-clause, the "*total outstanding amount*" is the total amount owed from Shipper to the Carrier in respect of all agreements between the Carrier and Shipper including any amounts that will become due to the Carrier, but which are currently within the credit period specified by the Carrier to the Shipper for payment of such amounts.
- v. The Carrier shall endeavour to provide the invoice under this Clause 8.2 within a period of one month after the end of the relevant calendar quarter. Failure to provide the invoice within that time shall not render the invoice invalid or otherwise affect the Carrier's ability to recover the fees incurred.

8.3 If the Shipper believes that there is any discrepancy in an invoice, the Shipper must give notice along with justification within seven (7) days from the date of the invoice. All invoices shall be deemed to be valid and undisputed in case where Shipper fails to raise a dispute within the seven (7) days' period.

8.4 Shipper shall make the payment as per the Credit Agreement between the Parties.

8.5 All associated cost of tax or any other mandatory charges, fines, penalty, fees etc. as required by law or regulation will be borne by the Party legally liable to pay cost of tax or any other mandatory charges, fines, penalty, fees etc.

8.6 The invoices generated pursuant to Clause 5 will be issued as per the details mentioned on the invoice. The Shipper shall wire transfer the amount invoiced to the bank account stated on the invoice.

## **9. FAILURE IN PAYMENT OF INVOICES**

The Shipper undertakes to settle all payments in accordance with the terms of any credit agreement between the Shipper and the Carrier. In the event that the Shipper does not settle outstanding amounts accordingly, the Carrier reserves the right to take any or all of the following actions.

- i. withhold original documents including transport documents and/ or cargo until all outstanding amount under these ReeferSURE Terms, including collection and reminder fees and expenses, are settled;
- ii. suspend or terminate the provision of credit and/or immediately withdraw from or terminate any and all the legal transaction(s) existing with Shipper including but not limited to these ReeferSURE Terms and also cancel any negotiations with the Shipper without any condition;
- iii. suspend or terminate any benefit and/or privilege whatsoever provided to the Shipper under these ReeferSURE Terms and/or any other transaction with the Carrier or with any Carrier's Affiliate;
- iv. exercise any applicable right of lien over any cargo and stop providing or arranging services;
- v. apply with a prior notice a fixed charge and/or an appropriate interest as authorized under applicable law on the outstanding overdue amounts; or
- vi. commence collection proceedings whereby any expenses and fees incurred in collecting overdue amounts are to be covered by the Shipper.

## **10. SCHEDULE/SERVICE PATTERN CHANGES**

The provision of the services from or to the origins/destinations set forth in the Contract Output and/or [here](#) is subject to changes in the Carrier's schedule/service patterns. Should the Carrier for any reason discontinue service to/from any origin/destination referenced in the Contract Output and/or [here](#), it shall not be required to continue to carry the Goods, whether within the WVC or not, from or to such origin/destination. In such event, the Shipper and the Carrier shall negotiate in good faith regarding an amendment to these ReeferSURE Terms reflecting the change in service. If the Parties are unable to reach agreement on such amendment within thirty (30) days from such service change, then either Party may terminate the agreement set out in the Contract Output and these Terms.

## **11. TERMINATION**

11.1 After carriage of at least 1 FFE, the agreement set out in the Contract Output and these Terms may be terminated at any time during the Term by mutual agreement in writing between the Parties.

11.2 If either the Shipper or the Carrier becomes insolvent, enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or a substantial part of its assets or enters into an arrangement with its creditors or takes or suffers similar action the other Party may terminate the agreement set out in the Contract Output and these Terms immediately.

11.3 The termination rights provided for in this Clause 11 are without prejudice to the accrued rights and liabilities of the Parties at termination, which shall not be affected by termination.

11.4 The Parties may terminate otherwise as expressed in these Terms, including without limitation as provided for at Clause 9(ii) and Clause 10.

## 12. ENTIRE AGREEMENT

Notwithstanding anything else to the contrary, these ReeferSURE Terms, including the Contract Output and any other terms incorporated into these Terms or prescribed by these Terms to apply to any booking made under these Terms, represent the entire agreement between the Parties pertaining to the subject matter contained in these ReeferSURE Terms. These ReeferSURE Terms supersedes all prior agreements, representations, and understandings of the Parties pertaining to the subject matter. It is agreed by the Parties that the Carrier may update, revise and change these ReeferSURE Terms by way of public notice or any other way informing the Shipper.

## 13. WAIVER

Any failure by either Party in exercising any right, power or privilege under these ReeferSURE Terms shall not constitute a waiver, nor shall any single or partial exercise preclude any further exercise of any such right, power or privilege.

## 14. LAW AND JURISDICTION

These ReeferSURE Terms shall be governed by and construed in accordance with English law and any contractual or non-contractual dispute arising shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association Terms current at the time of commencement of arbitration proceedings.

## SCHEDULE 1: BOOKING AMENDMENT DETAILS

Sr. No.	Booking Amendment/Cancellation	Description	Fee Details
1	Change of Destination (COD) Pre-gate in	The Shipper 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
2	Change of Destination (COD) Post-gate in	The Shipper requests to amend the destination/delivery after a container is gated in at the port of origin	Subject to repricing.  Amendment Fee Applies  DIT follows COD on water process

3	Change of Origin (COO)	The Shipper requests change of origin to an origin stated at the time of contracting.	Subject to repricing for ocean and inland  Amendment Fee applies
4	Change of Vessel (COV)	The Shipper requests to change shipment to a different vessel/voyage than the one on the initial Booking Confirmation.	Subject to repricing.  Amendment Fee applies.  DIT follows COD on water process
5	Equipment amendment	The Shipper requests change to equipment size/type.	Subject to repricing of the amended equipment,  Amendment Fee applies.
6	Equipment addition or amendment resulting in booking total FFE unchanged, or increasing	The Shipper 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 FFE	Subject to repricing of the amended and/or added equipment.

## **SCHEDULE 2: FMC TERMS**

1. It may be necessary for the Contract Output and these Terms to be filed with the United States Federal Maritime Commission (the "FMC"). If the Carrier, in the Carrier's sole discretion, considers that it is necessary for the Contract Output and these Terms to be filed with the FMC, the following terms of this SCHEDULE 2 shall apply. If the Carrier does not determine that a filing with the FMC is necessary, the remainder of this SCHEDULE 2 shall not apply.

### *Minimum Cargo Quantity*

2. Notwithstanding anything to the contrary in these Terms, you shall be obliged to tender for carriage and the Carrier shall be obliged to accept and carry a minimum cargo quantity of 1 FFE under these Terms.

### *Effective date of these Terms*

3. If, for any reason whatsoever, the Contract Output and these Terms (including, if there is an amendment agreed by you and the Carrier to these Terms or the Contract Output, any amendment) are not filed with the FMC and validated by the FMC, the Carrier reserves the right to terminate the Contract



Output and these Terms, effective immediately. These Terms and the Contract Output shall automatically terminate if they are not filed with the FMC in accordance with FMC guidelines.

*Documents supporting performance*

4. Any of the following may constitute records supporting performance of these Terms and the Contract Output and may be shared with the FMC if requested:

4.1 Any Transport Document;

4.2 Any manifest data;

4.3 Any electronic data processing reports;

4.4 Any statements prepared by you relating to the cargo shipped under these Terms, the Contract Output or any booking made pursuant to these Terms and the Contract Output; and

4.5 Any written communications issued by Carrier regarding any of the above.

*46 CFR 530.15*

5. The address, telephone number and title of the Carrier representative who will respond to a request made pursuant to 46 CFR, 530.15 is provided in the Contract Output.

*Law and Jurisdiction for FMC contracts*

6. These Terms shall be subject to the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and shall otherwise be construed and governed exclusively by the laws of the State of New York without regard to principles of conflicts or choice of law. Any provision to the contrary (including Clause 10 of these Terms) shall be disregarded.

7. In case of a dispute arising under or relating to the Contract Output or these Terms, where this Schedule 1 applies and other than disputes related to the payment of freight, which shall be handled pursuant to the law and jurisdiction clause in the Carrier's or Carrier's Affiliate's Transport Document, you and the Carrier each agree to submit the matter under dispute to arbitration in the City of New York. Either you or the Carrier may call for arbitration by giving notice to the other party's notice address set out in these Terms. The arbitration shall be before a single arbitrator to be appointed on the mutual agreement of both you and the Carrier. If you and the Carrier are unable to agree on a sole arbitrator within 30 days after notice of the dispute, either party may apply to the President of the Society of Maritime Arbitrators, Inc. ("SMA") at New York for the appointment of the arbitrator, and the SMA President shall select the arbitrator from the SMA roster of members.

8. The decision of the arbitrator shall be binding on the parties. The arbitration shall be held under and pursuant to the terms and procedures of the United States Arbitration Act and in accordance with the rules of the SMA. The award made in pursuance to this Section may include attorney's fees and expenses and judgment may be entered upon any award hereunder in a court of competent jurisdiction. The failure to proceed with any dispute in accordance with this arbitration clause shall constitute a breach of this Contract and all costs, expenses and fees, including attorney fees, incurred in enforcing compliance with the arbitration clause shall be fully recoverable in the arbitration.



9. These Terms may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement, and all signatures need not appear on any one counterpart.