



## Maersk Flexible Terms

### 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 for non-FMC lanes, the Contract terms apply for FMC lanes and further the Carrier's terms for carriage available at <https://terms.maersk.com/carriage> ("**Terms for Carriage**") or otherwise obtainable from the Carrier upon request, are incorporated by reference and shall apply to all individual shipments performed under these Maersk Flexible Terms (hereinafter referred to as "**Flexible Terms**") and further the definitions set out therein are adopted for these Flexible Terms.

In the event of conflict, the order of precedence shall be as follows:

- i. these Flexible Terms including Contract Output;
- ii. the Terms for Carriage; and
- iii. the Service Contract Terms (for non-FMC) and the Contract (for FMC), as applicable.

1.2 All rates, fees and scope including other details are set out in the contract output ("**Contract Output**") which forms part of these Flexible Terms as set out above. Rates appearing in the Contract Output may be subject to any surcharge(s) resulting from congestion, emergency risks, government mandates, capacity or equipment issues or any other cause whatsoever which causes increased expenditure to the Carrier in carrying the cargo.

### 2. DURATION AND SCOPE

2.1 These Flexible Terms shall come into effect on the Commencement Date as provided in Contract Output or the earliest date permitted by the Shipping Act and shall expire on the Expiration Date as stated in the Contract Output (the "**Term**"), unless terminated earlier. The Shipper's and Carrier's respective commitments towards Weekly Volume Commitment under these Flexible Terms shall only apply for a scope stated in the Contract Output.

2.2 (A) Whilst these Flexible Terms may cover inland transportation services and/or store door delivery(s), Carrier's commitments stated under these Flexible Terms only applies to transport via ocean (CY-CY) and not extend any further.

For clarity, all transport modes other than ocean such as rail, road, air and/or barge are excluded from the scope Carrier's commitments made under these Flexible Terms.

2.2 (B) The commitments/promises covered under these Flexible Terms shall not apply to any bookings related to refrigerated cargoes.

2.3 In addition and without prejudice to the requirements stated under clause 21 of the Terms for Carriage, when tendering dangerous and/or hazardous goods for carriage, Shipper or its affiliates shall provide requisite documentation and declare to 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 Carrier's sole discretion. The commitments/promises covered under these Flexible Terms shall not apply to any bookings of dangerous and/or hazardous goods unless such shipments are accepted by Carrier for carriage.

### 3. SHIPPER'S FORECAST OF VOLUME



3.1 Shipper forecasts a shipment of minimum quantity of Forty Foot Equivalent Units/FFEs (the “**Total Nomination**”) during the Term. The Total Nomination shall be equally divided by the total number of weeks during the Term which gives a weekly nomination of shipment Shipper shall be tendering with Carrier for carriage (“**Weekly Volume Nomination**”) plus the percentage of any weekly volume stated in the Contract Output (“**Flexibility**”).

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

	<u>20</u>	<u>40 HC/NOR</u>	<u>45</u>
Dry	0.5 FFE	1 FFE	1.266 FFE

HC means high cube containers.

NOR means non-operating reefer.

\*For E.g.

Total Nomination from Shanghai to Rotterdam = 5200 FFEs

Term: 52 Weeks

Weekly Volume Nomination= 100 FFEs (5200/52)

Flexibility = 10% of Weekly Volume Nomination i.e. 10 FFEs

Weekly Volume Nomination plus the Flexibility= 110 FFEs

#### 4. FLEXIBLE COMMITMENTS

4.1 Shipper’s and Carrier’s volume commitments prior to the Estimated Date of Departure (“ETD”) shall be as set out in the below table:

	Shipper	Carrier
<b>Greater than (&gt;) 14 days prior to the ETD</b>	<b>Weekly Volume Nomination</b>	<b>Weekly Space Allocation</b>
	Weekly Volume Nomination is provided at the time of contracting and is a non-binding indication of weekly shipments that Shipper may tender for carriage with the Carrier at the contracted rates.	Carrier will provide allocation at the contracted rates agreed for the Weekly Volume Nomination and the Flexibility provided at the time of contracting (“Weekly Space Allocation”).
	The Shipper may book shipments, anytime up until 14 calendar days in advance of ETD. Booked volume can be lesser than the Weekly Volume Nomination or in excess which must be within the Flexibility offered.	

Less than or equal to ( $\leq$ ) 14 days prior to the ETD	Volume commitment	Vessel Space commitment
	<p>Any booked volume up until 14 calendar days prior to the ETD which is within Weekly Volume Nomination plus the Flexibility becomes Shipper's weekly volume commitment ("<b>Weekly Volume Commitment</b>" or "<b>WVC</b>").</p> <p>Shipper's non-compliance with this WVC is subject to fees set out in clause 5.</p>	<p>Carrier shall be bound to provide vessel space sufficient to carry the Weekly Volume Commitment. Carrier's non-compliance with this space commitment is subject to Compensation Fee set out in clause 6.1.</p>
		<p>Carrier shall be free to release the unused Weekly Space Allocation ("<b>Unused Space</b>") 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>
<b>Always Space</b>	<p>If Shipper requires any additional space (i) over and above the Weekly Volume Nomination plus the Flexibility; and/or (ii) requires a space after release of Unused Space in any week during the Term, then Carrier will exercise its reasonable endeavours to accommodate such space requests via:</p>	
	<ul style="list-style-type: none"> <li>• Maersk.com. as per the rates directly powered by Maersk SPOT; or</li> <li>• Always Space option by which Carrier provides additional space for volume(s) not exceeding 20% of Weekly Volume Nomination in any given week during the Term.</li> </ul>	
	<p>The applicable floating rates for Always Space option are published every month by the Carrier and, if applicable, be filed with the FMC. Shipper shall be deemed to have accepted such floating rates as published by Carrier by using the Always Space option and booking the cargo for carriage under such option.</p>	
	<p>Any volume(s) booked under Always Space option shall also become part of the Weekly Volume Commitment and all commitments of Shipper and Carrier shall apply including but not limited to credit period and freetime applicable to the Weekly Volume Commitment shall also apply to such volume(s).</p>	

4.2. The weekly calculation stated here is based on the Proforma Departure Date and not on the calendar weeks.

4.3 Freetime terms and conditions of a Flexible Terms will be applicable as per those effective at the time of Flexible Terms Effective Date and be available to Shipper or its affiliates at the time of booking for the same Origin/Destination/Container Size/Type and commodity booked.

#### 4.4 Shipper's option for Delivery Promise:



At the time of providing booking notice, Shipper shall also inform the Carrier which delivery promise should apply to the shipment out of Standard Delivery Promise and Essential Delivery Promise. In case where Shipper fails to inform Carrier about the option selected, then Carrier shall be free to apply the delivery promise agreed at the time of contracting under Contract Output for such shipment(s). [Note: This feature is currently not available, and Carrier will soon make this feature available].

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

5.1 In accordance with the WVC, Shipper must tender the containerised 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 wishes to cancel shipment of part of or all the containerised goods out of the WVC any time after 14 days prior to the ETD, then the Shipper shall pay the Carrier a fee of USD 200 per container cancelled ("**Cancellation Fee**"). Notwithstanding the foregoing, effective from 1st of August 2021, the bookings made on the floating rate will only be subject to Cancellation Fee if cancellation is made later than 24 hours after booking confirmation.

### 5.3 No-show Fee

If the Shipper does not notify the Carrier of cancellation of part or all containerised goods in accordance with clause 5.2 above, or otherwise fails to deliver part or all of the containerised goods for shipment out of the WVC any time after 14 days prior to the ETD, then the Shipper shall instead pay a no-show fee of USD 200 per container ("**No-show Fee**").

### 5.4 Amendment Fee

If any booking amendment as set out under Schedule I is requested by Shipper any time after 14 days prior to the ETD, then such amendment shall be subject to a fee of USD 200 per container ("**Amendment Fee**"). Notwithstanding the foregoing, effective from 1st of August 2021, the bookings made on the floating rate will only be subject to Amendment Fee if the change(s) are made later than 24 hours after booking confirmation.

5.5 Subject to clause 6.3, in case Carrier fails to make available the equipment agreed and indicated in the booking confirmation or a suitable alternative, the Shipper shall not be liable for any Cancellation and/or No Show Fee.

5.6 Notwithstanding the foregoing, if the failure by the Shipper to tender the containerised 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 Shipper 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, pandemic, 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. vessel or alternative vessel is not available for Shipper to book due to blank sailing. Blank sailing as used herein would mean the term as accepted broadly in shipping services.



then 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. CARRIER'S EQUIPMENT, LOADING AND DELIVERY COMMITMENT

6.1 Carrier's Equipment and Delivery Commitment comprises of two options, i.e. (i) **Standard Delivery Promise**; and (ii) **Essential Delivery Promise**:

	Standard Delivery Promise	Essential Delivery Promise
<b>Applicability</b>	Applies to volume within WVC and any additional volume if accepted by Carrier.	
<b>Delivery promise</b>	Carrier commit 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.	Carrier commit that the vessel arrival time at final discharge port shall be no later than ten (10) days after the scheduled Estimated Date of Arrival ("ETA") as booked and confirmed in the initial booking confirmation.
<b>Port Pair(s)</b>	<p>The applicable port pairs where Standard and/or Essential Delivery Promise are available can be found <a href="#">here</a>. These port pair(s) are subject to change on a monthly validity basis and covers shipments for which the ETD falls under that applicable month.</p> <p>For E.g. Shanghai-Rotterdam is on Standard Delivery Promise for 1 January to 31 January and it applies to the shipments for which the ETD falls under January.</p>	
<b>Load as Booked</b>	<p>Where Shipper books a cargo for Standard Delivery Promise but the selected port pair(s) is not listed for Standard Delivery Promise then Carrier agrees to load the tendered volume within the WVC onboard the original first leg ocean going vessel listed in the booking confirmation.</p> <p>In the event the Carrier requires to load the container on an alternative vessel, then the Carrier shall load the container onboard an alternative vessel no earlier or later than three (3) days before or after the scheduled ETD as confirmed in the booking confirmation.</p>	<p>Where Shipper books a cargo for Essential Delivery Promise but the selected port pair(s) is not listed for Essential Delivery Promise then Carrier agrees to load the tendered volume within the WVC onboard the original first leg ocean going vessel listed in the booking confirmation.</p> <p>In the event the Carrier requires to load the container on an alternative vessel, then the Carrier shall load the container onboard an alternative vessel no earlier or later than ten (10) days before or after the scheduled ETD as confirmed in the booking confirmation.</p>
<b>Allocation Grouping(s)</b>	The Shipper's Weekly Volume Commitment and Carrier's space and equipment commitments may be split into allocation grouping(s) separately	

	<p>agreed. Such allocation grouping(s) indicates the geographical distribution of the Weekly Volume Commitment.</p> <p>Shipper acknowledges that the allocation grouping(s) may be impacted by network and/or operational constraints (including but not limited to reduced capacity to or from any port) and may therefore be subject to changes. In such cases, Carrier will exercise its reasonable endeavours to reallocate the impacted volume to the unaffected port pair(s) from the same or different allocation grouping(s) for the relevant period. In any event and failing feasible alternatives, Carrier reserves the right to reduce the Weekly Volume Commitment equal to the impacted volume for the affected time period without any further liability for damages from either party.</p>
<b>Exception</b>	<p>In the event Shipper requests any changes in the confirmed initial booking, the scheduled ETA (Standard/Essential Delivery Promise) or ETD (Load as Booked) in the subsequent revised booking confirmation will apply in those cases. 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>
<b>Equipment Availability</b>	<p>Subject to clause 6.3, Carrier agrees to provide the equipment agreed and indicated in the booking confirmation or suitable alternative to the Shipper.</p>
<b>Damages</b>	<p>Subject to contingencies stated in clause 6.2, Carrier shall pay USD 200 per container ("<b>Compensation Fee</b>"), if it fails to comply with delivery or loading (as the case may be) commitments.</p> <p>This includes Carrier's failure to provide equipment or the vessel space which may result in non-compliance with delivery or loading commitments.</p> <p>The Carrier shall only be liable for one Compensation Fee in total for the same FFE.</p>

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

- i. late or non-provision of documents or incorrect declarations by Shipper;
- ii. late gate-in of the goods;
- iii. containerised goods not in compliance with measurement restrictions including weight restrictions or limitations;
- iv. any default or breach of these Flexible Terms or the Service Contract terms or the Contract for FMC lanes or the Terms for Carriage 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. Force Majeure event, the term "Force Majeure" as used herein shall mean any and all events beyond the reasonable control of a Carrier 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, pandemic, governmental actions (whether informal or formal



government acts) or other similar disruptions or interference with trade, marine disaster, fire and or other casualty; or

- vi. Port Omission - for the purpose of these terms '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 commitment are:

- i. Special grade containers, including: food/dairy, flexitank, Open Tops, Flat Racks and scrap-grade containers;
- ii. Equipment picked up at a different location from the default 'Empty Container Depot' stated in the booking confirmation; and / or
- iii. 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.

6.3(D) 45' equivalent unit and NORs are only included if confirmed by the Carrier in booking confirmation. Carrier also reserves the right to substitute 45' equivalent unit and NORs with 40' equivalent unit and/or 40'HC equivalent unit.

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

7.1 Notwithstanding any separate agreement between Shipper and Carrier, 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 Flexible Terms.

7.2 Notwithstanding any other provision to the contrary in these Flexible Terms or any separate agreement between Shipper and Carrier, Carrier shall in no event be liable whether directly or indirectly to the Shipper for any special, consequential, indirect (including, but not limited to, 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, loss of or damage to goodwill and lost opportunity costs etc.), multiple, exemplary, liquidated or punitive and/or other extraordinary damage suffered by the Shipper. The foregoing limitation 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**

8.2 The Carrier shall conduct the quarterly review of performance under these Flexible Terms and ascertain the liabilities of each party.



8.2 Following the quarterly review, the invoice procedure stated below shall apply for all invoices generated pursuant to these Flexible Terms:

- i. invoices for Cancellation Fee, No-Show Fee and Amendment Fee will be submitted quarterly in arrears by Carrier to Shipper in an agreed format.
- ii. the invoiced amount would be the result of the total amount of Cancellation Fee, No-Show Fee and Amendment Fee for Shipper minus the amount Compensation Fee for Carrier, if any.
- iii. In the event that the amount of Compensation Fee payable by the Carrier is more than the total amount of Cancellation Fee, No-Show Fee and Amendment Fee payable by the Shipper during any quarter, the Carrier shall follow a self-billing process and at its sole discretion (i) issue a credit note in the name of the Shipper for the difference in amount; or (ii) if on the request of the Carrier, the Customer has provided their nominated banking details to the Carrier in accordance with that request and prior to the Commencement Date as provided in the Contract Output, refund the difference in amount to that nominated bank account.
- iv. If any credit note granted to the Shipper as per clause 8.2(iii) above, such credit note shall be adjusted after the quarterly review and in any amount payable by the Shipper to the Carrier either on account of the total amount of Cancellation Fee, No-Show Fee and Amendment Fee or for freight for shipments under these Flexible Terms. Shipper cannot claim any credit from Carrier until the credit note is issued in Shipper's favor after the quarterly review. Provided further that, the credit note will not be issued in favor of Shipper if any overdue outstanding amount for Shipper is more than 10% of the Shipper's total outstanding amounts.

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

8.4 Shipper shall make the payment as per the separate 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 respective 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. Shipper shall wire transfer the amount invoiced to the bank account stated on the invoice.

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

Shipper undertake to settle all payments in accordance with the credit agreement. In the event that Shipper does not settle outstanding amounts accordingly, 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 Flexible 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 Flexible Terms and also cancel all negotiations with Shipper without any condition.





- iii. Suspend or terminate any special benefit and/or privilege whatsoever provided to the Shipper under these Flexible Terms and/or any other transaction with the Carrier or with any company or other entity within A.P. Moller Maersk Group.
- 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.
- vi. Commence collection proceedings. 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 Carrier's schedule/service patterns. Should 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 cargo, whether within the WVC or not, from or to such origin/destination. In such event, Shipper and Carrier shall negotiate in good faith regarding an amendment to these Flexible 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 these Flexible Terms and the Contract (for FMC lanes) as per clause 12.

## 11. EMISSIONS REGULATION CLAUSE

11.1 Shipper accepts and acknowledges that during the Term the Carrier may be subject to regulatory or other industry-wide requirements relating to emissions, fuel bunker content requirements or a requirement to purchase allowances or otherwise make payments calculated by reference to Carrier emissions, or any other regulation whatsoever relating to de-carbonisation or any other environmental concern (each an "Emissions Regulation").

11.2 Shipper accepts and acknowledges that an Emissions Regulations may arise in any jurisdiction in which Carrier performs activities with any of its customers and that an Emissions Regulation may not yet be envisaged, implemented or in full force and effect as of the date of agreeing to these terms. Specifically and without limitation, you agree that each of the following will be considered to be an Emissions Regulation under these Flexible Terms:

11.2.1 Amendments to MARPOL Annex VI, introducing an Energy Efficiency Design Index for existing ships (EEXI) and Carbon Intensity Indicator (CII), anticipated to enter force in 2022 and 2023, respectively, and known in the industry as "the IMO 2023 regulations";

11.2.2 The expansion of the European Union Emissions Trading System (ETS) to include the shipping industry, which is proposed to be phased in beginning in the year 2023; and

11.2.3 The FuelEU Maritime Initiative, which is proposed to be phased in beginning in the year 2025.

11.3 Where Carrier is subject to one or more Emissions Regulation(s), Shipper shall pay to Carrier an amount assessed by the Carrier in the Carrier's sole discretion as being the Carrier's business cost of complying with that or with those Emissions Regulation(s) in performing these Flexible Terms.

## 12. TERMINATION



12.1 After carriage of at least 1 FFE, these Flexible Terms, the Contract Output and the Contract (for FMC lanes) may be terminated at any time during the Term by mutual agreement in writing between the parties. Save and except that, in case either party 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 these Flexible Terms and the Contract (for FMC lanes) immediately.

12.2 Provided that the accrued rights and liabilities of the parties as at termination and the continuation of any provision surviving termination, shall not be affected.

### 13. ENTIRE AGREEMENT

Notwithstanding anything else to the contrary, these Flexible Terms, including the Contract Output, the current bills of lading and the Tariff together constitute the entire agreement and understanding between the parties pertaining to the subject matter contained in these Flexible Terms, and these Flexible 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 reserves the right to update, revise and change these Flexible Terms for non-FMC lanes by way of public notice or any other way informing the Shipper. Save for clause 10 above, any update, revision and change to these Flexible Terms for FMC lanes shall be subject to mutual agreement and FMC filing.

### 14. WAIVER

Any failure by either party in exercising any right, power or privilege under these Flexible Terms and/or the Contract shall not constitute a waiver, nor shall any single or partial exercise preclude any further exercise of any such right, power or privilege.

### 15. LAW AND JURISDICTION

For shipments to or from the USA any dispute relating to the Contract (for FMC lanes) and these Flexible Terms shall be governed by U.S. law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, these Flexible Terms shall be governed by and construed in accordance with English law and any 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 CANCELLATION AND AMENDMENT DETAILS

Sr. No.	Booking Amendment/Cancellation	Description	Fee Details
1	Cancellation	If the Shipper wishes to cancel shipment of part of or all the goods (except by combining bookings without impacting on the FEE volume originally	Cancellation Fee applies.



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		booked) after the booking confirmation has been issued.	
2	No Show (part or all)	If the Shipper fails to notify the Carrier of cancellation of part or all goods in accordance with clause 5 or fails to deliver part or all of the goods for shipment.	No Show Fee applies.
3	Change of Destination (COD) Pre-gate in	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
4	Change of Destination (COD) Post-gate in	Shipper 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)	Shipper requests change of origin to an origin stated at the time of contracting.	Subject to repricing for ocean and inland  Amendment Fee applies
6	Change of Vessel (COV)	Shipper requests to change shipment to a different vessel/voyage than the one on the original booking confirmation.	Subject to repricing.  Amendment Fee applies.  DIT follows COD on water process
7	Equipment amendment	Shipper requests change to equipment size/type	Subject to repricing of the amended equipment,  Amendment Fee applies.



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8	Equipment addition or amendment resulting in booking total FFE unchanged, or increasing	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.
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