

Maersk Accelerate Terms

These Maersk Accelerate Terms apply to the carriage of goods subject to [VAS service] on the terms set out below:

1. Definitions

The definitions set out in Maersk's Terms for Carriage ("Terms for Carriage"), available at <https://terms.maersk.com/carriage>, shall be adopted and have the same meaning where used in these Maersk Accelerate Terms unless otherwise defined herein.

"Contract of Carriage" means any contract of carriage and any agreement for VAS services, evidenced by a Transport Document and any booking confirmation issued for carriage of goods entered into between Maersk as Carrier and the Merchant whether or not such Transport Document has been physically issued but provided that Goods have been accepted for carriage and the Merchant is entitled to demand a Transport Document.

"Customer" means the party purchasing Maersk Accelerate, any person or entity which falls within the 'Merchant' definition as set forth in Maersk's Terms for Carriage, or any party subrogating the aforementioned parties' rights in full.

"Maersk Accelerate" means a value-added service enabling a beneficial cargo owner to optimise their supply chain by expedited discharge at designated destination ports.

"Transport Document" means a "bill of lading" (whether or not negotiable) or "waybill" or "air waybill" or similar transport document (whether issued in paper or electronic form).

2. Application

2.1 Maersk Accelerate is an add-on service that can only be purchased and applied in conjunction with a Contract of Carriage.

2.2 The Parties agree that these Maersk Accelerate Terms will apply, prevail and govern the services rendered in connection with Maersk Accelerate if:

(i) the Customer has purchased and made a booking request for the subject shipment on or before tendering the Goods to the Carrier; and

(ii) the Carrier has confirmed, by a booking confirmation or otherwise, that Maersk Accelerate will apply to the requested shipment(s) (the **"Applicable Shipment"**).

2.3 Notwithstanding any existing terms of any service contract, Contract of Carriage, whether evidenced by a Transport Document or otherwise, these Terms shall co-exist with, and logically amend, vary and supplement the relevant parts of the terms of the Contract of Carriage in so far as necessary, which shall in all other respects remain in full force and effect.

3. Services

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3.1 The Carrier shall provide an expedited carriage for Applicable Shipments in designated ports by way of block stowage, prioritised discharge and, if applicable, prioritised on-carriage by Carrier haulage, as further set out in Schedule 1.

3.2 Amendments can be made to the bookings for Applicable Shipments up until the containers have been gated-in at origin.

4. Liability

4.1 In relation to any and all claims for delivery of the Goods arising out of the services, Carrier's liability howsoever arising, shall be limited to the charges paid by the Customer for Maersk Accelerate. The parties acknowledge and agree that the remedies provided under this section shall be the Customer's sole and exclusive remedy for any claims relating to Maersk Accelerate.

4.2 In Any loss or damage to the Goods shall be handled by the terms under the Contract of Carriage.

5. Exclusions

5.1 Without prejudice to the terms of the Contract of Carriage, Carrier shall in any event not be liable for any delay, loss, damage or failure in performance if such has been caused due to events beyond Carrier's reasonable control of a party including, without limitation, lockouts, circumstances arising from the threat thereof; acts of God, terrorism, war, hostilities, riots, civil disorder, insurrection, embargo, governmental actions (whether informal or formal government acts), pandemic, epidemic or other similar disruptions or interference with trade, marine disaster, fire and or other casualty.

5.2 Notwithstanding any separate contractual obligations that may exist between the parties or any other provision in this Agreement, in no event shall the Carrier be liable, directly or indirectly to the Customer for any special, consequential, indirect (including, but not limited to, loss of production, deferral of production, lost profits, lost sales, lost benefit of utilization, 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 Customer. 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.

5.3 The Customer agrees that their right to rely upon these Maersk Accelerate Terms is subject to the Customer at all times exercising reasonable endeavours to prevent or minimise loss or damage to any Applicable Shipment.

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5.4 Maersk Accelerate does not apply for any shipments to or from Cuba, North Korea, Crimea, Syria, Iran and/or Sudan.

5.5 Save as provided for in these Maersk Accelerate Terms, the defences available to the Carrier as set out in or applicable to the Contract of Carriage remain in full force and effect.

6. Fees and Charges

6.1 The services shall be charged and invoiced as a surcharge, Maersk Accelerate Charge (MAC), as set out in the booking confirmation for the Applicable Shipments.

6.2 Unless otherwise agreed, all prices and rates are exclusive of VAT and any other indirect taxes which may be levied and payable by the Customer

7. Miscellaneous

7.1 The Customer or any person or entity falling within the definition of Merchant and who has the right to claim under the Contract of Carriage, shall have the benefit of these Maersk Accelerate Terms to the exclusion of all other third parties.

7.2 Except as expressly provided for in clause 7.1 above, a person who is not a party to the Contract of Carriage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce any term of these Maersk Accelerate Terms.

7.3 No servant or agent of the Carrier shall have the power to waive or vary any of these Maersk Accelerate Terms unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

7.4 If any provision or part-provision of these Maersk Accelerate Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7.5 Carrier reserves the right to make additions, revisions, or modification to the services as it deems necessary at any time without any prior notice to the Customer.

8. Law & Jurisdiction

8.1 Clause 26 of the Terms for Carriage regarding Law and Jurisdiction shall apply to the Maersk Accelerate Terms and is hereby incorporated as if set out in full herein.

Schedule 1: Offering Details

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Accelerate port (final discharge port)	End to End destination	Product offering
Europe		
Rotterdam, Netherlands Bremerhaven, Germany Antwerp, Belgium	CY-CY / SD	<p>Carrier shall endeavour to tender delivery of container in terminal within 12 hours from start of cargo operations after vessel arrival (only week days excl. holidays/weekends) as set out in the booking overview and ready for pick-up by customer after a maximum of 24 hours from start of cargo operations.</p> <p>Carrier shall endeavour to tender delivery of container to final agreed SD location by truck within 24 hours (only weekdays excl. holidays/weekends) from start of cargo operation after vessel arrival as set out in the booking overview.</p> <p>All relevant information for the SD delivery (such as delivery address, delivery date + time, opening hours of the warehouse i.e.24/7 or 9am to 5pm) needed to be handed in by the customer minimum 10 working days prior expected time of arrival (ETA) of the vessel.</p> <p>For non-bonded delivery under a T1 document and customs clearance by the carrier (only available for The Netherlands + Belgium delivery/entry ports), the carrier requires the full set of information for customs clearance 14 days prior ETA of the vessel at the discharge port to guarantee seamless delivery process.</p> <p>For non-bonded delivery under a T1 document and customs clearance by the customer, the carrier requires confirmation of successful customs clearance preparation minimum 7 days prior ETA of the vessel at the discharge port to guarantee seamless delivery process.</p> <p>Applicable only in the event:</p>

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		<p>(i) NLROT: SD location is less than 300 km range from the material terminal.</p> <p>(ii) BEANT: SD location is less than 300 km range from the material terminal.</p> <p>(iii) DEBRV: SD location is less than 150 km range from the material terminal (48 hours)</p> <p>(iv) DEBRV: SD location is in zip code area 04, 06, 1, 2, 30-34, 37-39, 4, 59 (48 hours)</p> <p>(ii) the Customer has purchased CHB inward clearance and intermodal transport from Carrier.</p> <p>All delivery subject to:</p> <ul style="list-style-type: none">- Congestions & Force Majeure- Customs random checks (physical inspections or x-rays scans)- Plan stops on the inland transport with MA
Hamburg, Germany	CY-CY	Carrier shall endeavour to tender delivery of container in terminal within 12 hours from start of cargo operations after vessel arrival (only week days excl. holidays/weekends) as set out in the booking overview and ready for pick-up by customer after a maximum of 24 hours from start of cargo operations.
Barcelona, Spain	CY - CY / SD	Carrier shall endeavour to tender delivery of container at (i) CY terminal within 12 hours from container vessel arrival as set out in the booking overview, or (ii) at SD destination, within 24 hours by truck or 48 hours by train whichever applicable, from the time the material container was discharged as set out in the booking overview. Applicable only if the SD destination is located within the Iberia peninsula and service available on weekdays



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Algeciras, Spain	CY-SD	<p>Carrier shall endeavour to tender delivery of container at</p> <p>(i) CY terminal within 12 hours from container vessel arrival as set out in the booking overview, or</p> <p>(ii) at SD destination, within 12 hours by truck or 24 hours by train whichever applicable, from the time the material container was discharged as set out in the booking overview.</p> <p>Applicable only if the SD destination is located within the Iberia peninsula and service available on weekdays</p>
Felixstowe, UK	CY-CY	<p>Carrier shall endeavour to tender delivery of container in terminal within 12 hours from vessel arrival as set out in the booking overview and ready for pick-up by Customer.</p>
Koper, Slovenia	CY-CY	<p>Carrier shall endeavour to tender delivery of container in terminal within 12 hours from vessel arrival as set out in the booking overview and ready for pick-up by Customer.</p>
Rijeka, Croatia	CY-CY	<p>Carrier shall endeavour to tender delivery of container in terminal within 6 hours from vessel arrival as set out in the booking overview and ready for pick-up by Customer.</p>
Genoa Vado ligure, Italy	CY-CY	<p>Carrier shall endeavour to tender delivery of container in terminal within 4 hours from vessel arrival as set out in the booking overview and ready for pick-up by Customer.</p>
Latin America		
Manzanillo, Mexico	CY-SD	<p>Carrier shall endeavour to tender delivery of container at final SD location within 48 hours of vessel arrival as set out in the booking overview.</p> <p>Applicable only in the event:</p> <p>(i) SD location is less than 500 km range from the material terminal.</p>

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		(ii) the Customer has purchased CHB inward clearance and intermodal transport from Carrier.
Manzanillo, Mexico	CY-CY	Carrier shall endeavour to ensure container is available within 24 hours of vessel arrival as set out in the booking overview. Applicable only in the event: (i) Customer follows terminal procedure of pre-notice for priority discharge 48 hours prior to vessel arrival as set out in the booking overview.
Lazaro Cardenas, Mexico	CY-SD	Carrier shall endeavour to tender delivery of container at final SD location within 48 hours of vessel arrival as set out in the booking overview. Applicable only in the event: (i) SD location is less than 500 km range from the material terminal. (ii) the Customer has purchased CHB inward clearance and intermodal transport from Carrier.
Santiago de Chile, Chile	CY-SD	Carrier shall endeavour to tender delivery of container at final SD location within 48 hours of vessel arrival as set out in the booking overview. Applicable only in the event: (i) SD location is less than 500 km range from the material terminal. (ii) the Customer has purchased CHB inward clearance and intermodal transport from Carrier.
Santiago de Chile, Chile	CY-CY	Carrier shall endeavour to ensure container is available within 24 hours of vessel arrival as set out in the booking overview. Applicable only in the event: (i) Customer follows terminal procedure of pre-notice for priority discharge 48 hours prior to vessel arrival as set out in the booking overview.

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Africa		
Durban, South Africa	CY - CY	(i) Carrier shall endeavour to tender delivery of container at the material terminal within 24 hours counting from the commencement of vessel cargo discharge operations, and (ii) Carrier shall procure priority access to terminal express lanes for Customer's hauliers.
Port Elizabeth, South Africa	CY-CY	(i) Carrier shall endeavour to tender delivery of container at the material terminal within 24 hours counting from the commencement of vessel cargo discharge operations, and (ii) Carrier shall procure priority access to terminal express lanes for Customer's hauliers.
North America		
Newark, USA	CY-SD	Carrier shall endeavour to tender delivery of container at the material SD destination within 48 hours after container discharge as set out in the booking overview. Applicable only when the SD destination location is within 50 miles from CY destination terminal.
Los Angeles, USA	CY - SD	Carrier shall endeavour to tender delivery of container at the material SD destination within 48 hours after container discharge as set out in the booking overview. Applicable only when the SD destination location is within 50 miles from CY destination terminal.
Long Beach, USA	CY - SD	Carrier shall endeavour to tender delivery of container at the material SD destination within 48 hours after container discharge as set out in the booking overview. Applicable only when the SD destination location is within 50 miles from CY destination terminal.

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