



Where we refer to “you” in these Twill Terms, we refer to the party entering into these Twill Terms with the Carrier. A reference to “we”, "us" or "our" is a reference to the Carrier or to any affiliate or group company of the Carrier who is provided services from time to time under these Terms. A reference to the “Twill Terms”, the “Terms” or these “Terms” is a reference to these Twill Terms.

1. Application of terms

1.1 These Terms govern bookings made between you and us, which are expressly subject to the Twill Terms, or are otherwise subject to the Twill rate. We may update, revise and change these Twill Terms at any time. The Twill Terms current at the time of booking shall apply.

1.2 The carriage of any goods in connection with these Terms shall be subject to our applicable Terms for Carriage, which are available for Maersk at <https://terms.maersk.com/carriage>, for Sealand Asia at <https://terms.sealandmaersk.com/asia/carriage>, for Sealand Americas at <https://terms.sealandmaersk.com/americas/carriage> and for Sealand Europe at <https://terms.sealandmaersk.com/europe/carriage>. The definitions in the Terms for Carriage are hereby adopted and shall have the same meaning unless otherwise specified. The parties to these Twill Terms shall be further identified and recorded in the booking confirmation and/or bill of lading. The Terms for Carriage shall be incorporated into these Terms, and these Terms shall be incorporated into the Terms for Carriage. To the extent required, these Terms shall 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 affected.

1.3 The additional clauses set out in Schedule 1 of these Terms shall apply to any shipments moved under regulated lanes that are subject to the U.S. Federal Maritime Commission (“FMC”) regulations. In such cases, to the extent of any conflict between Schedule 1 and the Twill Terms, Schedule 1 shall prevail.

1.4 By placing a booking via the twill.net website, or any website associated with that web address, (the “**Twill Platform**”), or by accepting your agreement to these Terms on that website, you acknowledge, confirm and accept to be bound by these Twill Terms which are available at: <https://terms.maersk.com/twillterms>, the API License Terms available at <https://terms.maersk.com/api-license-terms> and the User Terms for the Twill Platform available at <https://terms.maersk.com/twill>. You further acknowledge that the validity of any booking is subject to your compliance with the aforementioned terms at all times.

1.5 By entering into these Terms you warrant that at all material times you have a valid account on the Twill Platform.

1.6 It is a condition that anyone making a booking under these Twill Terms agrees and accepts that it 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, the nominating party warrants and represents that it has authority to legally bind the nominated shipper or other party relating to the booking, as applicable and will assume full liability and



shall indemnify us for any and all losses suffered or cost incurred as a consequence of the absence of such authority.

1.7 You warrant that no shipment booked on the Twill Platform includes refrigerated goods, or hazardous goods, and that all information provided to us is complete and accurate.

2. Rates and charges

2.1 After submitting a booking request and receiving a booking confirmation (“**Booking Confirmation**”) for a Twill booking, the rates as confirmed by us shall not be subject to change, other than as set out below.

2.2 The rates quoted in the Booking Confirmation are calculated and 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 our applicable Tariff at the time of booking. Rates appearing at the time of Booking Confirmation may be subject to commodity specific surcharges or other situational surcharges.

2.3 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), you accept that the amount invoiced may vary due to currency fluctuations. Any services not covered under the scope of Twill Terms shall be subject to additional cost payable by you for such additional services.

Shipping instructions

2.4 The rates provided in the Booking Confirmation are conditional on you submitting shipping instructions to us 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, we reserve the right to charge you additional or different charges to those agreed.

Cargo weight

2.5 Rates are quoted on the basis of the net cargo weight as provided and indicated by you or your supplier in the booking request. In the event the actual net cargo weight is different from the indicated net cargo weight when the Goods are tendered, then you shall pay a different rate (if applicable) based on the actual cargo weight as determined by us at that time. We also reserve the right to cancel such booking (without any further liability to us) notwithstanding any issuance of the 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.

Amendments

2.6 All changes requested by you after the Booking Confirmation has been issued are subject to and conditional upon: (i) the request being made prior to the ETD; (ii) available vessel space and (iii) approval by us. Any requests for changes will be considered as acceptance of any revised charges and you will be deemed to have accepted the same by proceeding with the amended booking.

Default by you

2.7 In the event the Goods are not loaded and shipped as booked due to your default, then we reserve the right to re-rate and calculate and apply revised rates and charges for the shipment, subject to vessel space and equipment. You acknowledge and accept that in the event we have space availability, then we will endeavour to load the Goods applying revised rates and charges current at the time. In the event of space constraints, we reserve the right to cancel the booking and you will then be required to empty the container at your cost, time and expense.

Taxes

2.8 All charges/fees are exclusive of all taxes, duties and/or levies payable in respect of or in connection with the Services, such as Withholding Tax (“**WHT**”), Value Added Tax (“**VAT**”), Goods and Services Tax (“**GST**”) or any other similar tax where appropriate.

Customs Clearance

2.9 At your option, you may request that we (or our subcontractors in our sole discretion) carry out customs formalities on your behalf. Such option can be selected by opting into the “Customs Clearance” option on the booking page. Such option shall be subject to an additional charge, and subject to the terms and conditions available at <https://terms.maersk.com/MCS>.

Value Protect

2.10 You may opt to include a product called “Value Protect”, by which we agree to waive certain legal protections during carriage that would otherwise be granted to us. You may include the “Value Protect” service by selecting the “Value Protect” option on our website. Value Protect is subject to an additional charge and is governed by the Value Protect Terms available at <https://terms.maersk.com/valueprotect>. The Value Protect Terms overrule any description of the Value Protect product in this Clause.

3. Equipment

3.1 The Booking Confirmation provides an indication of the supply, release and pickup of equipment and containers. This indication does not apply to:

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

3.2 Some equipment grades may also be subject to additional charges, details of which can be found for Maersk at <https://www.maersk.com/local-information> and for Sealand at <https://www.sealandmaersk.com/local-information> under the country specific local information page or by contacting our relevant local office.



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

4. Detention and Demurrage

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 Twill bookings are available on the Twill Platform at the time of making a booking. If you are unable to find details of this price on the Twill Platform, please contact our Help centre. All other terms relating to detention, demurrage, free time and per diem rates shall be as per the Terms for Carriage and the Terms for Detention and Demurrage, which are available at: <https://terms.maersk.com/dnd>

5. Freetime Extension

5.1 If you select the Freetime Extension option at the time of booking, then this additional freetime will apply to your standard freetime allowance as applicable and purchased. This freetime extension is quoted per container on a per diem basis. Confirmed bookings with freetime extension will apply to all containers for the applicable shipment.

5.2 The freetime extension is quoted and invoiced whether used or not and irrespective of consumed days, unless the applicable shipment is cancelled. In the event of a request for change of vessel then the freetime extension will still apply. Freetime extension does not apply in the event of a Change of Destination - please contact our representative for refunds, if any.

6. Payment and Invoicing

6.1 By entering into these Terms, you acknowledge that invoices may be issued to you by us or by any of our affiliates, and you hereby agree to pay any such invoices as if they were invoices issued by us.

6.2 Please note that some countries may follow different payment terms for certain charges and you should refer to the local country website for Maersk –(<https://www.maersk.com/local-information>) and for Sealand (<https://www.sealandmaersk.com/local-information>) for detailed information on exceptional payment terms which may apply.

7. Commitments and Damages

The scope of your and our commitments as well as the damages for non-performance shall be as set out in the table below:

Commitments	Your commitment	Our commitment
Applicability of Two-Way Commitment	The two-way commitment and fees (if applicable) set out below applies from the issuance of the Booking Confirmation.	

Commitments	Your commitment	Our commitment
Load as Booked	You commit to deliver the containerised Goods to us and provide to us any other required information and/or documents in a timely manner (including but not limited to shipping instructions) for each shipment before the applicable cut-off time(s).	Subject to you complying with your commitment, we shall load the Goods onboard: (a) the original first leg ocean going vessel listed in the Booking Confirmation; or (b) an alternative vessel, provided that alternative vessel's departure date is not three (3) days earlier or three (3) days later than the scheduled ETD indicated in the latest Booking Confirmation issued.
Cancellations, No-Shows and Booking Amendments		
Cancellation	If you cancel all or a part of a shipment: (a) After the Booking Confirmation has been issued; and (b) More than seven (7) days before the scheduled estimated time of departure (“ ETD ”) of the original first leg ocean going vessel for that booking or part-booking, You shall be liable to pay a cancellation fee assessed on a per-container basis (“ Cancellation Fee ”).	
No-Show	If you cancel all or a part of a shipment: (a) After the Booking Confirmation has been issued; and (b) Less than seven (7) days before the scheduled estimated time of departure (“ ETD ”) of the original first leg ocean going vessel for that booking or part-booking, You shall be liable to pay a no-show fee assessed on a per-container basis (“ No-Show Fee ”).	
Amendment	Subject to Clause 2.6 above, any request by you for booking amendment(s) that are accepted by us which impacts the ocean transport plan will be subject to repricing, and the current rates	

Commitments	Your commitment	Our commitment
		<p>available on the Twill Platform at the time the request is processed shall apply.</p> <p>Amendments after the ETD are not permitted.</p>
<p>Compensation Fee</p>		<p>We shall be liable to pay the Compensation fee, provided both of the below conditions are met:</p> <p>(a) We fail 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 laden on board, then we 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</p> <p>(b) For any reason within our control, we load 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 indicated in the Booking Confirmation.</p> <p>The Compensation Fee is subject to certain exclusions in these Terms and shall only be payable if:</p> <p>(a) You have met the conditions for payment of the booking in full;</p> <p>(b) You have complied in full with your Load as Booked commitments in accordance with these Terms; and</p> <p>(c) You have provided written notice to us of the right to the Compensation Fee within ninety (90) days of the event giving rise to our liability to pay the Compensation Fee.</p> <p>We shall only be liable to pay for one Compensation Fee per container per Twill booking.</p>
<p>Booking Commitment/Fees</p>		<p>A list of the current fees (Compensation Fee, No-Show Fee and Cancellation Fee) are available on the Twill Platform at the time of creating a booking. If you are unable to find the details of these fees and commitments on the Twill Platform, please contact our Help centre.</p>
<p>Sole Remedy</p>		<p>Notwithstanding anything else herein to the contrary, you agree and accept that the Compensation Fee as stated above shall constitute your sole and exclusive remedy for our failure to meet</p>

Commitments	Your commitment	Our commitment
	the commitments described in these Twill Terms, or for any other breach of these Twill Terms.	

8. Exclusions

8.1 You shall not be liable to pay the fees set out in these Terms, if your failure to tender the Goods is due to a 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, pandemic, governmental actions (whether informal or formal government acts) or other similar disruptions or interference with trade, marine disaster, fire and/or other casualty. In order to rely on this provision, you must provide evidence of the Force Majeure event to our satisfaction.

8.2 We shall not be liable to you for any failure to load the Goods, where the failure to load the Goods is due to:

(a) A Force Majeure event;

(b) A 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 our reasonable control or anticipation); or

(c) Default or breach of these Terms on your part, including but not limited to (i) failure to provide information or declarations in an accurate and timely manner; (ii) late gate-in of the Goods due to your failure to timely tender the Goods; or (iii) the Goods not being in compliance with applicable weight restrictions or limitations.

8.3 For any Store Door (“SD”) origin service mode bookings with an inland transportation leg arranged by us, the parties acknowledge that:

(a) The pick-up time in the Booking Confirmation is a non-binding indication only; and

(b) In the event of any delay occasioned during inland transit, any Compensation Fee will only be payable to you to the extent such delay is not attributable to you, your agents or your subcontractors (e.g., compliance with waiting/loading time limits, etc.).

9. Law and Jurisdiction

Any dispute relating to these Twill Terms shall be governed in accordance with Clause 26 of the Terms for Carriage.

10. Confidentiality



All information provided or obtained in connection with the performance of these Twill Terms is and shall remain confidential information and shall not be disclosed without the prior written consent of the other party. The parties shall ensure that such confidential information shall not be disclosed to any third parties. This undertaking shall not apply to any information that has already been published or is in the public domain. All information and data provided by a party is and shall remain the property of that party.

11. Entire Contract

These Twill Terms, including any FMC validation records, any Letter of Authority (if applicable), the current bills of lading and the Tariff together constitute the complete and entire agreement of the parties for the subject matter.

12. Severability

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable any other provision of these Twill Terms

13. Sanctions & Export Controls

13.1 With respect to any booking made under these Terms, you shall be responsible for and you warrant compliance with all applicable laws, rules and regulations, including, but not limited to, the sanctions laws of the European Union, United States, as promulgated by the United Nations Security Council and of any country to, from, or through which the Goods may be carried and the export control laws of any country to, from or through which the Goods may be carried.

13.2 You warrant that you have obtained all necessary export, re-export, and/or import licenses or permits and we (or any affiliate of ours) is not required to obtain any special license or permit in connection with our (or any affiliate of ours') performance hereunder.

13.3 You warrant that you or any party that you endorse any transport document (including but not limited to any bill of lading or any sea waybill) to is not a party subject to any prohibition or restriction pursuant to the sanctions laws of the European Union, United States, as promulgated by the United Nations Security Council and of any country to, from or through which the Goods may be carried, including any party identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or any other list of prohibited or denied parties maintained by the European Union, United States, United Nations Security Council or any other country. You also warrant that the Goods are not intended to be used in the design, development or production of nuclear, chemical or biological weapons or in violation of the arms control laws of any country to, from or through which the Goods may be carried. You shall defend, indemnify and hold us (including any affiliate) harmless to the full extent of any loss, damage, cost, expense, or liability to us including lost profits, attorneys' fees and court costs for any failure or alleged failure by you to comply with applicable export and import laws and regulations of any country.

13.4 You agree that we and any affiliate of ours may take any action under Article 20 of the Terms for Carriage or return any Goods carried pursuant to these Terms to the Port of Loading



at full cost and expense to you in the event of any risk that you are in violation of the provisions of this section.

13.5 We and any affiliate of ours assume no liability to you or to any other person for any loss or expense arising from your failure to comply with the provisions of this section.

14. Import Security Filing

With respect to the Goods destined to the United States, you hereby expressly assume all responsibility and risk related to any requirement to submit an Import Security Filing ("ISF"). You further undertake to defend and indemnify us and our affiliates against any damages, fines or judgment imposed against us due to your failure to submit an ISF or for any defects in any ISF related to any booking.

Schedule 1: FMC Terms

1.1 It may be necessary for the Contract Output and these Terms to be filed with the United States Federal Maritime Commission (the "FMC"). If we, in our sole discretion, consider that it is necessary for these Terms to be filed with the FMC, the following terms of this Schedule 1 shall apply. If we do not determine that a filing with the FMC is necessary, the remainder of this Schedule 1 shall not apply.

1.2 By agreeing to these Terms, you certify that you are an owner of Cargo. If you are not an owner of Cargo, you understand that we may ask for further proof of your status as "Merchant". In the event that you are not authorized to act as a "Merchant" or an "NVOCC" for any reason whatsoever, due to which the FMC filing of the Twill FMC Contract is not possible, then this Twill FMC Contract shall be rendered null and void, without the application of any Cancellation Fee.

1.3 If you have appointed an agent, you shall submit a Letter of Authority (LOA) as the owner of Cargo within forty-eight (48) hours of submitting the first booking. The LOA shall be valid for a period of one (1) year, after which, at our request, you shall provide us with a renewed LOA. We shall have the right to cancel any booking even after the issuance of a Booking Confirmation, without the application of any Cancellation fee, if:

- (a) No LOA has been provided by you within forty-eight (48) hours of submitting the booking;
- (b) Incorrect details/information has been provided by you; and
- (c) You are found not to be a valid Shipper under the U.S. Shipping Act.

Minimum Cargo Quantity

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

Effective date of these Terms



3. If, for any reason whatsoever, these Twill Terms (including, if there is an amendment agreed by you and us to these Twill Terms, any amendment) are not filed with the FMC, we reserve the right to terminate these Twill Terms and any booking, effective immediately. These Twill Terms shall automatically terminate if they are not filed with the FMC in accordance with the FMC regulations.

Documents supporting performance

4. Any of the following may constitute records supporting performance of these Twill Terms 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 Goods shipped under these Twill Terms or any booking made pursuant to these Twill Terms; and

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

46 CFR 530.15

5. The address, telephone number and title of our representative who will respond to a request made pursuant to 46 CFR 530.15 are:

Address: Regulatory Affairs, Maersk Agency U.S.A. Inc. 180 Park Avenue, Florham Park, NJ 07932.

Fax: 973-514-5214

6. The term "Tariff" means Maersk A/S Transport Document Publication Tariff, Regulated Contract Essential Terms Tariff and any other tariffs (including freight rate increases applicable to the movement of any commodities, charges, surcharges, rules, obligations, indemnities, regulations, arbitraries/additionals or terms in the Tariffs published by us and applicable to the carriage of Goods in the trades covered by these Twill Terms), provided that these Twill Terms shall not be subject to the general rate increases published in the Tariffs. The full texts, including subsequent modifications of such Tariffs, are published at www.maersk.com.

7. Invoice Dispute Time Bar: In case of a dispute arising under or relating to these Twill Terms for the payment of freight and charges, such dispute shall be handled pursuant to the law and jurisdiction clause in our Terms for Carriage. In the event you dispute an item invoiced by us or require additional supporting documentation, you shall notify us in writing thereof within thirty (30) calendar days from the date of invoice, specifying the disputed item and requesting that we issue a credit note for the unaccepted part or whole of the invoice as applicable. In any event you shall in such circumstances be obliged to pay only the undisputed part of a disputed invoice. If we disagree with your decision regarding the disputed item, we shall inform you in writing accordingly within thirty (30) calendar days after receipt of your statement. In the event



this dispute is resolved in our favour, you shall be responsible for immediate payment of the full invoice value.

You shall be deemed to have accepted any of our invoices and waived any rights to dispute any of them if you fail to submit a dispute in writing within one (1) year from the date of our invoice. We shall be deemed to have been paid in full by you and to have waived any rights to request payment for an undercharge if not submitted to you in writing within one (1) year from the date of our initial invoice related to such undercharge. Any extension of this time bar must be granted by either us or you in writing as the case may be.

8. Tendering as Acceptance: If we send you a written offer to add a new rate, or replace an expiring rate (which rate would be less than Tariff) to these Terms for a specific origin/destination/commodity/container size/type, you shall be deemed to have accepted such offer by (i) providing us written acceptance of such offer or (ii) the action of you tendering the Goods to us after the date of our rate offer for the same origin/destination/commodity/container type and size.

Law and Jurisdiction for FMC contracts

9. These Terms shall be subject to the U.S. Shipping Act of 1984, as amended, 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.

10. In case of a dispute arising under or relating to the 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 Terms for Carriage and/or Credit Agreement (if applicable), you and we each agree to submit the matter under dispute to arbitration in the City of New York. Either you or we 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 us. If you and we are unable to agree on a sole arbitrator within thirty (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.

11. 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 attorneys' 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 attorneys' fees, incurred in enforcing compliance with the arbitration clause shall be fully recoverable in the arbitration.

12. 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.

Schedule 2

Table 1: Booking Cancellation and Amendment Details for Non-FMC Shipments

Sr. No.	Booking Amendment	Description	Fee details
1	Cancellation (part of a shipment, including inland leg or the entire shipment)	If you wish to cancel a shipment of a part of or all of the Goods (except by combining bookings without impacting the TEU volume originally booked) after the Booking Confirmation has been issued, then a cancellation notice must be provided by you to us not less than seven (7) days before the scheduled estimated time of departure (“ETD”) of the original first leg ocean going vessel and you shall pay us a fee per container cancelled.	Cancellation Fee shown at the time of booking is applicable.
2	No Show (part of a shipment or all)	If you fail to notify us of a cancellation of a part or all of the Goods in accordance with Clause 7 or fail to deliver a part or all of the Goods for a shipment, then you shall instead pay a no-show fee (“No-Show Fee”).	No-Show Fee shown at the time of booking is applicable.
3	Change of Destination (COD), Pre-gate in of the container(s)	You request to amend the final place of destination/delivery before a container is gated in at the port of origin.	Subject to repricing for ocean and inland. Booking Amendment is for free.
4	Change of Destination (COD), Post-gate in of the container(s)	You request to amend the final place of destination/delivery after a container is gated in at the port of origin/	Subject to repricing. COD Fee is applicable.
5	Delay in Transit (DIT)	You request to delay the transportation of your cargo while the shipment is onboard the vessel.	Subject to repricing. COD Fee is applicable.
6	Change of Origin (COO)	You request to change the origin to an origin available on the Twill Booking platform.	Subject to repricing for ocean and inland. Booking Amendment is for free.
7	Change of Vessel (COV)	You request to change the shipment to a different vessel/voyage than the one on the original Booking Confirmation.	Subject to repricing. Booking Amendment is for free.

8	Equipment addition, reduction or amendment resulting in booking total TEU unchanged, increased or reduced	You request to add same equipment size/type, or to change equipment size/type which as a result doesn't change or increase the booking total TEU of the original Booking Confirmation.	<p>Subject to repricing of the amended equipment size/type,</p> <p>and</p> <p>Cancellation Fee applies if the change is provided seven (7) days or more prior to the Estimated Time of Departure of the original first leg ocean going vessel.</p> <p>No-Show Fee applies if the change is provided less than seven (7) days prior to the Estimated Time of Departure of the original first leg ocean going vessel.</p>
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Table 2: Booking Cancellation and Amendment scenarios for Non-FMC Shipments

Corresponding Booking Amendments from Schedule 2, Table 1	Change item	Timing and/or type of change	Amendment Fee Application	Cancellation/No-Show Fee Application	Repricing of ocean freight
1	Booking cancellation	>=/ >7 days before ETD	N/A	Y (Cancellation Fee)	N/A
		<7 days before ETD	N/A	Y (No-Show Fee)	N/A
3 & 4	Change of Port of Discharge	Pre-gate in	N/A	N/A	Y
		Post-gate in, COD Applied	N/A, COD fee is applicable	N/A	Y
5	Delay in Transit	On the water	N/A	N/A	Y

6	Change of Port of Loading	Pre-gate in & post-gate in	N/A	N/A	Y
7	Change of Vessel	Pre-gate in & post-gate in	N/A	N/A	Y
8	Change of Equipment size/type	Change from 20' to 40'	N/A	N/A	Y
		Change from 40GP to 40HC	N/A	N/A	Y
		Change from 45HC to 40HC	N/A	N/A	Y
		Change from 40' to 20'	N/A	Y (0.5 FFE Cancellation Fee or No-Show Fee)	Y
Additional		Change of parties to the bill of lading, (e.g., consignee, notify party etc)	N/A	N/A	N/A
Additional		Change of commodity description	N/A	N/A	N/A
Additional		Change of HS Code	N/A	N/A	N/A
Additional		Change of inland haulage or barge without changing mother vessel or feeder	N/A	N/A	N/A
Additional		Cancel origin store door ("SD") haulage (if no change to the ocean leg)	N/A	N/A	N/A
Additional		Purchasing Maersk Value Added Services ("VAS") (e.g., customs house	N/A	N/A	N/A

		brokerage or Value Protect, etc.) after receipt of Booking Confirmation			
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Table 3: Booking Cancellation and Amendment Details for FMC Shipments

Sr. No.	Booking Amendment	Description	Fee details
1	Cancellation (part of a shipment, including inland leg or the entire shipment)	If you wish to cancel a shipment of a part of or all of the Goods (except by combining bookings without impacting the TEU volume originally booked) after the Booking Confirmation has been issued, then a cancellation notice must be provided by you to us not less than seven (7) days before the scheduled estimated time of departure (“ETD”) of the original first leg ocean going vessel and you shall pay us a fee per container cancelled.	Cancellation Fee shown at the time of booking is applicable.
2	No-Show (part of a shipment or all)	If you fail to notify us of a cancellation of a part or all of the Goods in accordance with Clause 7 or fail to deliver a part or all of the Goods for a shipment, then you shall instead pay a no-show fee (“No-Show Fee”).	No-Show Fee shown at the time of booking is applicable.
3	Change of Destination (COD), Pre-gate in of the container(s) requested 7 days or more prior to the Estimated Time of Departure	You request to amend the final place of destination/delivery before a container is gated in at the port of origin.	Cancel and re-book. Cancellation Fee is applicable.
4	Change of Destination (COD), Pre-gate in of the container(s) requested less than 7 days prior to the Estimated	You request to amend the final place of destination/delivery before a container is gated in at the port of origin.	Cancel and rebook. No-Show Fee is applicable.

	Time of Departure		
5	Change of Destination (COD), Post-gate in of the container(s) requested 7 days or more prior to the Estimated Time of Departure	You request to amend the final place of destination/delivery after a container is gated in at the port of origin.	Cancel and re-book. Cancellation Fee is applicable.
6	Change of Destination (COD), Post-gate in of the container(s) requested less than 7 days prior to the Estimated Time of Departure	You request to amend the final place of destination/delivery after a container is gated in at the port of origin.	Cancel and re-book. No-Show Fee is applicable.
7	Change of Destination (COD), Post-vessel departure	You request to amend the final place of destination/delivery after a container is loaded on the vessel.	Tariff prices apply. COD Fee is applicable.
8	Delay in Transit (DIT)	You request to delay the transportation of your cargo while the shipment is onboard the vessel.	Subject to repricing. COD Fee is applicable.
9	Change of Origin (COO) requested 7 days or more prior to the Estimated Time of Departure	You request change to an origin to an origin available on Twill Booking platform.	Cancel and re-book. Cancellation Fee is applicable.
10	Change of Origin (COO) requested less than 7 days prior to the Estimated	You request change to an origin to an origin available on Twill Booking platform.	Cancel and re-book. No-Show Fee is applicable.

	Time of Departure		
11	Change of Vessel (COV) requested 7 days or more prior to the Estimated Time of Departure	You request to change a shipment to be carried on a different vessel/voyage than the one on the original Booking Confirmation.	Cancel and re-book. Cancellation Fee is applicable.
12	Change of Vessel (COV) less than 7 days prior to the Estimated Time of Departure	You request to change a shipment to be carried on a different vessel/voyage than the one on the original Booking Confirmation.	Cancel and re-book. No-Show Fee is applicable.
13	Equipment addition	You request to add the same or different size/type of equipment than the one(s) on the original Booking Confirmation.	No changes to the existing booking. Please place a new booking for the additional equipment
14	Change of equipment size/type requested 7 days or more prior to the Estimated Time of Departure	You request to change one or more equipment than the one(s) on the original Booking Confirmation.	Cancel and re-book. Cancellation Fee is applicable
15	Change of equipment size/type requested less than 7 days prior to the Estimated Time of Departure	You request to change one or more equipment than the one(s) on the original Booking Confirmation.	Cancel and re-book. No-Show Fee is applicable.

Table 4: Booking Cancellation and Amendment scenarios for FMC Shipments

Corresponding Booking Amendments	Change item	Timing and/or type of change	Amendment Fee Application	Cancellation/No Show Fee Application	New Ocean Freight applicable?
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from Schedule 2, Table 3					
1	Booking cancellation	=/>>7 days before ETD	N/A	Y (Cancellation Fee)	N/A
		<7 days before ETD	N/A	Y (No-Show Fee)	N/A
3, 4, 5, 6 & 7	Change of Port of Discharge	=/>>7 days before ETD	N/A	Y (Cancellation Fee)	Y
		<7 days before ETD	N/A	Y (No-Show Fee)	Y
		Post-vessel departure, COD Applied	N/A, COD fee is applicable	N/A	Tariff ocean freight applies
8	Delay in Transit	On the water	N/A	N/A	Y
9 & 10	Change of Port of Loading	=/>>7 days before ETD	N/A	Y (Cancellation Fee)	Y
		<7 days before ETD	N/A	Y (No-Show Fee)	Y
11 & 12	Change of Vessel	=/>>7 days before ETD	N/A	Y (Cancellation Fee)	Y
		<7 days before ETD	N/A	Y (No-Show Fee)	Y
14	Change of Equipment type/size =/>>7 days before ETD	Change from 20' to 40'	N/A	Y (Cancellation Fee)	Y
		Change from 40GP to 40HC	N/A	Y (Cancellation Fee)	Y
		Change from 45HC to 40HC	N/A	Y (Cancellation Fee)	Y
		Change from 40' to 20'	N/A	Y (Cancellation Fee)	Y
15	Change of Equipment type/size <7 days before ETD	Change from 20' to 40'	N/A	Y (No-Show Fee)	Y
		Change from 40GP to 40HC	N/A	Y (No-Show Fee)	Y
		Change from 45HC to 40HC	N/A	Y (No-Show Fee)	Y
		Change from 40' to 20'	N/A	Y (No-Show Fee)	Y
Additional		Change of parties to the bill of lading (e.g., consignee,	N/A	N/A	N/A

		notify party, etc.) pre-gate in			
Additional		Change of commodity description pre-gate in	N/A	N/A	N/A
Additional		Change of HS Code pre-gate in	N/A	N/A	N/A
Additional		Change of inland haulage or barge without changing mother vessel or feeder	N/A	N/A	N/A
Additional		Cancel origin store door (“SD”) haulage (if no change to the ocean leg)	N/A	N/A	N/A
Additional		Purchasing Maersk Value Added Services (“VAS”) (e.g., customs house brokerage or value protect, etc.) after receiving Booking Confirmation	N/A	N/A	N/A

Schedule 3: Document Amendment Details

Sr. No.	Document Amendment	Description	Fee details
1	Changes to the details on the Bill of Lading(s) (“B/L”)	You request to amend details of the Bill of Lading generated for your booking, such as, but not limited to, the party types, cargo description.	B/L amendment fee is applicable. Change of commodity type may be subject to repricing and is always subject to

			these Terms and our approval.
2	Changes to the Bill-to Party	You request to amend billing information related to your booking, such as a requested change to the bill-to party.	Payer Amendment fee is applicable.
3	Changes to the details of the Customs Clearance declaration(s)	You request to amend details of the customs clearance declaration generated for your booking, such as changing the value of the cargo or other relevant details prior to customs clearance has been authorized by the authorities, in the event we agree to provide customs clearance services (CHB).	No fee applies.
4	Changes to the details of the Delivery Order(s)	You request to amend details of the Delivery Order generated for your booking, such as the mode of transportation or any other specific delivery instructions.	No fee applies.