



# 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-U.S. trade lanes, the Contract terms apply for U.S. trade 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 herein by reference and shall apply to all individual shipments carried under these Maersk Flexible Terms v. 2 (hereinafter referred to as "**Flexible Terms v.2**" or "**Terms**"). The definitions set out in the Terms for Carriage and Service Contract Terms are adopted for these Flexible Terms v.2. The term "Contract" as used herein means the service contract signed between the parties for filing with the Federal Maritime Commission ("FMC").

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

1. these Flexible Terms v.2 including Contract Output;
2. the Terms for Carriage; and
3. the Service Contract Terms (for non-U.S. trade lanes) and the Contract (for U.S. trade lanes), as applicable.

1.2 The contract output specifies the geographic scope, commodities, rate related information and the Minimum Quantity Commitment ("**Contract Output**") which forms a part of these Flexible Terms v.2 as set out above. Rates appearing in the Contract Output may be subject to surcharge(s) resulting from congestion, emergency risks, government or supranational 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 Terms shall come into effect on the Commencement Date as provided in the Contract Output or the earliest date permitted by the U.S. Shipping Act and shall expire on the Expiration Date as stated in the Contract Output (the "**Term**"), unless terminated earlier in accordance with the termination provisions hereunder. Shipper's and Carrier's respective commitments towards the Minimum Quantity Commitment under these Terms shall only apply within the scope stated in the Contract Output.

2.2 Carriage of dangerous and/or hazardous Goods shall be subject to Clause 21 of the Terms for Carriage and acceptance thereof shall be subject to Carrier's sole discretion. The commitments/promises covered under these 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 VOLUME COMMITMENTS

*Shipper's Minimum Quantity Commitment*



3.1 Shipper commits to tendering for carriage a minimum quantity of Forty Foot Equivalent Units (“FFE’s”) during the Term (the “**Minimum Quantity Commitment**”). If Shipper fails to tender the Minimum Quantity Commitment, Shipper may be liable to pay Carrier liquidated damages. For the purpose of calculating properly tendered volumes, the following equivalencies shall apply:

|     |            |                   |            |
|-----|------------|-------------------|------------|
|     | <u>20’</u> | <u>40’ HC/NOR</u> | <u>45’</u> |
| Dry | 0.5 FFE    | 1 FFE             | 1 FFE      |

In this table “HC” means a high cube container. “NOR” means a non-operating reefer container.

3.2 The Minimum Quantity Commitment shall be prorated for the number of weeks in the Term to give the “**Weekly Volume Nomination**”. The Weekly Volume Nomination is an indication of the number of FFEs that Shipper intends to tender for carriage in any given week. Each booking will be allocated to a particular week in the Term (each an “**Allocation Week**”), and the relevant Allocation Week against which a specific FFE is recorded will be the Allocation Week in which the Proforma Departure Date for the intended sailing falls. The “**Proforma Departure Date**” is the date on which the relevant vessel is intended to depart the intended loading port per Carrier’s proforma schedule, which Carrier will share with Shipper on request.

3.3 Shipper may tender an amount of FFE from week to week based on an adjustment of the Weekly Volume Nomination by the Flexibility as recorded in the Contract Output.

\*By way of non-binding example only, we set out the below hypothetical situation:

Minimum Quantity Commitment from Shanghai to Rotterdam = 5200 FFEs

Term: 52 Weeks

Weekly Volume Nomination= 100 FFEs (5200/52)

Flexibility agreed to be 10% of the Weekly Volume Nomination, i.e., 10 FFEs/week.

Weekly Volume Nomination plus Flexibility= 110 FFEs

#### *Shipper’s Weekly Volume Commitment*

3.4 Shipper may place bookings at any time up until seven (7) calendar days in advance of the Estimated Time of Departure of the intended vessel from the intended load port as set out in Carrier’s schedule (the “**ETD**”). Any volume booked up until seven (7) calendar days prior to the ETD which is within the Weekly Volume Nomination plus the Flexibility becomes Shipper’s weekly volume commitment (“**Weekly Volume Commitment**” or “**WVC**”).

3.5 Any booking request made within seven (7) calendar days of the ETD will be considered a booking outside of the Weekly Volume Commitment and accordingly must be made as a request for space under Always Space (see Clause 3.9 below).



3.6 Shipper shall tender the Weekly Volume Commitment for carriage with Carrier before the cut-off time(s) indicated in the booking confirmation.

3.7 If Shipper fails to tender part or all of the Weekly Volume Commitment as booked for any reason whatsoever including, without limitation, cancellation, amendment or no show, such number of FFE not properly tendered or cancelled shall constitute the “**Cancelled Volume**”. Shipper shall pay Liquidated Damages on the Cancelled Volume in accordance with Clause 5.

3.8 Carrier shall reasonably seek to accept amendments made to any bookings under these Terms, subject always to Carrier’s right to charge amendment fees in Carrier’s discretion and changes to the pricing of any amended bookings that are accepted.

#### *Request for Additional Space*

3.9 If Shipper requires additional space in excess of the Weekly Volume Nomination plus the Flexibility, or if the booking request falls outside of the Weekly Volume Commitment because it is made within 7 calendar days prior to the ETD, then Shipper may seek to book such additional space via:

1. Maersk.com, via Always Space powered by Maersk Spot; or
2. An “Always Space Contract Output”, which sets out the rates for further volumes that may be carried as “Always Space” volumes under these Terms. Carrier may, but shall not be obliged to, provide additional space at the rates stated in the Always Space Contract Output up to 50% of the Weekly Volume Nomination in any given week.

#### *Free Time*

3.10 These Terms shall be subject to the Free Time terms applicable as of the Commencement Date of these Terms.

3.11 The applicable Free Time terms shall be made available by Carrier to Shipper at the time of booking.

## **4. CARRIER’S COMMITMENTS**

#### *Carrier’s Space Commitment*

4.1 Carrier shall provide sufficient vessel capacity to carry all cargo actually tendered by Shipper within the Weekly Volume Nomination from week to week.

4.2 Shipper’s sole and exclusive remedy for Carrier’s failure to carry all cargo actually and properly tendered by Shipper within the Weekly Volume Nomination from week to week shall be the payment of liquidated damages as set out in Clause 6.

#### *Carrier’s Loading Target*



4.3. Carrier shall endeavour to load the volume accepted for carriage onboard the original first leg ocean going vessel listed in the booking confirmation, always subject to Carrier's service schedules, service patterns and network constraints.

4.4 If Carrier cannot satisfy a booking on the requested sailing, Carrier expects and intends (without guarantee) to accept such booking on a later sailing.

4.5 Carrier shall not bear any responsibility for refusing to accept a booking or for refusing to load cargo if any of the following apply (each an "**Extenuating Circumstance**"):

1. Shipper's untimely provision or failure to provide documents necessary for the transportation of Goods or any incorrect declarations by Shipper;
2. The late gate-in of the Goods;
3. Laden containers which do not comply with weight restrictions or limitations under applicable law (e.g., overweight containers) or containers that are damaged by inadequate loading and stowage of the Goods;
4. Any default or breach of these Terms or any other set of terms agreed between the parties, on the part of Shipper or anyone acting on Shipper's behalf, which may result in or create any hindrance to Carrier's ability to perform hereunder;
5. Any event beyond Carrier's reasonable control which causes or results in Carrier being unable to perform (in whole or in part), including, but not limited to, strikes, work stoppages, lockouts or circumstances arising from threats thereof; acts of God, states or a public enemy, terrorism or threats thereof, 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
6. Any omission of a scheduled call at any relevant port affecting the voyage due to operational reasons or any other reason beyond Carrier's reasonable control or anticipation.

#### *Allocation Grouping(s)*

4.6 Shipper's volume commitment and Carrier's space commitment may be split by Carrier into Allocation Grouping(s). An "Allocation Grouping" is a region-based group of load ports and discharge ports, which include the applicable port pairs for that Allocation Grouping. This will often be on a 'route code' basis.

4.7 Carrier may, in its sole discretion, offer Shipper to reallocate a portion of Shipper's Minimum Quantity Commitment from one Port Pair to a different port pair, provided that the new port pair is a part of the same Allocation Grouping as the original port pair. If Carrier does so:

1. Carrier shall be under no obligation to carry any cargo provided for by these Terms between the original port pair, if Carrier has offered to carry such cargo between a new port pair within the applicable Allocation Grouping; and



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2. Shipper is entitled to decline Carrier's offer to ship cargo between the new port pair, in which case Shipper shall not be required to tender the relevant cargo for the new port pair and Carrier shall not be required to carry them under these Terms.

4.8 The provision of availability between port pairs and provision of 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 change. In such cases, the parties shall seek to agree to reallocate the impacted volumes to an unaffected port pair(s) within 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 Minimum Quantity Commitment in an amount equal to the impacted volume for the affected time period without any further liability for damages from either party.

4.9 The carriage of any volumes reallocated pursuant to Clauses 4.6-4.8 shall be subject to the rates stated in the Contract Output.

### *Equipment*

4.10 Subject to Clauses 4.11-4.14, Carrier shall provide Shipper with the equipment indicated in the booking confirmation or a reasonable alternative.

4.11 Save for as expressly agreed in writing between the parties, Carrier is under no obligation to provide:

1. any special grade containers, including: food/dairy, flexitank, open tops, flat racks and scrap-grade containers;
2. any equipment from any location other than the default 'Empty Container Depot' stated in the booking confirmation; and/or
3. any equipment on a date earlier than the equipment 'Release Date' stated in the booking confirmation.

4.12 Some equipment grades are subject to additional charges. By making a booking to include such equipment grades, Shipper agrees to pay the additional amount. Details of those charges can be found at <https://www.maersk.com/local-information> under the country specific section or by contacting Carrier's relevant local office.

4.13 If the parties have agreed on an equipment pick up/drop off point which is different from the origin/destination locations stated in the booking confirmation, Shipper agrees to pay any additional charges that may apply to that revised pick up/drop off point.

4.14 Carrier shall only provide 45' equivalent units and non-operating reefer containers (NORs) if it is expressly confirmed in the booking confirmation. Carrier reserves the right to substitute 45' equivalent units and NORs with FFE and/or 40'HC equivalent units.

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

### *Liquidated Damages for Failure to Tender the Minimum Quantity Commitment*

5.1 Shipper's tendered volumes shall be reviewed by Carrier on an annual basis. The review period is one contractual year, meaning that the first annual review period will be the period between the effective date of these Terms and the first anniversary of the effective date of these Terms.

5.2 If Shipper fails to tender eighty percent (80%) or more of the Minimum Quantity Commitment in any year, the Shipper shall pay to Carrier liquidated damages at the liquidated damages rate set out in the Contract Output (the "**Liquidated Damages Rate**").

5.3 The Liquidated Damages Rate shall be payable per FFE, on the higher of:

1. The FFE amount of the Cancelled Volumes, per Clause 3.7; or
2. The FFE amount of:
  1. Eighty percent (80%) of the Minimum Quantity Commitment; LESS
  1.
    2. The number of FFEs properly tendered for carriage during the annual review period (the "**Tendered Volume**").

*By way of non-binding example only, we set out the following hypothetical situation:*

*The Minimum Quantity Commitment is 1,000 FFEs;*

*80% of 1,000 FFEs equals 800 FFEs;*

*The Tendered Volume is 600 FFEs; and*

*The Cancelled Volume is 220 FFEs.*

*In this example, liquidated damages will be charged on the higher of:*

1. *The Cancelled Volume (220 FFEs); or*
2. *The difference between 80% of the MQC (800 FFEs) and the Tendered Volume (600 FFEs), being 200 FFE.*

*The liquidated damages to be assessed would therefore be the applicable Liquidated Damages Rate multiplied by 220.*

5.4 For the purpose of any liquidated damages calculation, the Tendered Volume means the actual amount of cargo properly tendered to Carrier for ocean carriage under this Agreement, including:

1. Any cargo that fall within the Weekly Volume Nomination as adjusted by the Flexibility that Shipper seeks to tender, but that Carrier is unable to carry; and

2. Any cargo booked under the Always Space option, if accepted by Carrier for carriage.

5.5 Shipper shall not be liable to pay liquidated damages for failure to tender the Minimum Quantity Commitment where, with respect to a given cargo:

1. it was impossible for Shipper to tender the cargo due to any events beyond Shipper's reasonable control including, but not limited to, strikes, work stoppages, lockouts or circumstances arising from threats thereof; acts of God, states or a public enemy, terrorism or threats thereof, 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
2. Carrier has failed to make available a vessel or an alternative vessel due to a blank sailing.

The limitation of liability in this Clause 5.5 is subject to receipt of evidence thereof to Carrier's satisfaction, and relates only to the specific cargo affected.

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

6.1 If Carrier fails to make available vessel capacity in accordance with Clause 4.1, Carrier shall be liable to pay to Shipper liquidated damages in accordance with this Clause 6.

6.2 Carrier shall pay liquidated damages to Shipper based on the Liquidated Damages Rate.

6.3 The volume against which the Liquidated Damages Rate shall be calculated is reviewed on an annual basis. The review period is one contractual year, meaning that the first annual review period will be the period between the effective date of these Terms and the first anniversary of the effective date of these Terms.

6.4 Liquidated damages shall be calculated as the Liquidated Damages Rate, multiplied by the number of FFEs derived from the following calculation (if a positive number):

1. The total volumes properly tendered for carriage by Shipper within the Weekly Volume Nomination (including any such volumes that Carrier was unable to carry); LESS
2. The total volumes carried by Carrier during the annual review period (including any volumes carried within the Flexibility or under Always Space); LESS
3. The total volumes properly tendered for carriage by Shipper within the Weekly Volume Nomination that Carrier was unable to carry but which were affected by an "Extenuating Circumstance" as per Clause 4.5.

*By way of non-binding example only, we set out the following hypothetical situation:*

*Shipper tendered 1000 FFEs for shipment across the review period.*



*Of those 1000 FFEs:*

*200 FFEs were booked as a part of the Flexibility; and*

*100 FFEs were booked via Always Space.*

*(Carrier carried all 300 FFEs that were part of the Flexibility or booked on Always Space)*

*Of the 700 FFEs that were a part of the Weekly Volume Nomination, Carrier failed to carry 200 FFEs in accordance with these Terms.*

*In that situation, the Liquidated Damages Rate would apply to the number of FFEs derived from the following calculation:*

*700 FFEs – being the 700 FFEs tendered that was a part of the Weekly Volume Nomination*

Less

*800 FFEs – being the 800 FFEs actually carried by Carrier across the review period (comprising the 200 FFEs that were a part of the Flexibility, the 100 FFEs that were booked on Always Space and the 500 FFEs carried that were booked as a part of the Weekly Volume Nomination)*

Less

*0 FFE – being the amount to which an Extenuating Circumstance applies.*

*In this instance, the Liquidated Damages Rate would apply to a negative figure (-100 FFEs), so no liquidated damages would be payable by Carrier.*

6.5 The liquidated damages under this Clause 6 are Shipper's sole and exclusive remedy for any and all failures by Carrier to meet its commitments under these Terms.

6.6 Any liability for loss or damage during carriage shall be subject to and provided for in the Terms for Carriage.

6.7 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 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 or punitive and/or other extraordinary damages claimed by Shipper. The foregoing limitation shall apply regardless of the form of action, whether the damages or other relief sought are based on a theory of breach of warranty, breach of contract, tort (including negligence), strict product liability or any other legal or equitable theory, even if Carrier has been advised of the possibilities of such damages. The prohibition on the foregoing types of damages shall also apply whether the damages are characterized as "contract damages", "tort damages" or otherwise.

## **7. REVIEW, INVOICING AND PAYMENT OF LIQUIDATED DAMAGES**

7.1 The Carrier shall conduct an annual review of performance under these Terms and ascertain any shortfall.

7.2 Following the annual review, the invoicing procedure set forth below shall apply to all invoices generated for liquidated damages amounts pursuant to these Terms:

1. Invoices for liquidated damages will be submitted on an annual basis in arrears by Carrier to Shipper in an agreed format.
2. The invoiced amount will be the result of the total amount of liquidated damages owed by Shipper, if any, LESS the amount of liquidated damages owed by Carrier, if any.
3. In the event that the amount of liquidated damages payable by Carrier is more than the total amount of liquidated damages payable by Shipper during any given year, Carrier shall follow a self-billing process and at its sole discretion: (a) issue a credit note in the name of Shipper for the difference in amount; or (b) if at the request of Carrier, Shipper has provided its banking details to Carrier prior to the commencement date of these Terms, refund the difference in amount to the designated bank account.
4. Shipper shall not claim any credit from Carrier until the credit note is issued in Shipper's favour after the annual review.
5. A credit note shall not be issued in favour of Shipper and Shipper shall waive its right to any liquidated damages from Carrier whatsoever if Shipper has overdue invoices outstanding in an amount of more than 10% of the Shipper's total outstanding invoice amounts.

7.3 If Shipper believes that there is any discrepancy in Carrier's invoice, Shipper must notify Carrier of such, outlining the basis for contesting the invoice within seven (7) days from the date of the invoice. Any invoices that are not contested in accordance with this provision shall be deemed to be valid and undisputed.

7.4 Shipper shall make its payments for any invoice issued by Carrier pursuant to this Clause 7 on the payment due date indicated on the invoice, or in accordance with the separate credit agreement agreed to between the parties (if any).

7.5 Any and all costs related to tax or any other mandatory charges, fines, penalty, fees, etc. as required by law or regulation shall be borne by the party legally liable to pay for such costs.

## 8. FAILURE TO PAY INVOICES

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

1. Withhold original documents including transport documents and/or cargo until all outstanding amounts due under these Terms, including the costs of collection efforts are settled.
2. Suspend or terminate the provision of credit privileges and/or immediately withdraw from or terminate any and all agreements existing with Shipper including but not limited to these Terms and also cancel all negotiations with Shipper without any consequence.
3. Suspend or terminate any special benefit and/or privilege whatsoever provided to the Shipper under these Terms and/or any other agreement with the Carrier or with any company or other entity within the A.P. Moller Maersk Group.
4. Exercise any applicable right of lien over any cargo and discontinue any services.
5. Upon notice, assess a fixed charge and/or interest permissible under applicable law on the outstanding overdue amounts.
6. Commence collections proceedings to recover all amounts due and owing to Carrier. Any expenses and fees incurred in collection efforts shall be recoverable from Shipper.

## 9. 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 schedules and 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 the cargo, whether within the Minimum Quantity Commitment or not, from or to such origin/destination. In such event, Shipper and Carrier shall negotiate in good faith regarding an amendment to these 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 shall have the right to cancel, upon written notice to the other, the part of these Terms relating to the specific origin/destination which is affected by the service change.

## 10. EMISSIONS REGULATION CLAUSE

10.1 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 decarbonisation or any other environmental concern (each an “**Emissions Regulation**”).

10.2 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 Flexible Terms. Specifically and without limitation, Shipper agrees that each of the following shall be considered to be an Emissions Regulation under these Terms:

10.2.1 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”;

10.2.2 The expansion of the European Union Emissions Trading System (ETS) to include the shipping industry, and to be phased in beginning in the year 2024; and

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

10.3 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 Terms.

## **11. TERMINATION**

11.1 After carriage of at least 1 FFE, these Terms, the Contract Output and the Contract (for U.S. trade 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 Terms and the Contract (for U.S. trade lanes) with notice immediately.

11.2 In the event of termination, the accrued rights and liabilities of the parties as at termination and the continuation of any provision surviving termination, shall not be affected.

## **12. ENTIRE AGREEMENT**

Notwithstanding anything herein to the contrary, these Terms, including the Contract Output, Carrier's Terms for Carriage and the Tariff together constitute the entire agreement and understanding between the parties pertaining to the subject matter contained in these Terms, and these Terms supersede 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 Terms for non-U.S. trade lanes by way of public notice or any other way informing the Shipper. Any update, revision and change to these Terms for U.S. trade lanes shall be subject to mutual agreement and effective once filed with the FMC.

## **13. WAIVER**



Any failure by either party in exercising any right, power or privilege under these 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.

## 14. LAW AND JURISDICTION

For shipments to or from the U.S., any dispute relating to the Contract (for U.S. trade lanes) and these Terms shall be subject to the U.S. Shipping Act of 1984, as amended, and shall otherwise be construed and governed by the statutory and general maritime law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York, except for the choice of law rules of either. The United States District Court for the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, 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

| <b>Sr. Booking No. Amendment/Cancellation</b> | <b>Description</b>                       | <b>Fee Details</b>  |
|---|--|---|
|   |  | Subject to repricing for ocean and inland.  |
| 1   | 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<br>Subject to an amendment fee if the amendment is to a booking within the Weekly Volume Commitment.<br>Subject to repricing. |
| 2   | 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<br>COD Fee applies.<br>DIT follows COD on water process.<br>Subject to repricing for ocean and inland                          |
| 3   | Change of Origin (COO)                   | Shipper requests change of origin to an origin stated at the time of contracting.<br>No fee, unless the amendment reduces the amount of cargo (in FFE) to be tendered.  |



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|   |   |   |   |
|---|---|---|---|
| 4 | 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.   |
| 5 | Equipment amendment   | Shipper requests change to equipment size/type  | Amendment Fee applies.<br><br>DIT follows COD on water process<br>Subject to repricing of the amended equipment,<br><br>No fee, unless the amendment reduces the amount of cargo (in FFE) to be tendered. |
| 6 | 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.   |