



These Maersk Sales on Water Terms apply to the carriage of goods subject to 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 Sales on Water 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 Sales on Water, 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.

"Sales on Water" means a value-added service enabling a beneficial cargo owner to optimise their supply chain by having the flexibility to change their final destination port.

"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 These terms and conditions apply to any booking and carriage of goods subject to 'Maersk Sales on Water'.

2.2 Further, notwithstanding any existing service contract, contract of carriage, whether evidenced by a transport document or otherwise, the Parties agree that by making a request for booking Maersk Sales on Water, these terms shall apply and govern the services rendered in connection with Maersk Sales on Water.

2.3 Sales on Water can only be applied to destination ports located within the geographical limit as provided to the Customer at the time of booking Sales on Water.

3. Services

3.1 Sales on Water is an add-on service to the ocean transport, providing the customer flexibility of deciding final destination of shipment, whilst enroute from origin to the designated Transit Hub.

3.2 For shipments subject to Sales on Water, the customer must provide the final destination before the deadline as agreed prior to vessel arrival at transit hub. If made within the deadline, Carrier shall arrange the connection for the requested final destination, and if applicable, storage options in Transit Hub. Carrier shall also arrange a new Bill of Lading to be issued for the final destination. If however, the Customer fails to notify the final destination within the deadline, then the Carrier shall proceed as initially booked, with no change to final destination, nor with storage. Any and all costs arising due to Customer's non notification shall be borne solely by the Customer

4. Obligations of Customer



Without prejudice to any rights and obligations set out under the Terms for Carriage available at <https://terms.maersk.com/carriage>, the customer represents, warrants and undertakes that that all goods tendered to Maersk for Sales on Water shall be of such condition and quality, including and without limitation, have a shelf-life, maturity, durability and temperature so as to be able to withstand the particular subject matter transport and any associated handling and storage as may be required in this service.

5. Liabilities

5.1 Carrier's liability under this Agreement for any cargo loss, damage, delay, misdelivery and/or any other breach of the contract of carriage, if any, shall be determined exclusively under the terms and conditions set out in the Terms for Carriage.

5.2 Carrier shall not be liable for any matter which arises under or in connection with Sales on Water unless such matter arises as a result of Carrier's gross negligence or wilful misconduct. Carrier's maximum liability to the Customer for any and all matters which arise under or in connection with Sales on Water shall be limited to the charges paid by the customer for the affected services. The parties hereto acknowledge and agree that the remedies provided under this section shall be the Customer's sole and exclusive remedy for any claims relating to Sales on Water.

6. Charges

6.1. The Customer shall be charged under the Sales on Water surcharge upon the request for new destination.

7. Confidentiality

7.1 (1) Any and all information provided to Customer:

(a) which relates to these services, whether in oral, graphic, written, or received through electronic transmission, observation, meetings or otherwise, from the Carrier, whether furnished before, on or after the date hereof,

(b) which relates to the fact that any negotiations or discussions are taking place concerning Sales on Water, and/or

(c) is disseminated, summarised or otherwise used by way of notes, analyses, compilations, copies, extracts, reproductions, computer data, dashboards, memoranda, notes and other documents provided by Carrier or any of its representatives;

shall be considered proprietary in nature and shall be held in strict confidence by the Customer at all times and the Customer shall not disclose directly or indirectly to any third party or use the confidential information for any purpose, other than considering, evaluating and negotiating this service.

7.2 Any digital service made available to the Customer by Maersk shall be subject to the terms of Maersk's Digital Services User Terms, available at <https://terms.maersk.com/digital-services>.

7.3 The Customer agrees to indemnify and hold harmless the Carrier from and against all actions, claims, damages, losses, expenses and costs (including legal fees) which the Carrier may incur or become liable for as a result of any breach under this Clause 7.

8. Term and Termination

8.1 This Agreement shall be effective from the Valid From date and expire on the Valid To date, or the date of expiry of the Service Contract, whichever is earlier. The Parties may extend the contract period of these Terms by mutual consent over email with reference to this Agreement. Either party may terminate these services, without cause, giving thirty (30) calendar days' notice to the other party by any means permitted by law or by electronic mail to a party's representative. Notwithstanding the foregoing, termination or expiry shall be without prejudice to any rights and/or obligations accrued prior to such termination or expiry.

9. Exclusions

9.1. 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.

9.2 Unless otherwise previously agreed in writing, the Carrier shall be under no obligation to carry any goods that may be hazardous, noxious (including radioactive materials), inflammable, explosive or which are or may become liable to damage to any property or person whatsoever.

10. Miscellaneous

10.1 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.

10.2. These conditions, and all non-contractual matters associated with, arising out of or connected with them, shall be governed by and interpreted in accordance with English law and the parties agree that the English courts have exclusive jurisdiction to adjudicate upon any dispute which arises in connection with these conditions and all non-contractual matters associated with, arising out of or connected with them, save that the Carrier retains the right to bring proceedings against the Customer in any other court of competent jurisdiction.