



## **Section 1: Bookings**

- 1.1 The quote reference provided must be presented to the customer service representative before a booking can be completed.
- 1.2 Where your quotation or booking concerns non containerized cargo loaded, but not limited to, a flat rack. Such cargo may be stowed on deck unless your written instruction to state otherwise is received within reasonable time prior. The Shipper acknowledges that the Carrier is authorized to carry the Goods on the deck of any vessel. In tendering the Goods to the Carrier for shipment (whether a bill of lading is issued or not), the Shipper, acting for his own account as well as for and on behalf of the Consignee and of the Holder of the Bill of Lading, expressly accepts and agrees to all the terms and conditions, whether printed or stamped or otherwise incorporated on the face and on the reverse side of the Carrier's Bill of Lading and the terms and conditions of the Carrier's applicable tariff as if they were all signed by the Shipper and further expressly confirms his unconditional and irrevocable consent to the carriage of the goods on the deck of any vessel.
- 1.3 Shippers / Forwarders are required to advise at time of booking, if any of the following commodities are loaded for any vessels transiting the Suez Canal prior to the vessel sailing UK. (I) Military or Diplomatic – anything going to a Military or Diplomatic consignee (II) Narcotics i.e. any drugs or pharmaceutical products etc. (III) Alcohol or Tobacco i.e. any box containing alcohol products or tobacco products.
- 1.4 Any charges incurred due to the incorrect declaration of cargo will be for the account of the shipper and an increase in rates may be implemented with immediate effect.
- 1.5 All hazardous cargo is subject to acceptance at time of booking by the operating line.
- 1.6 All UCR numbers must be provided to the relevant CMA CGM Port office prior to, the day before the vessel arrives into Port.
- 1.7 Where the contents of the container includes a used vehicle, CMA CGM will require the registration number, chassis number, copy of the log book and registration document before the booking can be accepted.

## **Section 2: Transport & Logistics**

- 2.1 Where haulage is performed by the Merchant and in the case where specialist equipment including, but not limited to - CDOF, Food Grade or Scrap Grade is requested. The haulier upon collecting from any depot or quay, ensures reasonable inspection of the container(s) for any clear defects. The Merchant acknowledges and accepts without condition that CMA CGM (UK) Limited is relieved of all liability for loss incurred by the Merchant after the signing of the Interchange Agreement.
- 2.2 Any changes to transportation instructions must be notified and confirmed in writing before 12.00 noon the day before loading / delivery, unless otherwise agreed or stipulated to avoid any wasted journey costs.
- 2.3 For export collections, vehicle detention will be applicable where loading exceeds 3 hours and will be charged as per tariff unless expressly stated otherwise.

## **Section 3: Dangerous Goods**

- 3.1 Any charges incurred due to non supply of hazardous details at time of booking and/or quotation will be for the shippers account.
- 3.2 The Shipper is responsible for the supply of DGN and Tremcards, and the supply and fixing of hazardous labels to container.
- 3.3 CMA CGM UK Limited would like to remind you of the IMDG Code rule change that became mandatory 1st January 2012. Articles with an internal combustion engine will fall within the scope of the IMDG Code and must be notified to carriers as dangerous goods, UN3166, Class 9. All relevant Hazardous surcharges will apply. If in any doubt we recommend that you consult your DGSA or competent authority.

## **Section 4: Recyclables**

- 4.1 Where consignments are said to contain waste materials of any kind, it is the responsibility of the Merchant to ensure said cargo is properly declared and complies with all regulations applicable at origin, transit and destination points and in particular, but not limited to, Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, without limitation to any further amendment. Any loss or damage arising from inaccuracy or omission by the Merchant in whatsoever manner will be for the Merchant's account and applicable in addition to clause 7.
- 4.2 Where advised as part of your quotation or operational by trade custom, all Letters of Indemnities and/or Annex VII documents must be fully completed and endorsed prior to booking acceptance.

## **Section 5: Finance, Surcharges & Validities**

- 5.1 All quotations are based on freight Prepaid unless otherwise stated.
- 5.2 It is reminded that if a shipment is made on a "freight collect" basis you guarantee and will be responsible for the payment of all freight and charges payable by the receiver and that you shall proceed with the full payment of all outstanding freight and charges should they remain unpaid for more than three consecutive days after discharge.
- 5.3 All quotations are valid up until the date shown, where no date is apparent, rates are valid for 30 days only.
- 5.4 War Risk Surcharge may be applied (if at USD 0) or increased on current quotations WITHOUT NOTICE AT ANY TIME, EVEN AFTER ISSUANCE OF BILLS OF LADING.
- 5.5 All surcharges are considered as variable and will be charged at the current level at the time of shipment unless otherwise specified.
- 5.6 All invoices are to be settled within agreed credit terms. Non credit terms: Invoices are due for payment immediately. Delaying payment until the requirement for the physical possession of the bill of lading is strictly prohibited.
- 5.7 CMA CGM UK Limited reserves the right to apply interest charges inline with the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Interest charges as outlined in clause 5.7, are payable in addition to freight charges and full payment of both is required prior to releasing the bill of lading.
- 5.9 The quotation provided is subject to the additional charges implemented with or without prior notice.
- 5.10 CMA CGM UK Limited will seek recovery of any charges outstanding and payable to CMA CGM at the point of abandonment. CMA CGM, under the terms of the Bill of Lading, also has a right to sell or otherwise dispose of the goods if abandoned. The cost of such sale or disposal will be added to the charges already outstanding and recovery of the increased sum will be pursued.

## **Section 6: OFAC (Office of Foreign Assets Control)**

- 6.1 The Carrier reserves its right to decline any booking involving a SDN (OFAC) entity; nevertheless if cargo is loaded prior to receiving final shipping instructions, cargo may be discharged in an alternative port and, subject to possibility, returned to the port of origin at the Merchant cost and expenses. The List of SDN entities can be obtained at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.
- 6.2 Where clause 6.1 is invoked all previous or subsequent quotations are deemed void without notice.

## **Section 7: Miscellaneous**

- 7.1 The quotation provided is intended for the recipient indicated at the given company or organisation, CMA CGM UK Limited reserves the right to withdraw the offer where it is passed to a third party.
- 7.2 The transit time stated is, without exception, approximate only.
- 7.3 Shipments shall be subject to CMA CGM bill of lading terms and conditions available in any CMA CGM agencies or on the CMA CGM web site: [www.cma-cgm.com](http://www.cma-cgm.com)
- 7.4 Where any contradiction in whatsoever way has been encountered the bill of lading shall take precedent.