



CONTAINER GUARANTEE FORM STANDARD DRY CONTAINER -LOCAL

Dear Sirs,

In consideration of you releasing the attached full container(s), we hereby personally agree and undertake that:

1. We shall at our own risk and expense take delivery of the said container(s) from the ICD and carry them to the final delivery as per the details indicated on the bill of lading
2. We shall within ten (10) days after delivery of the container(s) in the ICD, at our risk and expense return the said container(s) and redeliver them in a clean state and condition to: **APMT Kampala - Empty Depot Kakajjo** or any other terminal/destination designated by you and give notice in writing within 24 hours of such redelivery.
3. In the event the return of the containers falls AFTER the due date herein provided, the free period will be deemed expired and the container/s will not be accepted at the depot without a VALIDATION of the return date. We will therefore provide proof of payment for Advance Demurrage to the Line for confirmation/validation, after which the container/s will be delivered before the expiry of such validation, to the depot/ port advised at our own cost
4. If the container(s) upon return to a designated depot in Nairobi or Kampala is/are found to be damaged, then you reserve the right to re-nominate a depot in Mombasa to where we must then return the container(s). It is expressly agreed between us that the said notice must be made in writing as aforesaid.
5. We shall be and remain fully responsible for the proper care and maintenance of the said container(s) during the period commencing when taking delivery and ending when redelivery has taken place as stated in paragraph (2) above.
6. At the time of return, the container(s) shall be inspected by you in the presence of our agent and an Equipment Interchange Report issued showing state of container.
7. We undertake to be bound by the said Interchange Report unless we dispute its contents in writing within Six (6) days of its being issued and we also undertake to forward our written requests for a joint survey before the expiry of the six (6) days. Failure to meet these timelines will mean we have surrendered our right to the survey.
8. Should there be any loss or damage to any of the said container(s) during the said period, we shall at our risk and expenses replace the same or have it repaired by a reputable contractor to be approved by you.
9. We shall pay detention and administration charges on the following basis:
 - a) The first ten (10) calendar days after gate in Kampala, counting from 8.00 a.m. on the day of gate in, will be free.
 - b) After expiry of the allowed free time, the container(s) are subject to the below scale of detention charges.

Detention charges per container per day or part thereof:

Charge Description			special equipment	special equipment	reefer	reefer
	20' Dry	40' Dry	20' S/Equipment	40' S/Equipment	20' Reefer	40' Reefer
Charge - Per container						
Demurrage per day – for first 7 days	USD 10	USD 20	USD 20	USD 40	USD 40	USD 80
Demurrage per day – for the next 7 days	USD 20	USD 40	USD 40	USD 80	USD 80	USD 160
Demurrage per day thereafter	USD 30	USD 60	USD 60	USD 120	USD 120	USD 240
Transit Standard free days	28 days	28 days	19 days	19 days	19 days	19 days
Transit Standard free days (Congo/Sudan)	38 days	38 days	19 days	19 days	19 days	19 days
Local Standard free days	9 days	9 days	5 days	5 days	5 days	5 days

10. We confirm that should any sum owing under this agreement be outstanding for a period in excess of Fourteen (14) days after being invoiced, Maersk Uganda, will be at liberty to engage the services of a debt collector to ensure recovery, and we undertake to reimburse Maersk Uganda any collection charges incurred by them.

In consideration of our All container deposit refund applications shall be made in writing by submitting a fully completed Deposit Refund Application form (all sections of the form must be filled) to the address KENREFUND@maersk.com. This should be done upon successful return of the Container to the fleet. All Container Deposit refunds MUST be claimed/collected within 12 months from the Deposit Receipt date, failure of which, the amounts shall be forfeited in full without further recourse as to recovery.

aforesaid undertaking, we hereby agree to deposit with you the required amount of monies to cover any loss or damage or detention charges payable in respect of the said container(s), The Container Deposit amount shall be adjusted and accounted for when making the final accounts for the Container or if within Forty Five (45) days of Delivery of the Container same has not been returned to the nominated depot, whichever is earlier.

Please note special drop off locations; **APMT Kampala - Empty Depot Kakajjo**

CONTAINER DEPOSIT REFUND – PROCEDURE FOR COLLECTION

Yours faithfully,

Name & Designation:

Company Stamp:
Signature: