

# Terms for Spot Booking

## Rates

1. Upon submitting a booking on Spot Booking on mybeta ("Safmarine Spot") the rates provided are not subject to change, other than as set out below.
2. Additionally, the rates provided herein are conditional upon booking and uploading shipping instructions to Safmarine in accordance with the booking confirmation. If the shipping instructions are submitted otherwise, we reserve the right to charge you additional or different charges to those provided in the rate information.
3. The rates have been calculated on the basis of the current rates, charges, surcharges and applicable exchange rates for the requested services pursuant to the Safmarine ("Safmarine" or the 'Carrier') Tariff. Upon Merchant making the booking with the Carrier, the Price Calculation Date ("PCD") will be fixed to this date. Where (i) a rate is reflected in a currency other than USD, and/or (ii) where a fee, charge or other amount is reflected in a currency other than the currency it is charged (i.e. local currency), the invoiced amount may deviate due to currency fluctuations.
4. The Carrier does not provide an equipment supply guarantee for
  - Special grades containers, not limited to but including: Food/Dairy grade, Flexitank grade and Scrap grade containers.
  - Equipment pick up at a different location from the default 'Empty Container Depot' stated on the Booking Confirmation
  - Equipment pick up on an earlier date than the equipment 'Release Date' stated on the Booking Confirmation. Some equipment grades are also subject to additional charges, which can be found on Safmarine.com under country specific local information or contact your local Safmarine office. Additional charges may apply if a different location for equipment pick up / drop off is indicated by the Merchant which is different from the origin/destination locations stated on the booking confirmation.

## Merchant commitment

5. The Merchant shall deliver the Goods as per the booking confirmation

### Cancellation Fee

6. If the Merchant wishes to cancel shipment for part of or all the Goods (except combining bookings without impacting on TEU volume as originally booked) under the booking confirmation after this has been issued, then a cancellation notice must be provided by Merchant no less than seven (7) days before the scheduled estimated time of departure ("ETD"). The Merchant shall pay the Carrier a fee per container cancelled ("Cancellation Fee"), as set out at Schedule 1.

### No-show Fee

7. If the Merchant fails to notify the Carrier of cancellation of part or all Goods in accordance with clause 5 above or fails to deliver part or all Goods for shipment, then the Merchant shall instead pay a no-show fee ("No-show Fee") as set out at Schedule 1.

### **Amendment Fee**

8. If a booking amendment is requested by Merchant then this will be subject to (i) repricing using the latest rates available on the platform at the time of processing the request, (ii) and an amendment fee ("Amendment Fee") as per Schedule 1.

9. Notwithstanding the foregoing, if the failure by the Merchant to deliver the Goods is due to

(i) Force Majeure; or

(ii) late gate-in and/or late release of the Goods arising from customs inspections delay, then the fees set out in clauses 6, 7 and 8 whichever is applicable, shall not be payable provided the Merchant provides evidence thereof to the satisfaction of the Carrier.

### **Carrier commitment**

10. The Carrier will use reasonable endeavours to ensure space and ship the Goods as confirmed in the booking confirmation.

11. Should the Goods not be loaded, either onboard the original first leg ocean going vessel on the booking confirmation or onboard an alternative vessel (at Carrier's discretion) within three (3) days before or after the scheduled ETD as confirmed in the booking confirmation, then the Carrier shall pay a compensation fee "Compensation Fee" per container not so loaded, as per Schedule 1. Merchant shall lodge a claim for the Compensation Fee with the Carrier, if the conditions for payment are met.

12. Notwithstanding the foregoing, if the failure by the Carrier to ship the Goods as aforementioned in clauses 10 and 11 is due to either

(i) Force Majeure; or

(ii) Port Omission

then the Compensation Fee is not payable, provided the Carrier provides reasonable evidence thereof. For the purpose of this clause 'Port Omission' shall mean the omission of a scheduled call at the relevant port due to operational reasons beyond the reasonable control of the Carrier.

13. Further, the Compensation Fee is not payable by the Carrier for any default on part of the Merchant, including but not limited to:

(i) late or non-provision of documents or incorrect declarations;

(ii) late gate-in of the Goods; and

(iii) Goods carried in container not being in compliance with weight restrictions or limitations.

### **Exclusions**

Force Majeure

14. Notwithstanding the foregoing, where the performance of a Party in whole or in part is prevented by an event of Force Majeure, meaning any circumstances beyond the reasonable control of a Party which, by the exercise of due diligence, such Party is unable to provide against, such as but not limited to war (whether declared or not), warlike or belligerent acts or operations, hostilities or the imminence thereof, act of public enemies, terrorism or terrorist acts, restraint of princes, rulers or people, compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban, epidemic, port congestion which is reasonably anticipated to incur delay of 48 hours or more, act of God, strikes, lockouts, labor disputes, stoppages or unrest (whether or not involving the employees of the affected Party), accidents, invasion, rebellion or sabotage, or any other events

whatsoever beyond the reasonable control of the affected Party, the performance of this Agreement by the affected Party, to the extent of the Force Majeure event and no more, shall be suspended without penalty or liability on the part of the affected Party (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued up to the date of suspension.

Upon the occurrence of an event of Force Majeure the Party seeking to rely upon it shall as soon as reasonably practicable after the occurrence of the event, but in any event within 24 hours, give notice to the other Party specifying the nature of the Force Majeure event and its effect upon the obligations under the relevant booking.

Any Party claiming an event of Force Majeure shall take all reasonable steps to minimize the consequences of such event on the performance of the material obligations under the booking.

## **Miscellaneous**

15. The Parties agree that provisions of the foregoing clauses are reasonable and proportionate to the legitimate interests in ensuring mutual performance and commitments, to plan for adequate container allocation and space availability on the vessels.

16. All changes requested by the Merchant after booking confirmation has been issued are subject to (i) available space, (ii) approval of Safmarine and (iii) payment of all applicable charges.

17. Upon accepting this booking, you confirm that you have read and agree to the Safmarine Terms for Carriage, as found at: <https://terms.safmarine.com/carriage> . These Terms shall co-exist with the Safmarine Terms for Carriage, and logically amend, vary and supplement the relevant parts of the terms of Carriage, which shall in all other respects remain in full force and effect and the definitions contained in the Safmarine Terms for Carriage are adopted and incorporated herein and shall have the same meaning, unless otherwise specified.

18. Merchant warrant the shipment does not include personal effects, refrigerated goods, or hazardous goods, and that all information provided is complete and accurate.

These terms may be subject to change at any time without prior notice.

## Schedule 1 - Fee types & amounts by trading area

Area	#	Booking Fee type	Amount	
			FFE	TEU
East Africa, Horn Of Africa to Far East Asia, Middle East Asia/Indian Subcontinent(Z2EF, Z8HF, Z3EM)	1	Compensation Fee	USD75	USD35
	2	Cancellation Fee	USD75	USD35
	3	No-show Fee	USD150	USD75
	4	Amendment Fee	USD75	USD35
East Africa & Indian Ocean Islands to Europe(Z4N, Z5EI)	5	Compensation Fee	USD100	USD50
	6	Cancellation Fee	USD100	USD50
	7	No-show Fee	USD200	USD100
	8	Amendment Fee	USD100	USD50
Europe, Middle East Asia/Indian Subcontinent Exports to North America (except United States) (M1W, T1W,M3W)	9	Compensation Fee	USD100	USD50
	10	Cancellation Fee	USD100	USD50
	11	No-show Fee	USD200	USD100
	12	Amendment Fee	USD100	USD50
Far East Asia Exports to Europe and Mediterranean, West, East & South Africa, Indian Ocean Islands, Horn Of Africa, Central America/ Caribbean & West Coast South America, North America except United States (E1W, E2W, W1FW, Z2FE, Z8FH, S2W, S6W, X4FS, C1E, P1E, P3E)	13	Compensation Fee	USD100	USD50
	14	Cancellation Fee	USD100	USD50
	15	No-show Fee	USD200	USD100
	16	Amendment Fee	USD100	USD50
Far East Asia to Indian Subcontinent/Middle East & Red Sea (F1W,F3W)	17	Compensation Fee	USD40	USD25
	18	Cancellation Fee	USD40	USD25
	19	No-show Fee	USD80	USD50
	20	Amendment Fee	USD40	USD25

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Area	#	Booking Fee type	Amount	
			FFE	TEU
Intra Gulf/Indian Subcontinent, Middle East Asia/ Red Sea and Indian Subcontinent Export to Far East Asia(F4R,F1E,F3E)	21	Compensation Fee	USD30	USD15
	22	Cancellation Fee	USD30	USD15
	23	No-show Fee	USD50	USD25
	24	Amendment Fee	USD30	USD15
Middle East Asia/Indian Subcontinent Exports to North Europe and Mediterranean, West Africa, East Africa & South Africa(E3W, E4W, W2MW, Z3ME, X5ML)	25	Compensation Fee	USD100	USD50
	26	Cancellation Fee	USD100	USD50
	27	No-show Fee	USD200	USD100
	28	Amendment Fee	USD100	USD50
North America Exports (except United States) to Europe, Middle East Asia/Indian Subcontinent (M1E, T1E, M3E)	29	Compensation Fee	USD100	USD50
	30	Cancellation Fee	USD100	USD50
	31	No-show Fee	USD200	USD100
	32	Amendment Fee	USD100	USD50
North Europe to Far East Asia, North Europe and Mediterranean to IOI, West Coast South America, Central America, Caribbean, South Africa, West Africa, East Africa and Middle East Asia/Indian Subcontinent (E1E, E3E, E4E , X3ES, B1S, O4S, S3S, W3S, Z4S)	33	Compensation Fee	USD100	USD50
	34	Cancellation Fee	USD100	USD50
	35	No-show Fee	USD200	USD100
	36	Amendment Fee	USD100	USD50

## Schedule 1 - Fee types & amounts by trading area

Area	#	Booking Fee type	Amount	
			FFE	TEU
South Africa Exports to Europe (S3N)	37	Compensation Fee	USD100	USD50
	38	Cancellation Fee	USD100	USD50
	39	No-show Fee	USD200	USD100
	40	Amendment Fee	USD100	USD50
South Africa Exports to Far East Asia & Middle East Asia/Indian Subcontinent(S2E, S5N)	41	Compensation Fee	USD75	USD35
	42	Cancellation Fee	USD75	USD35
	43	No-show Fee	USD150	USD75
	44	Amendment Fee	USD75	USD35
Mediterranean(South Europe) Exports to Far East Asia (E2E)	45	Compensation Fee	USD75	USD35
	46	Cancellation Fee	USD75	USD35
	47	No-show Fee	USD150	USD75
	48	Amendment Fee	USD75	USD35
West Africa Exports to Far East Asia Middle East Asia/Indian Subcontinent , Intra Africa (W1WF, W2WM, W5R)	49	Compensation Fee	USD100	USD50
	50	Cancellation Fee	USD100	USD50
	51	No-show Fee	USD200	USD100
	52	Amendment Fee	USD100	USD50
West Africa Exports to Europe, North America (except United States), West Coast South America & Central America/Caribbean (W3N, W4WA)	53	Compensation Fee	USD100	USD50
	54	Cancellation Fee	USD100	USD50
	55	No-show Fee	USD200	USD100
	56	Amendment Fee	USD100	USD50
West Coast South America and Central America / Caribbean Exports to Europe and Middle East/ Indian Subcontinent (B1N, O1S)	57	Compensation Fee	USD100	USD50
	58	Cancellation Fee	USD100	USD50
	59	No-show Fee	USD200	USD100
	60	Amendment Fee	USD100	USD50

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Area	#	Booking Fee type	Amount	
			FFE	TEU
West Coast South America & Central America/ Caribbean Exports to Far East Asia(C1W)	61	Compensation Fee	USD75	USD35
	62	Cancellation Fee	USD75	USD35
	63	No-show Fee	USD150	USD75
	64	Amendment Fee	USD75	USD35
North America Exports (except United States) to Far East Asia (P1W, P3W)	65	Compensation Fee	USD75	USD35
	66	Cancellation Fee	USD75	USD35
	67	No-show Fee	USD150	USD75
	68	Amendment Fee	USD75	USD35
North America Exports(except United States), West Coast South America & Central America/ Caribbean Exports to South, East and West Africa(S1AS,Z1AE,W4AW)	69	Compensation Fee	USD100	USD50
	70	Cancellation Fee	USD100	USD50
	71	No-show Fee	USD200	USD100
	72	Amendment Fee	USD100	USD50
South and East Africa Exports to North America (except United States), West Coast South America & Central America/Caribbean (S1SA,Z1EA)	73	Compensation Fee	USD200	USD100
	74	Cancellation Fee	USD200	USD100
	75	No-show Fee	USD400	USD200
	76	Amendment Fee	USD200	USD100

## Schedule 2: Booking Cancellation and Amendment Details

No.	Booking Amendment	Description	Fee details
1	Cancellation (part or all)	Merchant cancels part or all containers after booking confirmation has been issued, and cancellation notice is provided seven (7) days or more prior to Estimated Date of Departure.	Schedule 1 Cancellation fee applies.
2	No Show (part or all)	Merchant fails to provide cancellation notice for part or all containers less than seven (7) days prior to Estimated Date of Departure, or fails to deliver part or all containers.	Schedule 1 No show fee applies
3	Change of Destination (COD) Pre-gate in *Except for Chinese exports	Merchant's request to amend the destination/delivery before a container is gated in at the port of origin	Subject to repricing. Schedule 1 Amendment fee applies.
4	Change of Destination (COD) Post-gate in *Except for Chinese exports	Merchant's request to amend the destination/delivery after a container is gated in at the port of origin	Subject to repricing. COD Fee applies.
5	Change of Destination (COD) Pre-Loading *Only for Chinese exports	Merchant's request to amend the destination/delivery before a container has been <b>loaded</b> onboard the vessel.	Subject to repricing. Schedule 1 Amendment fee applies
6	Change of Destination (COD) Post-Loading *Only for Chinese exports	Merchant's request to amend the destination/delivery after a container has been <b>loaded</b> onboard the vessel.	Subject to repricing. COD Fee applies.
7	Change of Origin (COO)	Origin must be available in Spot Booking platform.	Subject to repricing. Schedule 1 Amendment fee applies.
8	Change of Vessel (COV)	Merchant requests change to a different vessel/voyage than the one on the original booking confirmation.	Subject to repricing. Schedule 1 Amendment fee applies.
9	Equipment amendment resulting in booking total TEU decreasing	Merchant requests change to equipment size/type which as a result decreases the booking total TEU	Subject to repricing of the amended equipment, and Schedule 1 Cancellation fee applies if the change is provided seven (7) days or more prior to Estimated Date of Departure. Schedule 1 No Show fee applies if the change is provided less than seven (7) days prior to Estimated Date of Departure.
10	Equipment addition or amendment resulting in booking total TEU unchanged, or increasing	Merchant 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 TEU	Subject to repricing of the amended and/or added equipment.