

## **Terms for Using Instant**

### **Rates**

1. Upon submitting a booking via Instant ("Instant") 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 Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft A/S & Co KG ("Hamburg Süd" or the "Carrier") 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 Hamburg Süd's tariff. Upon the Merchant making the booking with the Carrier, the Rate Applicability Date ("RAD") 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. Inland rates are quoted on the basis of the net cargo weight as provided and indicated by Merchant in the booking request. In the event the actual net cargo weight is different from the indicated net cargo weight then we reserve the right to adjust the price accordingly. We also reserve the right to decline such booking notwithstanding any issuance of booking confirmation, transport documents or receipt of the Goods, if the cargo weight may exceed any regulatory or other restrictions in any applicable country location.
5. The Carrier does not provide an equipment supply guarantee for:
  - 1) Special grades containers not limited to but including: Food/Dairy grade, Flexitank grade and Scrap grade containers
  - 2) Equipment pick up at a different location from the 'Empty Container Depot' stated on the booking confirmation
  - 3) Some equipment types and grades are subject to additional charges. Additional charges may also apply if for Merchant's Haulage the equipment pick up / drop off is requested in a different location than stated on the booking confirmation respectively arrival notice. These additional charges can be found on [www.hamburgsud-line.com](http://www.hamburgsud-line.com) under country specific local information, or contact your local Hamburg Süd office.

### **Merchant's Commitment**

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

7. In case of a booking with an inland origin leg arranged by Carrier (“Carrier Haulage”) the Merchant is to deliver the containerised Goods for shipment by the Carrier before the cut-off time(s) as indicated in the booking confirmation, subject to the conditions hereunder.

### **Cancellation Fee / Amendment Fee**

8. 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 at least 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.

9. If a booking amendment is requested by Merchant then the Merchant has to place a new booking which will be subject to (i) repricing using the latest rates available on the platform at the time of processing the request and (ii) a Cancellation Fee as per Schedule 1.

10. If the booking amendment pursuant to clause 9 falls under the cases 3, 5, 7 and 8 as per Schedule 2 this new booking will be subject to (i) the latest rates available on the platform at the time of processing the request and (ii) an amendment fee (“Amendment Fee”) as per Schedule 1 instead of the Cancellation Fee.

### **No-Show Fee**

11. If the Merchant (i) fails to notify the Carrier of cancellation of part or all Goods in accordance with clause 8 above, (ii) cancels the booking less than seven (7) days before the scheduled ETD or (iii) fails to deliver part of or all Goods for shipment, then the Merchant shall instead pay a no-show fee (“NoShow Fee”) per container as set out at Schedule 1.

12. 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 8- 11 whichever is applicable, shall not be payable provided the Merchant provides evidence thereof to the satisfaction of the Carrier.

### **Carrier’s Commitment**

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

14. 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.

15. For any Carrier Haulage please note that the pick-up time in the booking confirmation is an indication only. The Compensation Fee only applies to Carrier Haulage if delay on part of Carrier or its subcontractors performing the Carrier Haulage causes – without any default on part of the Merchant, including any non-compliance with waiting/loading time limits – the containerised Goods not to be loaded in accordance with the provisions hereunder.

16. Notwithstanding the foregoing, if the failure by the Carrier to ship the Goods as aforementioned in clauses 13 and 14 is due to either

(i) Force Majeure; or

(ii) Port Omission; or

(iii) mandatory local validation procedures

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.

17. 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**

18. 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 ("Affected Party"), 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, piracy, political ban, epidemic, port/inland terminal 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, disconnection of train wagon(s), cancellation of train(s) by rail company, delay of unloading of train(s), lack of labour to unload the train(s), or any other events whatsoever beyond the reasonable control of the Affected Party, the performance hereunder 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(s).

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 relevant booking(s).

### **Disclaimer**

19. If after the submission of a booking by the Merchant it is found by the Carrier that the Goods and/or Merchant are (i) blacklisted and/or (ii) subject to any national or international sanction or regulation resulting in the Goods not being acceptable for carriage the Carrier may immediately cancel the booking and will inform the Merchant accordingly. In this case the Merchant shall not be entitled to claim any compensation.

### **Miscellaneous**

20. 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.

21. All requests by the Merchant for changing the place of payment to “elsewhere or foreign” are subject to approval of the Carrier pursuant to his internal procedures and/or requirements. In case the Carrier is unable to approve the Merchant’s request and the Merchant therefore decides to cancel the shipment the Carrier shall not be obliged to pay the Compensation Fee as per Schedule 1

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

23. Upon accepting this booking, you confirm that you have read and agree to the Hamburg Süd Terms for Carriage, as found at: [https://www.hamburgsud-line.com/liner/en/liner\\_services/terms\\_and\\_conditions.html](https://www.hamburgsud-line.com/liner/en/liner_services/terms_and_conditions.html). These Terms for using Instant shall co-exist with the Hamburg Süd 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 Hamburg Süd Terms for Carriage are adopted and incorporated herein and shall have the same meaning, unless otherwise specified.

24. For bookings via Instant, the Instant Demurrage & Detention conditions apply which can be found under following link: [https://www.hamburgsud-line.com/liner/media/sonstiges/starting\\_page\\_3/terms\\_conditions/instant\\_booking/Instant-Free\\_Time\\_Offer.xlsx](https://www.hamburgsud-line.com/liner/media/sonstiges/starting_page_3/terms_conditions/instant_booking/Instant-Free_Time_Offer.xlsx)

25. Merchant warrants the shipment does not include personal effects, refrigerated goods, or hazardous goods, and that all information provided is complete and accurate. 23. For further details Schedule 1 (Fee types & amounts by trading area) and Schedule 2 (Booking Cancellation and Amendment Details) are available under following link: [https://www.hamburgsud-line.com/liner/media/sonstiges/starting\\_page\\_3/terms\\_conditions/instant\\_booking/Instant-Fee\\_Types\\_HS.xlsx](https://www.hamburgsud-line.com/liner/media/sonstiges/starting_page_3/terms_conditions/instant_booking/Instant-Fee_Types_HS.xlsx)

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