

CONFIDENTIAL

SC#: (Contract Number)

PART I**TERMS****TERM 1. CONTRACT PARTIES****1.1 SHIPPER PARTY & STATUS**

(Contract Party)

The above named Shipper Party to this Service Contract certifies that it is a:

(Please mark 'X' in appropriate box)

☐ Cargo Owner or Consignee☐ Non-Vessel Operating Common Carrier ('NVOCC')☐ Agent on behalf of a disclosed principle

If **signing as a NVOCC**, the Shipper Party further certifies that tariff(s) and surety bond(s) required by the U.S. Shipping Act of 1984 have been filed for that Party, and any affiliates named below that are NVOCCs, with Shipper details as follows:

OCEAN TRANSPORTATION INTERMEDIARY NO: _____

The Shipper party represents that the person signing this Service Contract on behalf of the Shipper Party has the authority to enter into this Service Contract on behalf of the Shipper Party.

1.2 CARRIER PARTY

Hapag-Lloyd AG

Ballindamm 25

20095 Hamburg

Germany

WHEREFORE, the Shipper Party and Carrier Party hereto have, by their respective duly authorized representatives, caused this Service Contract, consisting of these **Terms (PART I)**, the **Rates and Charges (PART II)**, the **Bill of Lading/Sea Waybill Terms and Conditions (PART III)** and **Quick Quotes Spot Terms and Conditions (PART IV)**, to be executed below. Shipment records are available upon request to Hapag-Lloyd's Director of Regulatory Affairs for Region North America; 3 Ravinia Drive, Atlanta, GA 30346; (770) 584-3374; NorthAmericaRegulatory@hlag.com Director of Regulatory Affairs.

Signature Date:

Approval shall be deemed given upon Booking under this Agreement

(Shipper Party)

NAME: TITLE: Authorized Representative

TERM 2. SHIPPERS AFFILIATES, FORWARDERS, BOOKING AGENTS (IF ANY)**TERM 3. ORIGIN COUNTRIES**

(Origin List)

TERM 4. DESTINATION COUNTRIES

(Destination List)

TERM 5. COMMODITIES

(Commodity List)

If commodity is identified as Freight All Kinds (FAK). For a list of cargoes excluded from FAK and not eligible for the terms and conditions of this Service Contract, please refer to the Governing Tariff.

TERM 6. MINIMUM QUANTITY COMMITMENT**1 TEU**

Shipper agrees to tender for shipment on vessels of the Carrier during the term of this Service Contract the minimum quantity commitment of cargo specified in this Term 6 above. For determining whether the Minimum Quantity Commitment has been satisfied, the following formula shall apply:

- 20-foot container shall equal 0.50 FEU or 1.00 TEU;
- 40-foot(8'6" and 9'6") containers shall equal 1.00 FEU or 2.00 TEUs.

For the Trans-Pacific Eastbound Trade:

- 40-foot 9'6" containers shall equal 1.125 FEUs. 45-foot container
- shall equal 1.265 FEUs.

In the event of equipment substitution as provided for in this Service Contract or a Governing Tariff, counting under the Service Contract shall be as per the size of the container originally requested.

TERM 7. SERVICE COMMITMENTS

Carrier agrees to make available during the term of this Service Contract vessel capacity adequate to carry the Minimum Quantity Commitment.

TERM 8. NON COMPLIANCE WITH MQC AND SERVICE COMMITMENT

If Shipper fails to tender shipments in sufficient quantity to meet Shipper's Minimum Quantity Commitment specified in Term 6 above, Shipper shall be liable to Carrier for damages resulting from such failure in accordance with this Service Contract.

Respectively in the event Carrier fails to transport Buyer's Minimum Quantity Commitment then Carrier shall be liable to Shipper for damages resulting from such failure in accordance with this Service Contract.

Except for the remedies provided in this article or in any other Part of this Service Contract, neither party shall be liable to the other for any direct, consequential, punitive or other damages under this Service Contract for failure to tender or carry cargo under the terms hereof, nor shall any liabilities or obligations of a party to the other be subject to any offset or credit by virtue of any damages which such party may claim are due from the other party under this Service Contract.

TERM 9. RATES & CHARGES

All cargoes moving hereunder shall be subject to the rates and charges as set forth in the Rate Confirmation attached in PART II.

TERM 10. CONTRACT RECORDS

The Carrier's Bills of Lading, the Shipper's written statements of cargo shipped under this Service Contract, written communications issued by Carrier regarding such statements, and force majeure correspondence and notices, shall constitute the records supporting performance under this Service Contract.

TERM 11. DURATION OF THE CONTRACT

FROM: (Date of Booking)

TO: (Date after Booking)

TERM 12. OTHER PROVISIONS OF THE CONTRACT

In addition to the Terms (PART I), the Rates & Charges (PART II), this Service Contract is subject to the Quick Quotes Spot Terms and Conditions (PART III).

PART II.

RATES AND CHARGES

(Quick Quote Spot Rate Confirmation)

PART III. Terms & Conditions

A. Product Scope and Eligibility

For the following types of containers, Quick Quotes Spot is currently offered on certain trades, and for certain commodities: 20ft standard shipping containers, 40ft standard shipping containers, 40ft standard high cube. The following container types are excluded: shipper-owned containers, and Special Equipment (In Gauge or Out of Gauge).

For the following types of reefer containers, Quick Quotes Spot is currently offered on certain trades and for Freight All Kind (FAK): only 20ft reefer, 40ft reefer high cube, and 40ft non-operated reefer shipping containers.

Quick Quotes Spot is not available for Dangerous Goods nor for cargo with Special Handling such as but not limited to Flexitank, Hides Wet, Blue, Lithium Battery, Metal Scrap, Logs/Timber, Military Cargo, Foodgrade, Active Carbon, Carbon Black, Charcoal.

B. Inland Transportation Services

Booking Party may at the time of booking combine this product with pre- carriage and/or on-carriage inland transportation services in carrier's haulage. For shipments to be carried in operative reefer shipping containers, the provision of inland pre-carriage services will be subject to the availability of genset and payment of additional rates and charges. Rates and charges applicable for booked inland services will be included in the Rate Confirmation, except in the case of shipments to be carried in operative reefer shipping containers, where the applicable charges will be informed after confirmation of genset availability.

Please note that any Heavy Lift Charge (HLC) or Overweight Additional on Origin Land Freight (OAO) applies to the container's gross weight (Total weight of the cargo (including its packaging) and the container's tare weight). In all cases where a weight-related surcharge is applicable, such as the above or any similar charge, the customer shall take this into account.

C. Applicable Terms

Quick Quotes Spot Shipments are subject to the terms and conditions of the [Carrier's Bill of Lading/Sea Waybill Terms and Conditions](#) which are incorporated herein by reference with the same force and effect as though fully set forth herein and the terms of the [Carrier's Governing Tariff](#) (including conditions for [Freetime](#) and the purchasing of Additional Freetime, all of them available in the Carrier's website), the Rate Confirmation and Booking Confirmation as amended and supplemented by the following additional terms and conditions, which are accepted by the Booking Party:

1. Booking Party Commitment:

- 1.1 The Booking Party will timely pick up the empty containers, ensuring that the empty container pick up (GOMT) is completed at least 48 hours prior to the vessel's estimated time of arrival to the loading terminal. (ETA of 1st Vessel)
- 1.2 The Booking Party shall ensure that the booked containers are delivered for shipment at the loading terminal on time as required in the Booking Confirmation, meeting all other relevant cut-off times and other applicable requirements, ensuring that the cargo is ready to be loaded by the relevant cut-off time, having performed all necessary activities, including but not limited to those related to customs, ports and/or other authorities or other regular activities required to load the cargo.
- 1.3 For operative reefer shipping containers, the Booking Party must comply with the Reefer Cargo Handling established by the Carrier
- 1.4 Where inland transportation services are booked, the Booking Party guarantees that the address information it has provided of the place of receipt and/or place of final delivery is accurate. The address information provided by the Booking Party is subject to verification by the Carrier. Notwithstanding the Booking Confirmation, the Carrier may cancel the booking of a Quick Quote Spot shipment, without further liability, if the Booking Party fails to provide accurate address information.
- 1.5 For operative reefer shipping containers the loading time is required to accomplish the correct reefer handling process (in case of time reserved at coldstore should be aligned with the Carrier).

2. Carrier Commitment:

- 2.1 In the case of shipments starting at the port of loading, Carrier shall give the Quick Quote Shipment priority for the provision of the container equipment on the date and at the location specified in the Booking Confirmation.
 - 2.2 Carrier may consent to the request from the inland carrier nominated by the shipper, to reuse an equipment after being emptied from an import shipment, without involving a depot ("Equipment street turn"), instead of picking up the container at the location and date informed in the Booking Confirmation. In case of "Equipment street turn", the equipment shall be deemed made available at the location and date specified in the Booking Confirmation. If the Booking Party does not want to receive a *street-turned* equipment, it is the Booking Party's responsibility to instruct the inland carrier accordingly.
 - 2.3 For shipments including pre-carriage inland services, Carrier will make reasonable efforts to provide the empty containers on the date selected by the Booking Party and stated in the Booking Confirmation, such date is however subject to verification by the Carrier and Carrier reserves the right to request a change of date.
 - 2.4 Carrier shall grant the Quick Quotes Spot Shipment priority handling for loading on the intended vessel stated in the Booking Confirmation and avoid the shipment from being rolled to another seagoing vessel at the Port of Loading and/or in any subsequent transshipment port. Such priority does not constitute a guarantee that the container will be loaded on the intended vessel or that it will not be rolled.
 - 2.5 Where the Booking Confirmation includes inland pre-carriage services, Carrier will make reasonable efforts to make the booked inland transportation services available in time to support loading on the intended vessel. Inland services (pre-carriage and on-carriage) are subject to availability and not guaranteed. Carrier may cancel the inland on-carriage portion without further liability
3. Unless otherwise explicitly committed, all dates and times in the Booking Confirmation for a Quick Quotes Spot Shipment are given as best reasonable estimates and are subject to changes.
 4. In case the Booking Party cancels part or all of the shipment before the estimated time of departure, a Cancellation/No Show Fee shall apply. The amount of the Cancellation Fee and the rules for application shall be determined according to the [Carrier's Governing Tariff](#).
 5. If notwithstanding the foregoing cancellation, the cargo is tendered by the Merchant (in whole or in part), such shipment will not benefit from the aforementioned priority, and the Carrier may carry the cargo at its option, at the rates and charges as per the applicable Governing Tariff at time of shipment.
 6. In the event that the Booking Party cancels all or part of the shipment as a direct consequence of a vessel delay exceeding the threshold set out in the applicable local policy at the place of booking, measured against the ETD stated in the initial Booking Confirmation.
 7. For the avoidance of doubt, in case the Booking Party fails to meet any cut-off time or does not complete the empty container pick-up (GOMT) at least 48 hours prior to the vessel's estimated time of arrival at the loading terminal (ETA of the 1st Vessel) for any container in the shipment, the Booking Party shall pay the relevant Cancellation/ NoShow Fee for those containers.
 8. In case of cargo roll by the Carrier, the freight and surcharges set forth in the Rate Confirmation apply.
 9. As a general rule, Booking Party is not allowed to request any changes to the Booking details as per the Booking Confirmation including but not limited to changes to the port of loading, place of receipt, changes to the voyage before loading, change of commodity, adding or cancelling inland pre-carriage, changes of container type or increase in number of containers, retroactive booking adjustments, and changes to rates set forth in the Rate Confirmation.

The foregoing, with the following exceptions:

- i. Soft Amendments: Change of customer reference, change of container pick-up location, weight change up to +3 TON (to the extent the change does not trigger a Heavy Lift Surcharge different from the one set forth in the Rate Confirmation and subject to the tonnage limit as per standard rules), weight changes downwards, additional inland on carriage, settings of operative reefer shipping containers. Soft Amendments are allowed once per Confirmed Booking.
- ii. Amendments for merging and splitting bills of lading and splitting bookings can be requested until the departure date. An Amendment Fee shall apply, with the amount determined according to the [Carrier's Governing Tariff](#).
- iii. Change of destination: Except for Quick Quotes Spot Shipments booked for the provision of ocean transportation services between the United States of America and a foreign country, the Booking Party may request a change of destination ("COD"). COD includes cancellation of inland on carriage, change of inland destination point, addition of inland destination point, change of port of discharge. The COD may be granted by the Carrier subject to operational feasibility and compliance with local customs rules and regulations. Documentation charges and COD charges according to the [Carrier's Governing Tariff](#)

Re-Rating of the Quick Quotes Spot Shipment: Upon request for a COD, Carrier will provide a new quotation for the carriage to the new destination. Upon acceptance of the Booking Party of the new quoted rate, the Rate Confirmation and Booking Confirmation will be adjusted accordingly.

iv. A change of the container pick-up location is acceptable, however, the provision of the contract at the new location is subject to availability and not guaranteed

10. Payment of freight and charges is subject to payment terms as per Carrier's Governing Tariff unless otherwise agreed with payer.

11. The Booking Party agrees and accepts that it will be deemed a "Merchant", as defined in the applicable Bill of Lading or Sea Waybill Terms and Conditions of the Carrier. As such, that it will be jointly and severally liable to the Carrier for all the obligations and liabilities in regard to the Quick Quotes Spot Shipment as set forth in the relevant Bill of Lading or Sea Waybill, or as required by law. Any subsequent nomination of a Shipper or other party in relation to the Quick Quotes Spot Shipment shall be subject to discretionary acceptance of the Carrier. When nominating a Shipper or other party in relation to a Quick Quotes Spot Shipment the Booking Party warrants that it has authority to legally bind the nominated Shipper or other party in relation to the shipment. Should that not be the case, the Booking Party will assume full liability and shall indemnify the Carrier for any and all losses suffered, or costs incurred as a consequence of the absence of such authority.

12. Merchant shall comply with all regulations or requirements of customs, ports and/or other authorities, applicable to the Quick Quotes Spot Shipment. In particular, if the Quick Quotes Spot Shipment refers to the provision of the ocean transportation services between the United States of America and a foreign country, for the account of an NVOCC, then the Booking Party further certifies that all applicable regulatory requirements have been complied by such NVOCC, such as tariff(s) and financial surety as required by the U.S. Shipping Act of 1984. Merchant shall indemnify Carrier against all claims, losses, damages, expenses, fines, costs and attorneys' fees, arising or resulting from any breach of these obligations and warranties. Carrier may, at any time, reject or cancel a booking that does not comply with any applicable laws, regulations or requirements from authorities or is not in line with these terms and conditions and Carrier's Bill of Lading Terms and Conditions. QQ Spot shipments are subject to applicable US, EU or UK sanctions rules and regulations. This includes but is not limited to sanctioned persons and entities, including banks and financial institutions. Carrier reserves the right to require from the Booking Party (even after

Booking Confirmation), additional documentation to ensure Merchant's compliance with the applicable rules and regulations. Furthermore, Carrier may decline or cancel any booking that Carrier has reasons to believe is not in compliance with the applicable rules and regulations, or where the required documentation is not provided; in such cases of cancellation by Carrier, Carrier will be entitled to the Cancellation Fee.

13. If the Quick Quotes Spot Shipment refers to the provision of the ocean transportation services between the United States of America and a foreign country, the Booking Party, agrees to conclude with Carrier a service contract, hereinafter "QQ Spot service contract" which will be filed with the Federal Maritime Commission. Terms and conditions of such Service Contract are available at this link: [Quick Quotes Spot Service Contract](#)

14. If the Booking Party is acting as an agent of a principal (e.g., cargo owner or NVOCC); the Booking party shall submit a Letter of Authority (LOA) from the principal before the cargo is tendered to Carrier and no later than 72 hours from the Booking Confirmation. The Carrier reserves the right to cancel any booking even after the Booking Confirmation, without the application of any Compensation, if:

- no LOA has been timely provided by the Booking party
- incorrect details/information on the shipment or the LOA have been provided by the Booking party
- Booking party is found not to be an eligible Shipper under the applicable law.

15. The Rate Confirmation does not serve as a quotation and cannot be used by the Booking Party to place further bookings.

16. Merchant shall be subject to any rule in the Governing Tariff(s) establishing a charge relating to any extraordinary circumstances or charges arising or taking effect subsequent to the effective date of the "Quick Quotes Spot Offer" such as but not limited to strike, lockout, work stoppage, or any other labor unrest; congestion; security requirements or costs; taxes, fees or charges levied by any federal, state or local governmental entity.

17. Force Majeure. In the event of force majeure circumstances, including work stoppages, strikes, port congestions, accidents, casualties, lockouts, fire, road, marine or rail disasters, epidemic, pandemic, acts of God, acts of terrorism or piracy, cyber security incident, governmental restraints, war or hostilities, embargoes or other similar conditions, but not commercial contingencies (e.g., changing markets, poor management decisions, business declines, bankruptcy of a customer or of a supplier, etc.), the Booking Party or Carrier shall notify the other party in writing within ten (10) working days of the existence of such circumstances and of the effect on its ability to perform its obligations hereunder. In case of such notice of force majeure conditions, the party affected by the force majeure event shall be excused from its obligations under Quick Quotes Spot to the extent of and for the duration of the disability. Upon cessation of force majeure circumstances, the Quick Quote Spot obligations shall be reinstated.