

Positive Offset general Terms and Conditions

Merchant may in respect of “Eligible Shipments” (as defined below) request at the time of booking Positive Offset service subject to these general terms and conditions (the “Positive Offset Terms”) and the payment of a premium per TEU. If Merchant selects the Positive Offset service at time of booking, the Positive Offset Terms will form an integral part of the contract of carriage booking and the Carrier will provide the Merchant with certified Gold Standard Carbon Credits on the specified booking.

For all bookings made whether online or otherwise, actual provision of carriage is subject to final acceptance by the Carrier and availability of equipment or vessels as well as the Carrier’s Bill of Lading terms and conditions (which shall mean those terms and conditions available on your carrier’s website) (the “Bill of Lading Terms and Conditions”) which shall always apply in addition to any other applicable terms and conditions specified by the Carrier.

By accepting the Positive Offset Terms, you acknowledge to having read, accepted in full, and agree to be bound by the Bill of Lading Terms and Conditions in the capacity as “Merchant” as that term is defined therein. Unless where the context requires otherwise, capitalized terms in the Positive Offset Terms shall have the same meaning as in the Bill of Lading Terms and Conditions.

By using Positive Offset service, you acknowledge the methodology used by the carrier as described in the Framework available upon request by the customer.

SCOPE OF THE SERVICE AND ELIGIBLE SHIPMENTS

Merchant agrees to pay a lumpsum Positive Offset premium per TEU in order to be eligible for the service. The Positive Offset premium is determined by reference to the period of sailing and the trade concerned (POL/POD) (details available online or upon request to the usual Carrier’s representative).

Carrier will give access to the Positive Offset service on carrier-controlled shipment (CMA CGM Bill of Lading).

Carrier is partnering with internationally recognized carbon offsetting providers, either as a dedicated product or as a complement to the Cleaner Energy LNG Product. Compensated amounts will lead to the generation of certificates certified by the Gold Standard, and delivering Gold Standard carbon Credits (Verified Carbon Unit Removal Certificate) or equivalent, issued by our partner provider and certifying that the VERUs (Voluntary Emission Reduction Unit) have been cancelled on the Official Gold Standard Registry.

The choice of carbon offsetting provider and associated projects is made by the carrier based mainly on the reputation of the provider and the quality of the associated projects. The goal is to offer only the most demanding initiatives. Consequently, the selected projects must not only address the carbon offsetting requirements described above, but also be part of a broader initiative aiming at providing both environmental and social benefits.

The certificates provided by the carrier through its partner clearly states the specific project(s) where the forestry and social initiatives took place, providing complete visibility on the initiatives.

To be eligible for Positive Offset, the following conditions must be fully met by the Merchant (“Eligible Shipments”):

- The combination Port of Loading /Port of Discharge must be within a trade serviced by Positive Offset.
- All containers can be eligible to the Positive Offset offer, except the Out Of Gauge shipment.

REFUNDS

Where the Merchant has satisfied all the conditions for Positive Offset and the Carrier fails to provide the Gold Standard Carbon Credits within a delay of 6 months, the Carrier will either refund any Positive Offset premium received or cancel the Positive Offset charge in the booking confirmation or invoice.

CANCELLATION AND CANCELLATION FEE

For all shipments booked with a Cleaner Energy service, the Merchant won't be able to cancel the service as soon as the container departed from the POL. Prior this stage, the product can be cancelled on demand.

PAYMENT TERMS

Unless stated otherwise by the Carrier at the time when a Positive Offset request is made, the Positive Offset premium can be paid with the freight in the currency specified on the invoice according to what has been agreed between the merchant and the carrier. Any fees payable by the Merchant pursuant to the Positive Offset terms may be invoiced separately and shall be due and payable in accordance with the payment terms mentioned in the invoice. If the Merchant fails to pay any amount when due, interest shall be payable thereon at a rate equal to three times the legal interest rate applicable in France together with a fixed-rate charge of 40 (forty) Euro per invoice.

LIMITATION OF LIABILITY

THE MERCHANT'S SOLE REMEDY FOR ANY BREACH BY THE CARRIER OF THE POSITIVE OFFSET TERMS SHALL BE THE REFUND OF ANY POSITIVE OFFSET PREMIUM OR THE CANCELLATION OF THE POSITIVE OFFSET CHARGE IN THE BOOKING CONFIRMATION. IN NO EVENT WILL THE CARRIER, CMA CGM, CMA CGM'S AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS AND/OR DAMAGE (INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS FOR LOSS OF PROFITS EVEN IF CARRIER IS ADVISED OF THE POSSIBILITY OF SAME) ARISING OUT OF OR IN ANY WAY, CONNECTED WITH THE USE OF THE POSITIVE OFFSET SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM ANY POSITIVE OFFSET SERVICE IRRESPECTIVE OF WHETHER ANY CLAIM IS MADE IN CONTRACT, TORT OR OTHERWISE AS PERMITTED BY LAW, EVEN IF CMA CGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

APPLICABLE LAW

The Positive Offset service forms an integral part of the contract of carriage booking and the law applicable to these Positive Offset terms shall accordingly be the law stated to apply in the relevant carrier's bill of lading terms and conditions unless stated otherwise in the contract of carriage booking confirmation.

JURISDICTION

All claims and actions between the Carrier and the Merchant in connection with or arising out of Positive Offset Terms shall be brought before the court or tribunal having jurisdiction pursuant to the Carrier's Bill of Lading Terms and Conditions unless stated otherwise in the contract of carriage booking confirmation. No other court or tribunal shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the court or tribunal of the place where the defendant has its registered office.

MODIFICATION

Carrier reserves the right to modify the above terms and conditions without prior notice.