

SEAPRIORITY go

General terms and conditions

September 2020

Merchant may in respect of “Eligible Shipments” (as defined below) request at the time of booking SEAPRIORITY go service subject to these general terms and conditions (the “SEAPRIORITY go Terms”) and the payment of a premium per unit. If Merchant selects the SEAPRIORITY go service at time of booking, the SEAPRIORITY go Terms will form an integral part of the contract of carriage booking and the Carrier will provide the Merchant with priority access to equipment at origin and priority loading of Goods on the specified vessel and voyage as per booking confirmation ahead of merchants who have not opted for this priority service. If Carrier fails to give priority to Goods booked under SEAPRIORITY go Terms on the specified vessel and voyage as per booking confirmation, Carrier will, subject to the SEAPRIORITY go Terms set out herein, refund 100% of the SEAPRIORITY go premium. The Merchant is reminded that the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use.

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 SEAPRIORITY go 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 SEAPRIORITY go Terms shall have the same meaning as in the Bill of Lading Terms and Conditions.

SCOPE OF THE SERVICE AND ELIGIBLE SHIPMENTS

Merchant agrees to pay a lumpsum SEAPRIORITY go premium per unit in order to be eligible for the service (“SEAPRIORITY go Premium”). The SEAPRIORITY go 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 priority to “Eligible Shipments” (defined below) in respect of which SEAPRIORITY go has been requested by the Merchant ahead of merchants who have not opted for this service on vessels operated by the Carrier or by any other carrier with whom the Carrier has a vessel sharing agreement calling at the port of loading within the estimated loading window chosen by the Merchant at the time of the booking.

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

- Merchant must specify at time of booking that it is selecting SEAPRIORITY go and make a booking at least seven (7) days before date of empty container release at depot;
- Merchant ensures that the Goods and all required documentation are received at the port of loading before the vessel cut-off indicated in the booking confirmation and all Goods are cleared by origin regulatory authorities, customs or vessel operators for loading on the specific vessel and voyage as per booking confirmation;
- The combination Port of Loading / Port of Discharge must be within a trade serviced by SEAPRIORITY go



- The Goods for shipment are not:
 - o Out of gauge cargo
 - o Hazardous cargo
 - o Temperature controlled cargo or cargo of any description carried in a reefer except for some countries, list of countries eligible available upon request to the Carrier.
 - o Cargo requiring special equipment and/or special condition (containers grade A).

REFUNDS

Where the Merchant has satisfied all the conditions for Eligible Shipments and the Carrier fails to give priority to a SEAPRIORITY go Eligible Shipment ahead of a merchant who has not opted for the SEAPRIORITY go service, the Carrier will either refund any SEAPRIORITY go Premium received or cancel the SEAPRIORITY go charge in the booking confirmation.

CANCELLATION AND CANCELLATION FEE

For all shipments booked with a SEAPRIORITY go service, the Merchant won't be able to cancel the service as soon as he has already benefited from one of the service features. If the Merchant has already pick-up his container or loaded his container on the first vessel, the service will be invoiced and must be paid.

In some countries, a cancellation fee will be applied if the Merchant cancels SEAPRIORITY go service after having confirmed the booking. The fee will be invoiced to the Merchant and the SEAPRIORITY go Premium will be cancelled accordingly.

The cancellation fee is determined by reference to the period of sailing and the trade concerned (POL/POD) (details available upon request to the usual Carrier's representative).

PAYMENT TERMS

Unless stated otherwise by the Carrier at the time when a SEAPRIORITY go request is made, the SEAPRIORITY go Premium is due and payable together with the Freight in the currency specified in the invoice. Any fees payable by the Merchant pursuant to the SEAPRIORITY go 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 SEAPRIORITY GO TERMS SHALL BE THE REFUND OF ANY SEAPRIORITY GO PREMIUM OR THE CANCELLATION OF THE SEAPRIORITY GO 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 SEAPRIORITY GO SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM ANY SEAPRIORITY GO 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 SEAPRIORITY go service forms an integral part of the contract of carriage booking and the law applicable to these SEAPRIORITY go 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 SEAPRIORITY go 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.

