



CONTAINER SERENITY

General terms and conditions

January 1st, 2020

PREAMBLE

The CONTAINER SERENITY is a waiver of recourse deemed to be a partial and strictly limited derogation to the application of Article 26 (6) of CMA CGM Bill of lading terms and conditions, which states that containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever, are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier of all loss, damage, injury, fines or expenses caused or incurred by to such containers whilst in Merchant's control and/or until redelivery to the Carrier.

DEFINITIONS

The Carrier means the Party on whose behalf the Bill of Lading is issued. It can be any entity of CMA CGM Group.

The Merchant is the person, including the Shipper, Holder, Consignee, Receiver of the goods, any Person owning or entitled to the possession of the goods or of the Bill of Lading and anyone acting on behalf of any such person, who has custody and care of the container in which the goods are loaded.

A loss of the container is defined as a destruction or a so severe damage, that the repair is impossible, or its cost would be higher than the said container market value.

A damage is defined as any material deterioration that impairs the value, the usefulness, the shape, or the normal function of the container, whatever its cause.

The repair costs are defined as the costs incurred to bring the container back to the earlier condition at the time it was released to the Merchant.

A negligence is defined as a failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances.

APPLICATION OF THE WAIVER OF RECOURSE

With Container Serenity service the Carrier undertakes to release the Merchant from any liability exceeding USD 250.00 arising out of any loss or damage to the said container under the care of the Merchant, as defined in Article 26 (6) of CMA CGM bill of lading terms and conditions, including loss or damage to the container caused by the goods loaded in the said container.

All repair costs within the limit of USD 250.00 will remain at the risk of the client and will be claimed in accordance with article 26 (6) of the Bill of lading of CMA CGM, except in the case where the Customer has paid a Container Maintenance Charge, releasing him from the payment of the above-mentioned maximum amount of usd 250.00

SHIPMENT OF MULTIPLE CONTAINERS

In case of a shipment of more than one container, the waiver of recourse must apply to all the containers with no possibility to select which container will benefit from this service. The Merchant who wishes to benefit from Container Serenity, will have to pay the related charge, for each container of the said shipment;

NON-APPLICATION OF THE WAIVER OF RECOURSE

Under no circumstances this waiver of recourse by the Carrier, above USD 250.00 releases the Merchant of his obligation to look after the container and handle it with care and attention.

It is agreed that the Carrier reserves the right to claim the full cost or expense consecutive to a loss or damage to the container, arising out of negligence or willful misconduct of the Merchant.



Under no circumstances this guarantee will cover pollution costs or any other liability of the client whatsoever.

Under no circumstances will the benefits of Container Serenity be granted if this service was purchased after the date and time the Merchant has collected the container subject to the guarantee.

The waiver of recourse doesn't apply in case of theft or disappearance of the container.

The following commodities cannot benefit from Container Serenity: skins, cocoa butter, cloves, menthol, minerals and sand, steel tubes, bars, pipes, plates, tiles (extra heavy cargo - marble, stone, granite), scrap, logs (wood)

DURATION

Excepting the case of loss or damage to the container caused by the goods loaded inside, the waiver of recourse applies when the loss or damage to the container happened during the period it was under the care of the Merchant, at his sole risk.

DETERMINATION OF THE LOSS, DAMAGE AND INDEMNITY CALCULATION

When the container was under the care of the Merchant at the time of the loss or the damage, or when the goods loaded inside the said container are at the origin of the loss or damage, the calculation of the corresponding costs and the recovery thereof shall be determined following the same procedure as if the Merchant hadn't purchased the CONTAINER SERENITY service. The total amount claimed from the customer will then be limited to usd 250 per container.

In case of loss, the client cannot keep the carcass which must be restituted to the carrier.

DUTY OF THE MERCHANT

It is the duty of the Merchant:

- to take all reasonable measures to prevent or minimize the loss or damage to the container.
- to ensure that the sufficiency or the suitability of the packing, the lashing and the preparation of the goods loaded in the container, were properly done to withstand the ordinary incidents of the transit.
- to ensure that all rights against third parties are properly preserved and exercised.

It is a condition of application of the CONTAINER SERENITY service that the Merchant shall act reasonably in all circumstances within his control.

By purchasing the CONTAINER SERENITY service, the Merchant is deemed to accept without any reserve, the application of the present terms and conditions.

LAW & LANGUAGE

The Law applicable to the present Terms and Conditions of CONTAINER SERENITY must be the one mentioned in the bill of lading of the Carrier.

The present English version of Container Serenity Terms & Conditions will prevail.

JURISDICTION

All claims and actions arising between the Carrier and the Merchant in relation with the present CONTAINER SERENITY terms and conditions shall be brought before the Jurisdiction mentioned in the bill of lading of the said carrier and no other Court 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 of the place where the defendant has his registered office.

MODIFICATION

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