

Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane services general terms and conditions

Merchant may in respect of “Eligible Shipments” (as defined below) request at the time of booking Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane service subject to these general terms and conditions (the “Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane Terms”) and the payment of a premium per TEU. If Merchant selects the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane service at time of booking, the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane Terms will form an integral part of the contract of carriage booking and the Carrier will provide the Merchant with a Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane Declaration on the specified booking.

Request can also be made for a specified amount of TEU (minimal order of annual 50 TEUs) incurring the creation of a side contract not related to any charge at the time of the 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane Terms shall have the same meaning as in the Bill of Lading Terms and Conditions.

By using Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane premium per TEU in order to be eligible for the service. The Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane service on carrier-controlled shipment (CMA CGM Bill of Lading). This service is based on the Mass Balance Concept which is a way of considering the global fuel mix sourced and burnt by the Carrier within its network of operated vessels, keeping track of quantities of each type of fuel and allocating them to specific customers. Hence, the use of a specific energy is decoupled from the vessel physically burning it, allowing all customers to participate in the global reduction of GHG.

To be eligible for Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane, 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane.
- - All containers can be eligible to the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane offer, including the Out Of Gauge shipment & Breakbulk (including Lost Slots).

REFUNDS

Where the Merchant has satisfied all the conditions for Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane and the Carrier fails to provide the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane certificate, the Carrier will either refund any Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane premium received or cancel the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane charge in the booking confirmation or invoice.

CANCELLATION AND CANCELLATION FEE

For all shipments booked with a Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane service, the Merchant won't be able to cancel the service as soon as he has already benefited from the service features (Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane declaration issued by the Carrier).

PAYMENT TERMS

Unless stated otherwise by the Carrier at the time when a Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane request is made, the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane premium can be paid with the freight in the currency specified on the invoice or separately according to what has been agreed between the merchant and the carrier. Any fees payable by the Merchant pursuant to the Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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 BIOFUEL+, MIX-BIOFUEL, BIOMETHANE+, MIX-BIOMETHANE TERMS SHALL BE THE REFUND OF ANY BIOFUEL+, MIX-BIOFUEL, BIOMETHANE+, MIX-BIOMETHANE PREMIUM OR THE CANCELLATION OF THE BIOFUEL+, MIX-BIOFUEL, BIOMETHANE+, MIX-BIOMETHANE 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 BIOFUEL+, MIX-BIOFUEL, BIOMETHANE+, MIX-BIOMETHANE SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM ANY BIOFUEL+, MIX-

BIOFUEL, BIOMETHANE+, MIX-BIOMETHANE 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 Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane service forms an integral part of the contract of carriage booking and the law applicable to these Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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. Terms and conditions might be subject to local laws and regulations

JURISDICTION

All claims and actions between the Carrier and the Merchant in connection with or arising out of Biofuel+, Mix-Biofuel, Biomethane+, Mix-Biomethane 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.