
CUT OFF Extended

General terms and conditions
March 2024

CUT OFF Extended is a value-added service which permits a Merchant to buy in advance and subject always to availability, the possibility to gate in a container earlier ("**Early Gate In**") or later than ("**Late Gate In**") the standard opening time in a particular terminal.

Where the Merchant at the time of requesting a quotation or booking commits to purchase and pay for CUT OFF Extended with respect to a shipment, the service will be provided subject to the following terms and conditions (the "**CUT OFF Extended Terms**"):

1. CUT OFF Extended forms an integral part of the contract of carriage booking and is payable as Freight as that term is defined in the Carrier's Bill of Lading terms and conditions (the "**Bill of Lading Terms and Conditions**") available at <https://www.cma-cgm.com/products-services/shipping-guide/bl-clauses> where CMA CGM is the Carrier, at <https://www.cnc-ebusiness.com/help/shipping-guide/bl-clauses> where CNC is the Carrier. Unless where the context requires otherwise, capitalized terms in the CUT OFF Extended Terms shall have the same meaning as in the Bill of Lading Terms and Conditions.
2. The delay purchased when adding the service to the booking for bringing container earlier or late than the standard port cut-off depends on each terminal where the VAS is available.
3. Where CUT OFF Extended is purchased, availability of CUT OFF Extended remains conditional on approval by the relevant terminal at Port of Loading. In case of refusal by a terminal, the Carrier will remove or refund any surcharge paid by the Merchant for CUT OFF Extended without any other obligation or liability to the Merchant.
4. Any CUT OFF Extended Early Gate In or Late Gate In purchased but not used will automatically lapse without refund and is non-transferable.
5. If the Merchant purchases CUT OFF Extended and fails to comply with the Early Gate In or Late Gate In times provided by the Carrier at time of booking, the Merchant's Goods may be refused entry to the terminal at the Port of Loading. CUT OFF Extended gives additional time which cannot be exceeded.
6. CUT OFF Extended has no impact on the release of empty equipment to the Merchant.
7. CUT OFF Extended is an independent service not linked to the demurrage and detention charges applied by the Carrier at Port of Loading. Irrespective of Early Gate In or Late Gate In, the Carrier remains entitled to invoice demurrage and detention charges depending on whether the Container is inside or outside the terminal. In case of Vessel delay, the usual demurrage and detention charges will apply irrespective of any CUT OFF Extended service purchased by the Merchant.
8. Nothing contained herein deprives the Carrier of its right to invoice additional charges for other services such as storage costs, reefer services, local charges etc.
9. A Merchant may only purchase CUT OFF Extended for exports of Goods which are:

-
- ▶ Dry cargo shipped in a general-purpose Container excluding special cargo such as out of gauge/oversized Goods, dangerous/hazardous Goods and military cargo
 - ▶ Reefer cargo subject to eligibility of the terminal at the Port of Loading

10. The list of countries and terminals eligible for the CUT OFF Extended service may vary from time to time and is available upon request from the Carrier or CMA CGM agency. CUT OFF Extended is not available for export cargo from landlocked countries.

11. LIMITATION OF LIABILITY

MERCHANT'S SOLE REMEDY FOR ANY BREACH OF THE CUT OFF EXTENDED TERMS SHALL BE THE REFUND OF THE CUT OFF EXTENDED FEES PAID FOR THE RELEVANT CUT OFF EXTENDED SERVICE OR THE CANCELLATION OF THE CUT OFF EXTENDED 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 CUT OFF EXTENDED SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM THE CUT OFF EXTENDED 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.

12. APPLICABLE LAW

The CUT OFF Extended service forms an integral part of the integral part of the contract of carriage booking and the law applicable to these CUT OFF Extended Terms shall accordingly be the law stated to apply in the Carrier's Bill of Lading Terms and Conditions, unless stated otherwise in the contract of carriage booking confirmation.

13. JURISDICTION

All claims and actions in connection with or arising out of CUT OFF Extended 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.

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