

SEAPRIORITY Reach

General terms and conditions

October 2023

Terms and conditions might be subject to local laws and regulations.

Merchant may in respect of “Eligible Shipments” (as defined below) request at the time of booking the SEAPRIORITY Reach service subject to these general terms and conditions (the “SEAPRIORITY Reach Terms”) and the payment of a premium per unit. If Merchant selects the SEAPRIORITY Reach service at time of booking, the SEAPRIORITY Reach Terms will form an integral part of the contract of carriage booking and the Carrier will provide the Merchant with:

- Priority discharge: priority discharge of Goods at the terminal of discharge specified as per booking confirmation ahead of merchants who have not opted for this priority service.
- Priority inland: the container will be mounted on a fast train or expedited on a truck, to reach its destination with a faster transit time than a classic train/truck would.

If Carrier fails to respect the inland transit time initially advised by the flyers/Sales team, Carrier will, subject to the SEAPRIORITY Reach terms set out herein, refund 100% of the SEAPRIORITY Reach premium.

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 online (“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 Reach 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 Reach 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 Reach premium per unit in order to be eligible for the service (“SEAPRIORITY Reach Premium”). The SEAPRIORITY Reach Premium is determined by reference to the period of sailing and the trade concerned (POL/POD and Terminal of discharge) (details available upon request to the usual Carrier’s representative).

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

- Merchant must specify at time of booking that it is selecting SEAPRIORITY Reach.
- 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 Reach;
- The terminal of discharge must be within the list of terminals serviced by SEAPRIORITY Reach;
- The Goods for shipment are not:
 - o Out of gauge cargo



- Hazardous cargo
- Temperature controlled cargo or cargo of any description carried in a reefer
- Cargo requiring special equipment and/or special condition (containers grade A).
- Cargo stuffed into a 20ST or 45HC container
- Exceeding 14t/unit (gross weight including container tare)
- The Goods must be customs cleared
- If the cargo is moving under an original bill of lading, the original bill of lading must have been presented to Carrier, properly endorsed.

REFUNDS

Where the Merchant has satisfied all the conditions for Eligible Shipments and the Carrier fails to respect the inland transit time initially advised, the Carrier will either refund any SEAPRIORITY Reach Premium received or cancel the SEAPRIORITY get charge in the booking confirmation.

CANCELLATION AND CANCELLATION FEE

For all shipments booked with a SEAPRIORITY Reach service, the Merchant won't be able to cancel the service after ETD date.

For some trades, a cancellation fee will be applied if the Merchant cancels SEAPRIORITY Reach service later than the ETD date. The fee will be invoiced to the Merchant and the SEAPRIORITY Reach 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 Reach request is made, the SEAPRIORITY Reach 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 Reach 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 Reach TERMS SHALL BE THE REFUND OF ANY SEAPRIORITY Reach PREMIUM OR THE CANCELLATION OF THE SEAPRIORITY Reach 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 Reach SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM ANY SEAPRIORITY Reach 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 Reach service forms an integral part of the contract of carriage booking and the law applicable to these SEAPRIORITY Reach 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 Reach 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.

