

CMA CGM group

CONVENANT BETWEEN CMA CGM BELGIUM NV AND THE FORWARDER FOR THE ELECTRONIC RELEASE OF CONTAINERS IN THE PORT OF ANTWERP AND ZEEBRUGGE

Art. 1: Definitions

For the purpose of this covenant, the following definitions apply:

- Free period: period during which containers may remain on the quay for storage without cost.
- Demurrage: remuneration charged by CMA CGM Belgium NV to its customers for the use of containers that remain on the terminal beyond the permitted free period, or in other words the charge for containers being delivered on the terminal too early or collected too late.
- Detention: remuneration charged by the CMA CGM Belgium NV to its customers for the use of containers longer than the permitted free period after they have left the terminal, or in other words the charge for bringing containers back too late.
- Storage/quay rent: charge payable by CMA CGM Belgium NV to the terminal operator for the storage of containers. This cost may be passed on by CMA CGM Belgium NV, usually when the permitted free storage period is exceeded.

Art. 2: Obligatory use of the electronic release procedure

For the purpose of delivering import containers carried by CMA CGM Belgium NV, the parties hereby agree to use only an electronic release procedure in which:

- 1) the container is released by CMA CGM Belgium NV, to the consignee or the latter's representative, by communicating an electronic release code generated individually for each container, which is also communicated to the terminal operator;
- 2) delivery of the container by the terminal operator to the consignee or the latter's representative can only be made once the latter has entered the container number together with the corresponding release code mentioned under (1) above in the terminal operator's ICT system.

The release procedure mentioned in the first paragraph is governed by this covenant and its appendices, including the "Conditions for the electronic release of containers in the port of Antwerp" in appendix 1.

In exceptional cases CMA CGM will agree to use the original delivery order instead.

Art. 3: Exclusion of other procedures and codes

No right of delivery may be conferred by any codes or references other than the release code mentioned in art. 2, such as the booking number.

Art. 4: Communication of the release code to the consignee or the latter's representative

The release code mentioned in art. 2 shall be communicated by the shipping company or ship's agent to the consignee or the latter's representative by means of an e-mail message.

Art. 5: Expiry and cancellation of the release

Both party's undertake to work with a validity period. The shipping company and shipping agent can at any time announce that the release will be revoked.

If the release has been expired, the receiver of the goods will notify the shipping company/ shipping agent 24h in advance of the new pick up of the container.

The release will only take place after payment of all open costs (see attachment I)

Art. 6: Exemption from liability on the part of CMA CGM BELGIUM NV

Without prejudice to other liability conditions agreed by the parties, CMA CGM Belgium NV shall in all cases be exempted from liability for loss or damage caused by:

- 1) untimely, faulty or non-reception or functioning of the EDI message and associated data at the terminal, including faults or defects in connection with the identification, authentication, integrity or confidentiality of the EDI message, due to circumstances beyond the control of CMA CGM Belgium NV;
- 2) malfunctioning or non-functioning of IT systems, connections, networks or programs due to circumstances beyond the control of CMA CGM Belgium NV;
- 3) the use and management of the release codes communicated, on the part of the consignee, or the latter's representative, or authorized or unauthorized third parties

Art. 7: Competent court and applicable law

In case of dispute concerning the interpretation or implementation of this covenant, the parties shall do everything that is reasonably possible to arrive at an amicable settlement.

If an amicable settlement proves impossible, then only the courts of the district of Antwerp shall be competent.

This covenant and its implementation shall be governed by and interpreted according to Belgian law.

**APPENDIX 1
CONDITIONS
FOR THE ELECTRONIC RELEASE OF CONTAINERS
IN THE PORT OF ANTWERP AND ZEEBRUGGE**

Art. 1: Applicable conditions and reservations in connection with arrival, unloading and gross average

Delivery shall be made in accordance with the applicable conditions, including those specified in the release notice and where applicable the conditions of the bill of lading or other transport conditions, together with the port customs and the applicable legislation, under the reserve of good arrival of the ship, actual unloading and contribution of the cargo towards the gross average.

These conditions apply without prejudice to the applicable legal and contractual provisions governing liability for loss or damage to cargo.

Art. 2: Costs

Unless agreed otherwise, delivery shall be made after payment of all costs owed, including demurrage, storage, reefer connection costs, ISPS and other costs owed, according to the shipping company's rates and/or the port customs.

The rates may be obtained on simple request from the ship's agent.

Art. 3: Exceeding the free period and demurrage

If the container is not collected within free period as specified either in the release notice or in other applicable rules or regulations, then the release of the container may be withdrawn without notice and demurrage shall be owed in accordance with the rates mentioned in art. 2.

Art. 4: Withdrawal of the release during the free period

The release may be withdrawn during the free period if additional costs are incurred, or in other special cases. This withdrawal of release shall be notified to the consignee or the latter's representative. A new release and/or de facto delivery may be made conditional on prior payment of the costs still outstanding.

Art. 5: Return of the container

The container must be brought back within the applicable period, at the appointed place and in good condition. An Equipment Interchange Report shall be drawn up each time the container is returned.

The obligation to return the container is an obligation of results.

Under "good condition" is meant the same external condition as the container was in when it was delivered to the consignee or the latter's representative. All components and accessories of the container must also be in good condition.

Traces of previous contents, stowage or packaging material, IMO labels and nails must all be removed so that the container is suitable once more for loading and transport. Specific arrangements for cleaning must be agreed individually.

If when it is returned the container is found not to be in good condition, it shall be placed in a separate stack with a view to inspection. A damage estimate shall be made with a view to repair. This damage estimate shall be accepted irrevocably unless a counter-estimate is demanded within two working days. In such cases the consignee or the latter's representative shall owe the costs of among other things cleaning, repair, additional handling, transport and storage.

If the container is returned to a different place, the resulting transport, handling and storage costs shall be owed.

Art. 6: Customs obligations

The consignee is required to give a specific customs destination for the goods, at the latest on collection of the container.

Art. 7: Other information

The ship's agent undertakes that it shall to the best of its ability to inform the notifying party mentioned on the B/L about the arrival of the seagoing ship, the conditions and practical arrangements for the release, the free period, the rates, bringing back the container, the customs obligations and other relevant aspects.

Art. 8: Non-liability

Notwithstanding other applicable provisions concerning liability, in particular those mentioned in art. 1, the carrier, the ship's agent and the terminal operator shall be exempt from all liability for loss or damage caused by:

- 1) malfunctioning or non-functioning of IT systems, connections, networks or programs due to circumstances beyond their control;
- 2) the use and management of the release codes communicated, on the part of the consignee, or the latter's representative, or authorised or unauthorised third parties.
- 3) work interruptions, strikes, government action and other cases of *force majeure*.