

DEDUCTIBLE GUARANTEE

General terms and conditions

March 1st, 2021

PREAMBLE

The purpose of the Guarantee is to set out a financial compensation for loss of, damage or expenses to or in connection with the Protected Goods during transit, subject to the provisions hereunder, by providing:

- deviations to provisions of CMA CGM Group's Carrier Bill of Lading Terms and Conditions, which other terms not contrary shall remain fully applicable.
- up to the amount declared by the Client (see below).
- within 30 days (for straightforward request) following the submission of all required documents.

Serenity Deductible Guarantee is not an insurance and it can only be subscribed with a CMA CGM Group's Carrier contract of carriage.

DEFINITIONS

- **The Client** shall mean the individual or company who purchased the Guarantee described hereunder.
- **The Beneficiary**: The Client or his assignee or any other person, always provided that the claimant under the Guarantee has an interest on the Protected Goods and a title to claim under the bill of lading.
- **The Force Majeure**: Exceptional event beyond the carrier's control, which could not have been foreseen at the time the contract of carriage was entered and prevent or hinder the performance of the Carrier's obligation.
- **The Guarantee** is defined as a compensation of **the Beneficiary** in case of loss or physical damage to the **Protected Goods**, in application of the provisions set out herein.
- **The Protected Goods** are the goods transported under a CMA CGM Group's Carrier bill of lading, for which **the Guarantee** proposed by CMA CGM Group's Carrier has been purchased by **the Client**.

APPLICATION OF THE GUARANTEE

The Guarantee apply in case of physical losses or damages (to the exclusion of any indirect, commercial, or consequential damages) and expenses caused to the Protected Goods during a transport and resulting from one of the below limitative events:

- Force Majeure
- Error in navigation
- Fire
- Breakage, Wetness
- Loss, theft, shortage
- Variation of temperature, for Protected Goods in reefer
- General average and/or salvage contribution, adjusted or determined according to the contract of carriage and/or the governing law and practice, and up to the limitation of guarantee purchased by the client (see infra)

This service will be charged together with the ocean freight (one single invoice). An invoice containing this SERENITY DEDUCTIBLE GUARANTEE charge will be a sufficient evidence that the Guarantee is effective.

NON-APPLICATION OF THE GUARANTEE

The Guarantee is not applicable to:

- Specific commodities: Live animals and fresh fruits.
- Shipment from and/or to and/or through the following countries/territories: North Korea, Syria, Iran, Cuba, Sudan, Crimea, U.S. . The Guarantee offered herein, and any payment of compensation shall be strictly subject to compliance with all UN, EU and US sanction applicable regimes.
- Error, negligence or willful misconduct of the Client or the Beneficiary;
- Ordinary leakages, ordinary loss in weight or volume, or ordinary wear and tear;
- insufficiency or unsuitability of packing or preparation of the Protected Goods to withstand the ordinary incidents of the transit;
- Inherent vice or nature of the Protected Goods;
- Delay;
- Fines
- War, civil war, revolution, rebellion, insurrection, arising therefrom, or any hostile act by or against a belligerent power;
- Capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
- Mines, torpedoes, bombs, or other derelict weapons of war;
- Strikes, lock-outs, labor disturbances. Riots or civil commotions, caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted.
- Cyber attacks
- Scratches and scuffs, mechanical or electrical breakdown on used private vehicles.

SCOPE OF THE GUARANTEE

The Guarantee only applies while the goods are in transit, including terminal handling operations and storage. The Protected Goods benefit from the Guarantee for a maximum period of 30 days prior to the Protected Goods being loaded on the first vessel alongside and up to 30 days after being unloaded alongside from the last vessel covered by the CMA CGM Group's Carrier bill of lading.

However, for Project Cargo / non-containerized goods for which the pre or post carriage is arranged by the shipper or the consignee (*merchant haulage*) the Guarantee shall be limited from the beginning of loading operations alongside the first vessel, until the end of discharging operations from the last vessel covered by the CMA CGM Group's Carrier bill of lading.

LIMITATION OF COMPENSATION UNDER THE GUARANTEE

The maximum compensation payable under the Guarantee shall be limited to the proven physical losses, damages or expenses or the general average and/or salvage contribution and within the amount per shipment, declared by the Client at the time of purchase

CMA CGM Group's Carrier shall not oppose carrier's statutory limitations of liability for claims properly made under the Guarantee

COMPENSATION PROCESS

The Beneficiary shall contact the usual CMA CGM Group's Carrier agent and provide, at least, the following documents:

- Copy of the BL (both sides);
- Freight invoice;
- Copy of the cargo commercial invoice and proof of payment;
- Letter of protest forwarded to CMA CGM Group's Carrier
- Detailed statement of loss

The cause and the extent of loss will upon CMA CGM's Group's Carrier decision be assessed by an independent surveyor appointed by CMA CGM Group's Carrier.

Payment of the compensation shall be made against a proper subrogation signed by the Beneficiary.

GENERAL AVERAGE AND SALVAGE

The Beneficiary shall always remain responsible for issuing adequate bond and securities as required by the Adjuster and/or salvors so as to obtain the release of the cargo from general average and salvage liens. The Beneficiary shall only be entitled to financial compensation under the DEDUCTIBLE GUARANTEE (and within the limit of guarantee purchased) upon production of the evidence of payment of the general average / salvage contribution as ascertained by a final adjustment prepared by the Adjuster.

DUTY OF THE CLIENT AND BENEFICIARY

It is the duty of the Client, the Beneficiary and their employees and agents to:

- take such measures as may be reasonable for the purpose of avoiding or minimizing such losses damages or expenses,
- ensure that all rights against third parties are properly maintained,

Measures taken by CMA CGM Group's Carrier aiming at saving, protecting or recovering the Protected Goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

APPLICABLE LAW

The Law applicable to the Terms and Conditions of DEDUCTIBLE GUARANTEE shall be the one mentioned in the Bill of Lading for each CMA CGM Group's Carrier.

JURISDICTION

All claims and actions arising between the Carrier and the Merchant in relation with the present terms and conditions shall be brought before the jurisdiction mentioned in the Bill of Lading of the said CMA CGM Group's 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

CMA CGM Group's Carrier reserves the right to modify the above terms and conditions, respecting the notice imposed by the competent authorities.