

## **Hapag-Lloyd Shipping Guarantee Terms**

For prioritizing the shipment of a container and warranting that it will not be rolled, Hapag-Lloyd will charge a Shipping Guarantee (SGF) or No Rolling Additional (NRA) according to the Hapag-Lloyd standard tariff, which can be accessed online at <a href="https://www.hapag-lloyd.com">www.hapag-lloyd.com</a>. The SGF or NRA for a certain shipment is subject to the booking confirmation.

The amount of the Shipping Guarantee Fee or No Roll Additional can be found at: <u>Find Trade Surcharges – Overview and Info - Hapag-Lloyd</u>

The SGF / NRA amount is to be paid as per the tariff payment terms unless expressly agreed otherwise.

If a customer opts to purchase SGF or NRA and has received a corresponding booking confirmation, the following terms apply:

- 1. All dates and times in the booking confirmation for a shipment with SGF or NRA are given as best reasonable estimates subject to change, however, the container subject to a SGF or NRA will not be rolled to another seagoing voyage at any port of loading or subsequent transshipment port, if any, except for rolling due to Force Majeure.
- 2. The Shipping Guarantee is further subject to meeting all relevant cut-off times by the Merchant. In case any cut-off times are not met by the Shipper, or in case of a booking cancellation by the Shipper, the Shipper shall pay a cancellation fee in the amount of the SGF or NRA.
- 3. The shipper is entitled to compensation in the amount of 200% of the applicable SGF or NRA (Compensation), under the following conditions:
  - -The container is rolled due to reasons in control of the carrier
  - -The roll is for the first roll to another main voyage or at a transshipment port (including) the first blank sailing not owing to Force Majeure). Subsequent or multiple rolling will not increase Compensation.
  - -If the cargo is transported with an alternative sailing within 2 days after the roll, no Compensation will become due.

Any compensation related to rolling a container is limited to the above-mentioned Compensation. Any other claims resulting from or in connection with the rolling of said container to another main voyage at the Port of Loading shall be subject to the applicable Hapag-Lloyd Bill of Lading or Sea Waybill Terms and Conditions.

- 4. The Compensation shall only be set off against any sums due and payable by the shipper for the shipment connected to SGF or NRA. The Compensation will not be credited to any future shipments, also in case, the Shipper cancels the shipment after the roll.
- 5. Any changes, including but not limited to changes of the port of loading, port of discharge, and the voyage before loading as well as changes of commodity from non-hazardous to hazardous, container type, retroactive booking adjustments that include changes of rate agreement numbers by the shipper, the SGF or NRA will cease, and the Amendment Fee (50% of SGF / NRA) will be charged.
- 6. If the number of containers in a confirmed booking is reduced, an amendment fee will be charged. This fee will be 50% of the Shipping Guarantee fee for the containers that have been removed from the booking.
- 7. If the number of containers in a confirmed booking is increased, the Shipping Guarantee fee and premium service will apply to all containers. However, this change is subject to confirmation of the updated booking.
- 8. If the shipper instructs the Carrier to roll the shipment to another voyage or if the number of containers is reduced in the shipment, the SGF or NRA will cease, and the Amendment Fee (50% of SGF / NRA) will be charged.



- 9. If a Shipping Guarantee (SHGU) has been purchased for only one booking, it is not possible to merge it with another booking (on the same voyage) that does not have a Shipping Guarantee into a single MTD/BL document. To proceed with the merge, a Shipping Guarantee must be purchased for both bookings.
- 10. In case of cancellation of booking amendment fees will be charged on top of Booking Cancellation fee (BCF) if it is applicable.
- 11. SGF or NRA is valid for the ocean leg only. It does not apply for any inland move including truck, rail, barge and it does not include an equipment guarantee. Furthermore, no compensation becomes due if an inland move is delayed or no equipment is available.

Notwithstanding the foregoing, the Hapag-Lloyd Bill of Lading or Sea Waybill terms and conditions shall apply as regards the Carriers' liability for delay.