

Booking Confirmation

CMA CGM (America) LLC
ONE CMA CGM WAY

NORFOLK

Phone:

Fax:

Contact: Tierra Mullen

Customer Service:

Shipper: GREAT CHEER AMERICA INC
PO BOX 2403
LAKE OSWEGO

Booking Number: **NAM6002602** Bkg Pty Ref: Booking Date: 04-JAN-23

Vessel/Voyage: CMA CGM MEXICO / 0TUR4W1MA

Connecting Vessel / Voyage:

Receipt:

Alternate Base Port:

Alternate Base Pool:

Feeder Vessel/Voyage: /

Port Of Loading: LOS ANGELES, CA

Loading Terminal: FENIX MARINE TERMINAL

Ramp Cut-Off Date/Time:

ETD:

Earliest Receiving Date/Time: 01-FEB-2023

SI Cut-Off Date/Time:

VGM Cut-Off Date/Time: 06-FEB-2023 16:00

Terminal Cut-Off: 06-FEB-2023 16:00

ETD: 14-FEB-2023 18:00

Transshipment:

Port Of Discharge: PORT KLANG

Final Place Of Delivery:

ETA:

ETA: 22-MAR-2023 05:00

FPD ETA:

(All times are in local time)

Remarks:

Merchant Haulage By: Road Eqp Available Date: 05-JAN-23 Time:

Quantity: 5 x 40'HC HS Commodity: Waste and scrap, of aluminium

BOC Commodity: Waste and scrap, of aluminium

Net Weight: 220462.26 LBS Gross Weight: 263452.405 LBS

Container Number:

Quote: TA_COMMODITY20

Service Contract:

HAZ: N

FUM: N

Reefer: N

OverSized Cargo: N

Flexitank: N

Preferred Depot: LOS ANGELES GENERIC CODE

Phone No: 757-961-2101

Address: CONTACT EQP WEST FOR EDO AND PICK

UP LOCATION

usa.equipmentwest@usa.cma-cgm.com

LOS ANGELES, CA

12345

UNITED STATES

Merchant Haulage By: Rail Eqp Available Date: 25-JAN-23 Time:

Quantity: 4 x 40'HC HS Commodity: Waste and scrap, of aluminium

BOC Commodity: Waste and scrap, of aluminium

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Net Weight: 176369.808 LBS Gross Weight: 210761.924 LBS

Container Number:

Quote: TA_COMMODITY20

Service Contract:

HAZ: N

FUM: N

Reefer: N

OverSized Cargo: N

Flexitank: N

Preferred Depot: LOS ANGELES GENERIC CODE

Phone No: 757-961-2101

Address: CONTACT EQP WEST FOR EDO AND PICK
UP LOCATION
usa.equipmentwest@usa.cma-cgm.com
LOS ANGELES, CA
12345 UNITED STATES

PLEASE NOTE:

Please send Shipping Instructions to usa.exportsi@usa.cma-cgm.com for all destinations other than; Central America, the Caribbean and South America - Shipping Instructions for these destinations are to be sent to NSExportDocs@usa.cma-cgm.com

Documentation Cut is 8:00pm EST one business day prior to Port Cut. *Exception: If voyage begins with OAG or OCA and POL is Port Everglades, FL or Miami, FL, documentation cut is 4:00 PM EST same day as port cut.*

Please check our website for current vessel schedule and cut info prior to delivery of cargo (<https://www.cma-cgm.com/local/united-states/export-information-guide>).

All dates and times noted in this booking confirmation and/or published by CMA CGM are estimates only and subject to change without prior notice.

Shipment shall be subject to CMA CGM bill of lading terms and conditions available in any CMA CGM agency or CMA CGM web site: www.cma-cgm.com

For shipments booked on a "freight collect" basis the shipper assumes responsibility for payment of all freight and charges invoiced to the receiver.

The shipper agrees to satisfy all outstanding charges should they remain unpaid for more than three consecutive days after discharge.

Visit our website at www.cma-cgm.com to submit Bookings, Shipping Instructions, Track and Trace cargo, get up-to-date Sailing Schedules etc. eBusiness registration is FREE and allows customer access to view and print bill of lading Drafts, Waybills and Original bills of lading.

USPPI (U.S. Principal Party In Interest) agrees that these commodities, technology or software will be shipped from the United States in accordance with all U.S. laws. Diversions contrary to U.S. law prohibited.

The ports of Los Angeles and Long Beach have enacted the Clean Truck Program fee. It is the responsibility of all shippers to register at www.PierPass-tmf.org or www.PortCheck.org in order to claim freight.

CMA CGM will not be responsible for additional rail storage or fees that result from the shipper's failure to claim cargo.

For DOOR moves, the collection date is the first available date a booking is able to load. Actual loading may occur any day within 4 business days prior to the ramp/port cut date.

If your cargo is booked to move via rail, please verify that it is not a restricted or forbidden commodity by going to

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<http://www.cma-cgm.com/local/united-states/news/5/restricted-cargo-rail-road>

Click on the link "Commodities and Cargos Restricted and Prohibited by North American Railroads" and check the appropriate tabs. Any costs associated with the rejection, delay, or re-work of containers if the commodity is restricted or forbidden will be for the shipper's expense.

For Automobile Shipments moving on the rail and sailing out of NY / NJ, containers must be received at the rail ramp during the first two days of receiving in order to be at the port in time for customs clearance.

By securing a booking with CMA CGM you agree for your company to receive all e-mail communication generated by CMA CGM America as it relates to your b/l, including mass notifications generated automatically from our system.

The availability of an empty container prior to the first receiving date does not entitle the Merchant to additional free time beyond what is filed in the applicable contract or tariff.

Containers exceeding the applicable free time period will be subject to detention charges as filed on the date that the shipment is tendered to CMA CGM.

FOR USOAK EQUIPMENT PICKUP/RELEASE - TRUCKING CO MUST SEND RELEASE REQUEST TO EQUIP CONTROL FOR EDO RELEASE PRIOR TO DISPATCH FOR PICK UP LOCATION.

(email: usa.equipmentwest@usa.cma-cgm.com and phone: 757-961-2101)

Please be aware that in certain circumstances there may be a delay in moving 20' containers from inland rail locations due to the lack of available 20' mates, noting the railroad's policy of requiring two x 20' to fill the flatcar.

Hence CMA CGM strongly recommends always booking 20' cargo from IPI origins in lots of even numbers.

CLAUSES:

- 1 The Carrier is committed to comply with all applicable International and National Economic Sanctions such as, but not limited to, United Nations, European Union and U.S. legislations ("Sanctions") and their corresponding banned entities lists such as, but not limited to, the Special Designated National and Blocked Persons List (OFAC) the European Union List of Persons and Entities Subject to Financial Sanctions.
- 2 Following to the slowdown / lock out affecting the US west coast ports, cargo may not be loaded on the intended vessel and remain idle at port of loading for an undetermined period. All additional costs, including but not limited to storage, demurrage, or extra costs such as on forwarding freight shall be payable prior to loading.
- 3 Hence, the Carrier reserves its right to decline or cancel, at any time, any booking involving listed entities or breaching any Sanctions. If cargo is loaded, it may be discharged at any place and time the Carrier may deem convenient and Clause 10 Matters Affecting Performance of the Carrier's Bill of Lading shall apply.
- 4 Receipt of an CMA CGM booking confirmation shall not be construed as a confirmation of acceptance of Hazardous / Dangerous cargo. Such cargo will only be accepted subject to the shipper or his agent supplying correctly completed and signed Multimodal Dangerous Goods Forms and receiving written acceptance from CMA CGM notifying that such hazardous / dangerous cargo as described on the relevant Multimodal Dangerous Goods Forms has been accepted by the Vessel Operator for the particular ocean voyage as per booking. Any costs, expenses, fines and penalties associated with cargo presented for shipment without such written acceptance from CMA CGM confirming the acceptance of hazardous / dangerous cargo, incorrectly completed and / or signed Multimodal Dangerous Goods Forms or containers not having correct placards shall be for cargo interests' account. CMA CGM shall not be liable for any consequential losses or damages arising from the rejection or refusal to load hazardous / dangerous cargo by the Vessel Operator.
- 5 This Booking Confirmation and all services to be provided thereof are subject to CMA CGM bill of lading terms and conditions. Such terms and conditions are available on CMA CGM web site (www.cma-cgm.com) or in any CMA CGM agency. By tendering cargo for shipment the Merchant acknowledges and agrees that all the terms and conditions of the CMA CGM are applicable.
- 6 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful Goods and contain no contraband. Without prejudice to any other rights and defenses afforded by the Bill of Lading - and irrespective of any loss, damages, fines and expenses suffered or incurred by the Carrier that may always be claimed - in case of any failure of the Shipper to comply with the above, the Carrier shall be entitled to charge the Shipper, or any party which is jointly liable with the Shipper, at any time an amount of USD 2,000 as processing and operational fees in addition to a penalty of 15,000 USD per dangerous container and 5,000 per non dangerous container misdeclared.
- 7 Examples of misdeclaration are set out below:
 - 8 • Part or all of the cargo actually stuffed inside the container is dangerous cargo, but is declared as general cargo at the time of booking.
 - 9 • The name, the class number or the UN number declared at the time of booking is different from the one that shall be applicable to the dangerous cargo actually stuffed inside the container, and has not been corrected before our release of the empty container.
 - 10 • The cargo is declared as general cargo at the time of booking but is requested to be amended to dangerous cargo after our release of the empty container.
 - 11 • The cargo is discovered or determined by any domestic or foreign authority (including but not limited to customs, MSA, port and terminal, etc.) or any carriers as the mis-declared dangerous cargo.
- 12 358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof
- 13 366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container as processing and operational fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.
- 14 This booking confirmation shall not be construed as a guarantee given by the Carrier that the equipment will be available for loading of goods at the estimated time herein specified.
- 15 Unless Merchant has expressly disclosed otherwise in writing to the Carrier at the time of requesting a booking, all goods are deemed to be declared by Merchant as not being "Military Cargo and assimilated" as that term is defined on the CMA CGM website at <https://www.cma-cgm.com/shipping/special-cargo>. Carriage of Military Cargo and assimilated is subject to the Carrier's prior written approval. Carrier reserves the right to cancel bookings for misdeclared Military Cargo and assimilated at any time without any liability whatsoever. Merchant is reminded that any misdeclared cargo may be stopped in transit at any time with prejudice to the Carrier's rights under clauses 25 and 26 of the Carrier's Bill of Lading terms and conditions available at <https://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>.
- 16 The shipper acknowledges that the Carrier is authorized to carry the Goods identified in the Bill of Lading on the deck of the vessel and in taking remittance of the Bill of Lading the Merchant (including the Shipper, the Consignee and the Holder of the Bill of Lading, as the case may be) confirms his express acceptance of all the terms and conditions of this Bill of Lading and expressly confirms his unconditional and irrevocable consent to the carriage of the Goods on the deck of any vessel.

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- 17 For all bookings requiring equipment pick up in the LAX/Long Beach area, you must call West Coast Equipment for that day's equipment pick up location at 602-586-4940.
- 18 For Automobile Shipments, Customs Clearance must take place at the Port of Load.
- 19 Cargo which, upon request of shipper is diverted to a point or port of discharge other than the one showing on the booking confirmation and CMA-CGM has taken possession of the cargo, will be subject to diversion fees according to the applicable tariff and charges will be for the Shipper's account.
- 20 For self propelled vehicle shipments, the auto must run until stalled.
- 21 When a booking is cancelled with container movement, a cancelled booking fee of \$175 per booking will be applied for non-refrigerated containers and \$500 per booking for refrigerated containers, along with any other additional expenses incurred by the use of the equipment.
- 22 Shipments of Scrap metal, Waste paper, Household Goods, Plastic Scrap or Personal Effects must move on a PREPAID basis.
- 23 For Automobile Shipments, send copies of titles as indicated on the Procedures for the Exportation of Self-Propelled Vehicles document provided with your booking confirmation.
- 24 For rail billing requests please call, 757-961-2300, or e-mail, ssc.exportbilling@cma-cgm.com. Please note rail billing may not be submitted after the rail cut has passed and no earlier than four business days prior to (five including the rail cut). Please provide the below information in order for rail billing to be submitted: Booking number, container number, accurate weight, seal number, trucking company, contact name and phone number. Please do not send e-mail requests as attachments. Please put all info in the body of the e-mail. Please allow for two hours for railbilling to be processed.
- 25 For Automobile Shipments, if the container is received at the port and fails to meet any customs requirements or CMA CGM requirements listed on this confirmation, the booking will be rolled and applicable charges will be assessed.
- 26 Rail billing may not be submitted after the rail cut has passed and no earlier than four business days prior to (five including the rail cut). The following information is required in order for rail billing to be submitted: Booking Number, container number, accurate weight, seal number, trucking company, contact name and phone number. Please do not send e-mail requests as attachments, all required information should be listed in the body of the e-mail. Please allow at least two hours for requests to be processed.
- 27 For shipments of automobiles that will move on the rail, the following restrictions apply: Only 1 vehicle can be loaded per 20' Standard Container and 2 vehicles per 40' Standard Container. Vehicles cannot be stacked suspended with wire, chains, bandings or blocking above the floor. All tires of each vehicle must remain on the container floor.
- 28 For shipments of automobiles that will move on the rail, a dock receipt is required and should be sent to ssc.exportbilling@cma-cgm.com. It must include a signed and dated statement confirming that the battery has been disconnected and all fuel has been drained.
- 29 Cutoff for Hazardous cargo is one business day prior to general cargo cutoff.
- 30 CMA CGM cannot accept shipments for the following commodities: Animal Hides, Carbon, Carbon Black, Exhibition Goods / Time Sensitive Cargo, Steel Coils (via rail).
- 31 Flexitanks / Bladder, construction equipment, metal coils or concentrated metal of any type cannot be transported on the rail.
- 32 Personal Effects / Household Goods are not permitted for DOOR moves and cannot be transported on the Canadian Rail.
- 33 If the shipper of record does not have credit with CMA CGM, the following payment policy applies: If freight payment is not received within 14 calendar days of vessels' departure, a late payment fee of \$50 per B/L will be assessed. Additionally, a late payment fee of \$200 per B/L will be further assessed if payment is not received within 30 calendar days of vessels' departure. These fees must be paid in full prior to B/L and cargo release.
- 34 FLEXI TANKS / BLADDERS: In the event that shipment is effected via flexi-tanks or bladders, shipment shall be subject to CMA CGM requirements for Letter(s) of Indemnity. Customer is liable for any and all damages, liabilities, or expenses arising from carriage of cargo in flexi-tanks or bladders, including, but not limited to: cleaning costs, container cleaning, repairs or replacement, third party damages, civil or criminal penalties, and/or consequential or indirect claims arising from leakage, spillage or inadvertent release.
- 35 Diversions/C.O.D. requests must be received no less than 72 hours prior to vessel arrival at destination provided the cargo being diverted does not require a change in transshipment port. If this is the case, notification will need to be received within 48 hours of cargo arrival at transshipment. All cost for the Diversion will be for the Shipper's account.
- 36 Bolt Seals are required for cargo discharging in or transshipping through India or Pakistan. If bolt seals are not applied CMA CGM will do so at shipper's expense at a charge of \$100 USD.
- 37 Potential labor unrest and action at US East Coast and Gulf ports may result in port congestion throughout the US and Canada. In the event such conditions arise, a port congestion surcharge will apply to cargo arriving in or departing the US or Canada as follows: \$ 800/D20, \$ 1000/D40, \$ 1100/H40 and \$ 1266/H45 container.
- 38 Please note that the first day of standard equipment return is four (4) working days prior to (five including the port cut) your operational cargo cutoff date unless you have negotiated different terms. This applies for Shipper Owned containers as well.
- 39 Reduced, Delayed or Cancelled Booking Fees: If Shipper takes possession of containers and later returns all or any portion of the containers empty due to a reduction in or delayed loading of the expected units for that particular booking or out right booking cancellation, the Shipper or responsible party shall be liable for any charges resulting from use of Equipment, including but not limited to terminal charges due to the receiving and/or releasing depot, gate fees, terminal handling charges, truck charges, dray charges or any other associated fees assessed.
Units returned empty due to a reduction in or delayed loading of the expected units for a booking shall have no Free Time Detention (off dock terminal/CY), and no Free Time Demurrage (on dock terminal/CY). Shipper or the responsible party will be liable for any and all of these accrued charges as per Tariff.
- 40 For Automobile Shipments, send copies of titles as indicated on the Procedures for the Exportation of Self-Propelled Vehicles document provided with your booking confirmation.
- 41 IF BOOKINGS RETURNS TO TTI (USLGBMTTI), YUSEN (USLAXMYUS) AN EDO MUST BE REQUESTED TO EQUIP CONTROL (email: usa.equipmentwest@usa.cma-cgm.com and phone: 757-961-2101) - TRUCKING CO MUST SEND RELEASE REQUEST TO EQUIP CONTROL FOR EDO RELEASE PRIOR TO DISPATCH FOR PICK UP LOCATION.