## **Booking Confirmation**

Page 1 of 5

Run 14-JUL-21 11:05 AM



CMA CGM VIETNAM JSC

NO 81-85 HAM NGHI STREET,

NGUYEN THAI BINH WARD, DISTRICT 1,

(RUBY TOWER, 8TH FLOOR)

HO CHI MINH CITY

Phone: Fax:

Contact: Linh Do Khanh

**Customer Service:** 

Attn:

AP LOGISTICS COMPANY LIMITED LOGISTICS AP

89 A LY PHUC MAN BINH THUAN

WARD DISTRICT 7

HO CHI MINH CITY

Booking Number: SGN1206243 Bkg Pty Ref: Booking Date: 14-JUL-21

Vessel/Voyage: CONTSHIP QUO / 0IY66N1NC

Connecting Vessel / Voyage: MAERSK TANJONG / 0SS9TW1MA/

Receipt:

Alternate Base Port: Cut-Off Date/Time:
Alternate Base Pool: Cut-Off Date/Time:

Feeder Vessel/Voyage: / ETD:

Port Of Loading: HAIPHONG Cut-Off Date/Time: 23-JUN-2021 02:00 AM Loading Terminal: NAM DINH VU PORT VGM Cut-Off Date/Time: 23-JUL-2021 02:00 AM

ETD: 27-JUL-2021 19:00

Transhipment: HONG KONG ETA: 30-JUL-2021 11:00 PM Port Of Discharge: PORT LOUIS ETA: 16-AUG-2021 06:00

Final Place Of Delivery: FPD ETA:

(All times are in local time)

Remarks: CONTSHIP QUO 0IY66N1NC ETD 25-JUL

SI, VGM, CY COT: 10h00 AM 24-JUL

Merchant Haulage By: Road Eqp Available Date: 20-JUL-21 Time:

Quantity: 2 x 20'ST HS Commodity: Glass carboys, bottles, jars,

Net Weight: 40000 KGM Gross Weight: 44460 KGM

Container Number:

Quote: TA\_FE-EAF

Service Contract:

HAZ: N FUM: N

Reefer: N

OverSized Cargo: N Flexitank: N

Pick up Place: HAIPHONG

#### PLEASE NOTE:

<sup>\*) &</sup>quot;Information of CUT-OFFs are located in the end of Booking Confirmation"

## PFR0717\_001 v5.108

Page 2 of 5

Run 14-JUL-21 11:05 AM

# Booking Confirmation



Booking Number: SGN1206243

- \*) Deadline To Submit Final Certificates/ Documents Signed For OOG/ Hazardous (Dangerous) Cargoes: You are requested to submit final documents correctly/ completed with stamp/chop/signed PRIOR TO 3 DAYS AT LEAST before ETD and in working time in order to apply for loading approval with Terminal/ Vessel Operator (for OOG: Lashing Certificate, OOG Application Form; for Hazardous: MSDS/IMO/Manifest, Declaration Form). In case of lateness/ delay, CMA Group hold the right to reject loading onboard, if any cost/ expenses/ fines and penalties arising from this refusal of loading subject cargoes shall be under cargo owners' account.
- \*) Standard format of email subject requested relating to Booking/ Confirmation: BOOKING NUMBER/ NAME ACCOUNT/ POL/ POD.
- (Mẫu tiêu đề email chuẩn yêu cầu liên quan đến Booking hay Xác nhận Booking: SỐ BOOKING/ TÊN KHÁCH HÀNG/ CẢNG XUẤT/ CẢNG ĐÍCH)
- \*) To amend Booking Confirmation: please contact Booking Desk at: sgn.booking@cma-cgm.com following standard format of email subject above (Để sửa đổi Booking: vui lòng gửi yêu cầu đến Bộ phận Booking: sgn.booking@cma-cgm.com theo mẫu email trên)
- \*) For additional request/ information support/ troubleshooting: please contact Customer Service Desk at: sgn.customerservice@cma-cgm.com following standard format of email subject above (Để được tư vấn thông tin về dịch vụ/ hỗ trợ giải quyết các vấn đề liên quan đến hàng xuất: vui lòng liên hệ Bộ phận Dịch vụ Khách hàng: sgn.customerservice@cma-cgm.com theo mẫu email trên)

### 1).HƯỚNG DẪN DUYỆT LỆNH CẤP CONTAINER RỖNG

For Bookings created and confirmed as from November 20th, 2020, Release Order Confirmation (RO) will be automatically sent to the email address of recipient who received Booking Confirmation earlier or you can login to eBusiness Website of CMA CGM Group in order to download it if Booking Request already submitted on our eBusiness Website. If you need any further guidelines or questions about the registration of eBusiness account on our website, please contact the department of eBusiness Support: Ms.DUONG NGUYEN KHA Ai: (sgn.aduongnguyenkha@cma-cgm.com). Timeframe delivery of Release Order Confirmation (RO) is 10 days prior to the date of vessel departure (ETD-10), if you have not received it yet, please contact the department of Equipment Logistics as below:

- a).Ho Chi Minh City (inclusive of Vung Tau Area) at this email address: sgn.logistics@cma-cgm.com (Kindly note that Old email address of Release Order validation: sgn.emptyrelease@cma-cgm.com will NOT work anymore.)
- b). Hai Phong City (inclusive of Nghi Son Area) at this email address: hpg.emptyrelease@cma-cgm.com

(Đối với Booking được tạo và xác nhận kể từ này 20 tháng 11 năm 2020 trở về sau, Lệnh cấp container rỗng (RO) sẽ được tự động gửi đến địa chỉ email của Quý khách nhận Booking Confirmation trước đây hoặc Quý khách có thể đăng nhập vào trang Website eBusiness của CMA CGM Group để tải về nếu Yêu cầu Booking đã được truyền gửi qua Website eBusiness của chúng tôi. Nếu Quý khách cần thêm hướng dẫn hoặc thắc mắc liên quan đến đăng ký tài khoản trên eBusiness Website của chúng tôi, xin liên hệ Bộ phận hỗ trợ khách hàng: Ms.DUONG NGUYEN KHA Ai: (sgn.aduongnguyenkha@cma-cgm.com). Thời gian duyệt truyền gửi Lệnh cấp container rỗng (RO) là 10 ngày trước ngày tàu chạy (ETD-10), nếu Quý khách chưa nhận được, vui lòng liên hệ Bộ phận Cấp container rỗng như sau:

- a).Khu vực Tp.Hồ Chí Minh (bao gồm Khu vực Vũng Tàu) theo địa chỉ: sgn.logistics@cma-cgm.com (Lưu ý địa chỉ email Duyêt lênh cũ: sgn.emptyrelease@cma-cgm.com sẽ không còn hoạt đông nữa)
- b). Khu vưc Tp.Hải Phòng (bao gồm Khu vực Nghi Sơn) theo theo địa chỉ: hpg.emptyrelease@cma-cgm.com)

#### \*).Ghi chú:

- a). Niêm chì Container (Seal) sẽ được giao trực tiếp tại Nơi giao Container rỗng (Bãi Container). Ngoại trừ, Nơi giao Container rỗng được chỉ định tại:
- @ Khu vực Thành phố Hồ Chí Minh/Vũng Tàu: Tân Cảng Hiệp Phước, TCIT, TCTT, thì Niêm chì (Seal) sẽ được giao tại Bãi Tâm Cảng Depot (Địa chỉ: Số 938/180 Nguyễn Thị Đinh, Phường Thạnh Mỹ Lợi, Quận 2, Tp. Hồ Chí Minh Tel: +84-(28)-6680 0505)
- @ Khu vực Thành phố Hải Phòng: Nam Hải Đình Vũ, Tân Cảng 128, Nam Hải,... thì niêm chì (Seal) sẽ được giao tại Bãi Tân Cảng Phương Đông (Địa chỉ: Đình Vũ, Phường Đông Hải, Tp. Hải Phòng. Tel: +84-090 6006 741) b).Giờ làm việc: Thứ Hai -- > Thứ Sáu (từ 08h00 đến 17h00). Các vấn đề duyệt lệnh và phát Lệnh Cấp Rỗng (Empty Releasing Order) phát sinh mới vào Ngày Thứ Bảy chỉ được giải quyết vào ngày Thứ Hai tới. c).Nếu khách hàng chỉnh sửa Booking (Số lượng container, Loại container, Ngày ETD,..), khách hàng cần thông báo ngay cho Bô phân duyệt lệnh để hủy duyệt lệnh cũ và duyệt lệnh lai mới cho Booking đã được chỉnh sửa

## Booking Confirmation

Page 3 of 5

Run 14-JUL-21 11:05 AM



Booking Number: SGN1206243

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d).Khu vực Thành phố Hải Phòng: Từ ngày 15/7/2017, Bộ phận nhận và trả Tờ khai hải quan: 090.4760.866 (Hotline 24/7), Mr. Nguyễn Hải Nam: 093.6953.939, Mr. Đặng Quốc Toàn: 0126.7234.326; Địa chỉ: Cảng Green Port, Số 1 Ngô Quyền, Quận Hải An, Thành phố Hải Phòng.

- 2).STANDARD TARIFF & FREE TIME OF EXPORT DDSM: Detention, Demurrage, Storage, Reefer Monitoring Charges
- 2.1). Vietnam Country Tariff of Demurrage & Detention: please open URL link at HO website below https://www.cma-cgm.com/ebusiness/tariffs/demurrage-detention
- 2.2.1). Dry Equipment 20'/40'/45' (Storage per cal. day): First 7 days free.
- 2.2.2). Special Equipment 20'/40' (Storage per cal. day): First 3 days free.
- 2.2.3). Reefer 20'/40' (Storage per cal. day): First 3 days free.
- 2.2.4). Reefer Plugging 20'/40' (Reefer Monitoring per cal. day):
- +) Entering the terminal before 12:00 noon: First 2 days free.
- +) Entering the terminal after 12:00 noon: First 3 days free.
- \*) Calculation Method:
- +) Separated Detention&Demurrage: Detention being counted from the pick-up date of empty container(s) till the drop-off date of laden container(s); Demurrage being counted from the drop-off date of laden container(s) till the sailing date (ETD).
- +) Merged Detention&Demurrage: being counted from the pick-up date of empty container(s) till the sailing date (ETD).
  - +) Storage: being counted from the drop-off date of full container(s) till the sailing date.
- +) Reefer Plugging: being counted from the gate-in date of full container (with the Limit Rule of Time-12:00 noon) till the loading date, including both calculation dates of start and stop.
- +) Special Equipment includes: Open-top, Flat-rack, Plat-form, Ventilated, Tank, Open-side, DG & Non-standard dry containers.
- \*) Especially for Receipt (or Alternate Base Port): Ho Chi Minh City & Port of Loading (POL): VUNG TAU (VNVUT), Containers dropped off at HoChiMinh ICDs, all DDSM charges above will be counted till the Cut-Off date at such ICDs.

#### 3). DEADLINE OF SHIPPING INSTRUCTION/ BILL OF LADING:

- -Final S/I and Amendment of Bill of Lading can be submitted on these ecommerce channels: MUST (CMA Group)/ EDI / INTTRA/ CARGO SMART/ GTNEXUS. Manual S/I needs sending to Documentation Team: ssc.vndocumentation@cmacqm.com
- -Standard deadline of S/I submission: please refer to this URL link: https://www.cma-cgm.com/local/vietnam/export-regulations
- -Late Payment Fee: Applicable for prepaid freights (ocean freight, local surcharges) which have not been settled within 7 days from the ship departure (ETD). From the 8th day onward, late payment charge will be applied.
- -B/L Pick-up: Within 7 days from the actual sailing date, customers can acquire Seaway B/L, after this time, the only request for Original B/L or Surrendered B/L is acceptable.

#### 4).DEADLINE OF VGM SUBMISSION/ VGM INSTRUCTION:

- \*) Shipper is to submit 01 electronic copy to CMA CGM and 01 hardcopy to the Terminal Operator
- -Standard deadline of VGM submission: please refer to this URL link: https://www.cma-cgm.com/local/vietnam/export-regulations
- -Guidelines for VGM Transmission via EDI platforms: please refer to this URL link: https://www.cma-cgm.com/local/vietnam/export-information-guide
- -Transmission of VGM by EDI platforms will be free of charge
- -Manual methods of VGM submission (incl. by email) is not encouraged & Manual VGM Fee will be applied as per the standard tariff. Manual VGM needs sending to VGM Dedicated Team: ssc.vgm@cma-cgm.com
- \*) No VGM = NO LOAD. CMA CGM will comply with VGM requirements and as such if the Verified Gross Mass is not provided by the Shipper or by a person duly authorized by the shipper, the container will not be loaded onboard the ship
- \*) Shipper's fully responsible to provide correct VGM data timely, CMA CGM will not verify them again. Shipper's fully responsible for all costs incurred due to no VGM or late VGM submission and potential penalties for non-compliance will be determined by Local Authorities
- 5). SHIPPING TERMS AND CONDITIONS OF VESSEL, BOOKING, EQUIPMENT AND DOCUMENTATION:
- For any Vietnamese export shipment with LCL/ FCL term, the stuffing of the goods remains under shipper's custody and liability.

## PFR0717\_001 v5.108

Page 4 of 5

Run 14-JUL-21 11:05 AM

# **Booking Confirmation**



Booking Number: SGN1206243

- -Transit Time, Closing Time, Vessel's Berthing, ETA/ETD are only estimated and able to change without prior notice.
- -The carrier reserves the right to substitute the named and/or performing vessel(s) with another vessel at any time.
- -The booking confirmation is just for the acknowledgement of booked shipment, it subjects to the availability of ship-space (slot) and equipment (container).
- -Unless you contact us for any correction/change of booking information timely, we assume all booking information/ details/ shipping conditions showing on this booking confirmation are totally correct and applied for this consignment.
- -You must check the condition of container(s) before picking up, remove all DG Labels (if any) before stuffing Non-hazardous commodity.
- -Hazardous commodity must be declared properly & getting the prior approval from the Carrier. Any wrong DG labels affixing on the export container(s) is subject to the shut-out/ additional cost/ surcharges arising.
- -Letter of Indemnity (LOI) must be submitted to the carrier if the temperature of reefer container(s) varies over 6 Celsius Degree for the frozen commodity or more than 2 Celsius Degree for the perishable commodity. Such commodities will not be loaded onboard till we receive the written confirmation from the shipper.
- -The carrier reserves the right to hold the shipper responsible for any disputes/ consequence/ loss arising from any discrepancy/ inaccuracy of information provided, and from the container(s) not being sealed properly following the ISO/PAS-17712 Standard.
- -For the consignment being booked with the freight terms: "Freight Collect", you must guarantee & be responsible for all the payment of freights and surcharges payable by the consignee/ receiver, if all pending/ unpaid for more than three (03) consecutive days after the discharge date. CMA CGM group reserves the right to refuse the issuance of Bill Lading and/or delivery of cargo if DDSM charges are not settled timely.
- -To serve the clients better, VAT invoices will be issued at Estimated Time of Departure (ETD). If customer information to be showed on invoice is different from the provided information before, please inform Invoicing Team at: sgn.exinvoice@cma-cgm.com right when submitting (e)SI. Any request of changes later will be charged for Invoice Cancellation Fee per B/L.
- (Để phục vụ khách hàng nhanh chóng, hóa đơn sẽ được xuất vào ngày tàu chạy (ETD). Nếu thông tin khách hàng yêu cầu thể hiện trên hóa đơn khác với thông tin đã cung cấp,
- vui lòng thông báo cho Bộ Phận Xuất Hóa Đơn-sgn.exinvoice@cma-cgm.com ngay khi gửi chi tiết làm B/L. Mọi yêu cầu thay đổi sau đó sẽ bi gánh chiu phí hủy và xuất lai hóa đơn cho mỗi B/L).

#### 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 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.
- 3 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.
- 4 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.
- 5 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.

  6 Examples of misdeclaration are set out below:
- 7 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.
- 8 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.
- 9 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.
- 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.
- 11 358. 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
- 12 366. 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.
- 13 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.
- 14 Following to the strike affecting the French ports, cargo may be discharged in an alternative port without notice and-subject to availability- be on forwarded to the original intended port of destination. All additional costs, including but not limited to storage, demurrage at the alternative discharge port or extra on forwarding costs, shall be for merchant's account and payable upon delivery.

PFR0717\_001 v5.108 Page 5 of 5

## **Booking Confirmation**

CMA CGM

Run 14-JUL-21 11:05 AM

Booking Number: SGN1206243

15 IMPORTANT: The Shipper acknowledges that the Carrier is authorized to carry the Goods on the deck of any vessel. In tendering the Goods to the Carrier for shipment (whether a bill of lading is issued or not), the Shipper, acting for his own account as well as for and on behalf of the Consignee and of the Holder of the Bill of Lading, expressly accepts and agrees to all the terms and conditions, whether printed or stamped or otherwise incorporated on the face and on the reverse side of the Carrier's Bill of Lading and the terms and conditions of the Carrier's applicable tariff as if they were all signed by the Shipper and further expressly confirms his unconditional and irrevocable consent to the carriage of the Goods on the deck of any vessel.