

Booking No.: **205115227****Maersk Spot**

Print Date: 2020-09-09 19:45 UTC

Booked by Party:	CERNUNNOS SERVICOS DE INTERMEDIACAO	Service Mode:	CY/CY
Contact Name:	ALEXANDRE MONERO	From:	Santos,Sao Paulo,Brazil
Booked by Ref. No:		To:	Cotonou,Benin
Service Contract:		Customer Cargo:	SPOT -
Price Owner:	CERNUNNOS SERVICOS DE INTERMEDIACAO	Business Unit:	Maersk Brazil (Sao Paulo)
Named Account Customer:		Commodity Description:	Sugar, syrup, foodstuff

We request you to review the specific parameters, viz. Service Contract, Price Owner, Named account customer and Commodity description. In case there are any changes required to these parameters, please send us a request before any containers(s) are picked up.

The rates and other applicable charges on your shipment will be invoiced based on Price Calculation Date (PCD)

For Non-FMC shipments, PCD is the Estimated Time of Departure (ETD) of the first vessel in the latest booking confirmation issued upon customer request.

For FMC shipments, PCD is the date on which Maersk Line A/S or one of its authorised agent(s) takes possession of the last container listed on the transport document.

Note: FMC regulated trades are shipments exiting or entering a port in the United States, Guam, US Virgin Islands, American Samoa or Puerto Rico (US).

Olá Prezado Cliente,

Agradecemos por solicitar uma reserva através do MAERSK SPOT.

Gostariamos de informar que seu(s) container(es) foram reservados no navio CAP SAN MARCO /039N.

Para assegurar que sua carga esteja pronta para embarcar dentro do prazo, por gentileza siga os prazos abaixo: (os prazos estão sujeitos a alteração, de forma que sugerimos que acompanhem também através do nosso site)

Deadline para Instrução de Embarque (draft): 2020-09-29 12:00:00

Deadline de VGM (Verified Gross Mass): 2020-10-01 18:00:00

Deadline de carga/liberação: 2020-10-01 18:00:00

*Por favor, assegure que o(s) container(es) sejam coletados ou providencie-nos a numeração do(s) mesmo(s) antes do Deadline. No caso de atraso, não podemos assegurar que seu(s) container(es) será(ão) embarcado(s).

*Para coleta do(s) vazio(s), por gentileza, agende-o em nosso site de equipamentos: <http://portalagendamentos.com.br/>

*Se precisar alterar ou cancelar sua reserva, por favor, submeta sua solicitação através de nosso site www.maersk.com, seu canal online favorito!

Encontre abaixo, os detalhes de termos e condições da reserva SPOT:

Esta reserva e embarque, estão sujeitas aos Termos e Condições de Embarque da Maersk, que estão disponíveis de acordo com a solicitação do armador ou seu representante e estão também, acessíveis na página da Maersk.

Os Termos e condições podem ser encontrados em <https://terms.maersk.com/terms-spot-booking-portuguese>

O embarque está sujeito a valores padrões.

Para consulta dos dias livres e diária de Detention e Demurrage, por favor acesse

https://assets.maerskline.com/combined-pricing-assets/maeu/dnd/free_time_offer_for_Maersk_SPOT.xlsx

Para consulta dos Termos e Condição de Detention e Demurrage, por favor acesse: <https://terms.maerskline.com/terms-spot-booking>

Equipment

Quantity	Size/Type/Height	(ft.in)	Collapsible	Sub. Equip	Gross Weight	Pack. Qty/Kind	Cargo Volume
40	20 DRY	8 6			1080000.000 KGS	40 Piece(s)	

Price Calculation Date:

2020-09-09

A new tax, RSC (Corridor Security Charge) has been instituted by Local Customs Authorities and whereby a percentage of 0.5 of the cargo value will have to be paid to them on each shipment.

If Cargo value exceed 30,000 euro, there will be an additional IHI fee FGR (Road Guarantee Fund) that should be paid by Shipper and same should be paid before container arrival at Cotonou port.

ECTN is mandatory at Cotonou port also. In case its not performed at origin, it can be performed at Cotonou under applicable charges & penalties payment.

This document is subject to following:

This booking and carriage are subject to the Maersk Terms and Conditions of Carriage which are available upon request from the carrier or his representatives and are furthermore accessible on the Maersk website "<<http://www.maersk.com>>" under " Terms and conditions" or the same can be checked in "<https://terms.maersk.com/>"

- The shipment is subject to tariff rates unless a correct and applicable service contract number is available

- The carrier's right to substitute the named and/or performing vessel(s) with another vessel or vessels at any time.

- Arrival, berthing, departure and transit times are estimated and given without guarantee and subject to change without prior notice

- All dates/times are given as reasonable estimates only and subject to change without prior notice.

Shipments destined for or carried/transhipped via the USA:

- This document is given subject to the customer providing the correct cargo description in accordance with U.S. law, including U.S. Customs requirements as described in Customs Rules and Regulations, 19 CFR Parts 4, 113 and 178 of October 31, 2002

Intended Transport Plan
Load Itinerary

Type	Location	Release Date	From	To	Return Date	Time	Load Ref.
Empty Container Depot	Transtec Guaruja Transtec Guaruja Via Santos Dumont 4475 Guaruja, SP	2020-09-12	00:00		2020-10-01	18:00	
Return Equip Delivery Terminal	Santos, Santos Brasil Terminal Santos, Santos Brasil Terminal Av Santos Dumont - Guaruja, SP Santos, SP						
From	To	Mode	Vessel	Voy No.	ETD	ETA	
Santos, Santos Brasil Terminal	Tanger Med 2	MVS	CAP SAN MARCO	039N	2020-10-05	2020-10-16	
Tanger Med 2	Algeciras - ML Terminal	MVS	CAP SAN SOUNIO	040W	2020-10-20	2020-10-22	
Algeciras - ML Terminal	Cotonou Coman (ML) Terminal	MVS	MAERSK DAKAR	044S	2020-10-29	2020-11-08	

Please consider that provided deadlines are subject to change, to find the latest updates visit our website <https://maersk.com/>

Important: To stay informed about transport plan changes on your shipment, subscribe to notifications on our website: <https://www.maersk.com/notifications/#summary>. From September 17th 2018, notifications would only be sent to those subscribed

No intuito de auxiliá-los, visando evitar problemas nos seus processos de embarque no sistema Portal Único, distribuímos o procedimento anexado ao link <https://goo.gl/GVTk3L>, o qual deve ser seguido e é de extrema importância para evitar entraves aos exportadores, referente às unidades atreladas a outras viagem/DUE, visto que o armador não possui qualquer influência ou poder sobre o mesmo.

Do you need Customs Clearance?

As part of our new product offering, Maersk can also provide export & import Customs Clearance. If you're interested don't hesitate to contact our Customer Service or Sales agents to learn more about our new Customs House Brokerage (CHB) service.

DISCLAIMER

Dear Customer,
FOR CY SHIPMENT

The container(s) using CY service mode for this booking must be delivered within the deadline to be informed for this vessel, and duly cleared for shipment.

The shipper and/or its representatives shall be responsible for all logistics to facilitate the removal of empty unit(s) and the delivery to the port for shipment, with the clearance at official bodies, within the established deadline.

The carrier disclaims all liabilities for any losses caused from the failure to comply with the aforementioned provisions. As per IN 32 MAPA is Shipper liable to report any/all wooden package material.

If Shipping Instruction does not contain any information regarding Wooden Package, without prejudice, the carrier will consider there is no wooden package inside of the container(s) mentioned on BL.

In case of wood shipment, consignee is exclusively responsible for the fulfillment of Brazilian requirements in respect of packaging the cargo, as foreseen in the Brazilian legislation, as per Normative Instruction No. 32/2015. In event of non-fulfillment of such rules, consignee will be the party responsible for all costs related to return the cargo or measures related to cleaning the unit or repackaging the cargo.

Bunker rate is a floating rate and is subject to market values to be available for consultation, which considers the load of the shipment.

Legal Notice: All bookings are always subject to equipment availability, space on board the above referred vessel and to the terms and conditions of Maersk Line, Safmarine and/or Sealand Bill of Lading, including the law and jurisdiction clause.

You can obtain these terms and conditions from your local agent or on www.maerskline.com / www.safmarine.com / www.sealand.com. Merchant warrants that the particulars relating to the Goods in the shipping instructions shall be in conformity with those provided in the booking. In case of any discrepancy between both sets of particulars, Merchant shall hold harmless and indemnify Maersk Line, Safmarine and/or Sealand and its agents for any and all costs, expenses, loss or damage of whatsoever nature arising therefrom.

This document is subject to following TERMS AND CONDITIONS.

This booking and carriage are subject to the Maersk Line Terms and Conditions of Carriage, which are available upon request from the carrier or his representatives and are furthermore accessible on the Maersk Line, Safmarine and/or Sealand website. The terms and conditions of the Bill of Lading (BL) (available at "<https://terms.maerskline.com/carriage>") shall apply as of the issuance of this Booking Confirmation, and form an integral part hereof, supplementing the Carrier and the Client's rights and obligations, as applicable.

For the purpose of these Terms and Conditions, the term "Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, Notify Party, Contract Owner, signatory of the Disclaimer, Booked By Party, any Person owning or entitled to the possession of the Goods or of the bill of lading and anyone acting on behalf of such Persons.

I – The description and declaration of the goods are provided by the Merchant upon contracting the services, and if such description is incorrect, the Merchant shall be responsible for any related costs, in addition to indemnifying the Carrier for all resulting charges, damages, losses, fees and fines.

II – The carrier's right to substitute the named and/or performing vessel(s) with another vessel or vessels at any time. The information set out in the above fields regarding equipment, vessel, itinerary and shipping are provided upon closing the agreement; however, the carrier may modify them during the course of the operation, as this information is conditioned to availability of equipment (container units), favorable weather conditions, as well as operational aspects related to shipping and force majeure.

III – If the information described in this document does not comply with the agreed terms, or if any changes are necessary, we must be immediately and formally notified, otherwise the information shall be considered correct.

IV – Freight and rates applied to shipping, as described in the Bill of Lading and in the Invoice, are based on the information outlined in this Booking Confirmation and freight quotation, and may be modified till shipment according with cargo type, quotation, destination fees and if said information is changed according to Clause III.

V – The Merchant hereby ensures that any agent, subcontractor or representative used to carry out the negotiation and closing of this Booking Confirmation has a legal relationship with the Merchant, holding the necessary powers and authorizations to conclude this closing, pick up/receive the original Bill of Lading documents at the location indicated by the Carrier and receive/provide information to the Carrier until the conclusion of its legal relationship with the Merchant, which must withdraw the authorization upon express notification to the Carrier.

VI – The Merchant hereby ensures the integrity of all pieces of equipment/machinery owned by the Carrier, while in its possession. The Merchant shall indemnify the Carrier for any losses, damages, dents, total loss, and/or any other circumstances resulting the loss or changes to the integrity of such equipment/machinery.

VII – If the goods are seized due to the Merchant's fault or abandoned at the port of destination, the Merchant shall not be exempt from the liabilities concerning the use of the equipment/machinery (container unit), being responsible for the payment of container demurrage, storage at the terminal, electricity and customs fines, among other charges.

VIII – The Merchant acknowledges that even after the issuance of this Booking Confirmation, the Carrier reserves the right to cancel and refuse any operation/business, at its commercial discretion or due to unforeseen circumstances or force majeure.

XIX – All dates/times of arrival, berthing, departure, deadlines, ETD, ETA, transit times of this document are given as best reasonable estimates and without guarantee, subject to change without prior notice. To track date estimates, updates and changes, please check the link below:
<https://www.maerskline.com/routes/track-shipments>

X – The shipment is subject to tariff rates (market rate level) unless a correct and applicable service contract number is available.

XI – Shipping Instruction (Draft) will be accepted only through our website, INTTRA or EDI.

a.Shipping Instruction must have:

1.Brazilian Export Reference Number (DDE, DSE, DU-E, RUC, M-RUC)

2.Shipper Details with CNPJ

3.NCM on cargo description

b.BRL 370.00 in LDS (Late Documentation Fee) will be charged for Shipping Instruction (Draft) submitted after the deadline*.

*For SI submitted after the deadline, those are subject to Maersk approval. If accepted, we will charge LDS. If not, booking will be adjusted.

XII – PLEASE note this BOOKING Confirmation is SUBJECT TO VESSEL SPACE and EQUIPMENT AVAILABILITY, which is not guaranteed. Therefore, THIS DOCUMENT IS NOT A CONTAINER DELIVERY ORDER.

XIII – To secure cargo loading approval from the relevant authorities, please ensure that complete shipping instructions are submitted within the deadlines settled.

XIV – The Merchant will be granted a free time, where they will not be charged for demurrage or detention of the container, and such free time shall vary according to the type of container.

XV – The free time shall begin counting as from container(s) pick-up date.

XVI – Demurrage or detention is applied after the end of the free time, whereby the Merchant is responsible for paying the standard costs for demurrage or detention, as set out in the Table entitled CONTAINER DEMURRAGE AND DETENTION FEES, below

CONTAINER DETENTION FEES		
Export – Detention		
Dry Cargo	Freetime	Additional calendar day
20'DRY	From the 1st to the 14th day	USD 36.00
40'/45'DRY	From the 1st to the 14th day	USD 72.00
20'SPECIAL Flat & Open Top	From the 1st to the 10th day	USD 50.00
40'SPECIAL Flat & Open Top	From the 1st to the 10th day	USD 100.00
Refrigerated Cargo	Freetime	Additional calendar day
20'REEF	From the 1st to the 10th day	USD 100.00
40'REEF	From the 1st to the 10th day	USD 100.00
IMO Cargo	Freetime	Additional calendar day
20' CONTAINER	From the 1st to the 10th day	USD 100.00
40'/45' CONTAINER	From the 1st to the 10th day	USD 100.00

In case of export operations, in the event of cancellation or withdrawal of the operation/shipment, no free time period shall be granted, and the Merchant shall bear all detention rates, from the date the container (s) was (were) received, until the actual return of the container (s) in the Depot Terminal indicated by Carrier or its agent."Demurrage and Detention deals are based on the Price Calculation Date of your shipments"

*Calendar days – includes Saturdays, Sundays and holidays.

*After the free time set out herein, the payable fee shall correspond to the number of days effectively elapsed, including the free time for counting purposes, as set out in the Table above.

XVII- Full Demurrage and detention conditions/tariffs are available on the link: <https://www.maersk.com/local-information/latin-america/brazil>

demurrage-detention and registered in the Documents Registry Notary Office in the city of Santos, under numbers 724.351;724.352 and are regarded a legal part of this Booking Confirmation, remaining valid until new conditions/tariffs to be registered in the respective Documents Registry Notary Office, which will prevail. Shipper and Booking Part are jointly responsible for the conditions/tariffs above.

XVIII –The Merchant parties are jointly responsible for the payments and conditions/tariffs above, which are also applicable for the pickup units and not loaded at the designated vessel/date/location.

XIX - The city of Santos/SP shall have competent jurisdiction to settle any disputes relating to this instrument.

XX – As the Contract Owner, the Merchant in possession of this Booking Confirmation warrants that holds and received all information regarding operational and cost details trough this Booking Confirmation and freight quotation related to this Contract Number, and warrants that it is responsible to share pertinent information with all other interested parties.

XXI – In case of dangerous cargo shipment, it is responsibility of the Merchant to provide all necessary documentation to carry the cargo, as requested by local legislation.

XXII – If a container is packed/stuffed by Merchant, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this exclusion:

(a) the manner in which the Container has been packed by Merchant; or

(b) the unsuitability of the Goods for carriage in Containers; or

(c) the unsuitability or defective condition of the Container; or

(d) the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed, or negligence of the Merchant describing the cargo and requesting the container.

XXIII - The Merchant is responsible for the packing and sealing of all shipper packed Containers and, if a shipper packed Container is delivered by the Carrier with any original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

XXIV – The Merchant shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

XXV - The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Merchant and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods, and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

XXVI – The Merchant warrants to the Carrier that it is responsible to request the appropriate and suitable container unit to carry its cargo in accordance of cargo's nature and specifics, which also must be precisely described by Merchant to Carrier. Shall the Merchant do not comply with this clause, Carrier will not be responsible or liable for any cargo and/or container damage and/or any extra costs related to the transport and unsuitability of the Container, including but not limited to packing, change of container, cleaning, store, etc.

XXVII – VGM is a mandatory information for loading the container(s) on board of the vessels in order to ensure the proper stowage of the cargo as well as the security as regulation 164 of DPC in Brazil. For VGM informed after the cut-off*, we will apply the Late VGM charge BRL 250 per container.

*VGM cut-off = Cargo Cut-Off

XXVIII – Rules for BL Amendment:

We do not charge BL Amendment sent before container LOAD, however, for the amendment done as from vessel ETD until the 6th day after vessel departure a fee of BRL 350 per amendment file sent is applied. After 6th day of vessel departure a fee of BRL 700 + Letter of Indemnity must be presented.

XXIX - For export Inland bookings, Inland haulage charge are based on cargo weight provided at the time of search and prices may change based on actual weight provided in the shipping.

Description	Quantity	Additional Info
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