

Booking Confirmation

Cma-Cgm Agencia Maritima LTDA

150 PARK AVENUE  
32ND / 33RD FLOORS  
NEW YORK

Phone:

Fax:

Contact: Giselle Saga

Customer Service:

Attn:

CERNUNNOS SERVICOS DE INTERMEDIACAO  
MONERO ALEXANDRE  
R ANIBAL BORBOLA  
13  
PARQUE DOS PRINCIPES  
SAN PAULO

Booking Number: **SSZ0798361**

Bkg Pty Ref:

Booking Date: 07-MAY-20

Vessel/Voyage: CAROLINA STAR / 04K6FE1MA

Connecting Vessel / Voyage: NORTHERN PRELUDE / 0MS7KE1MA

Receipt:

Alternate Base Port:

Cut-Off Date/Time:

Alternate Base Pool:

Cut-Off Date/Time:

Feeder Vessel/Voyage: /

ETD:

Port Of Loading: SANTOS

Cut-Off Date/Time: 22-JUN-2020 07:00 AM

Loading Terminal: SANTOS BRAZIL GUARUJA

VGM Cut-Off Date/Time: 22-JUN-2020 12:00 PM

ETD: 23-JUN-2020 23:00

Transhipment: POINTE NOIRE

ETA: 02-AUG-2020 05:00 AM

Port Of Discharge: COTONOU

ETA: 12-AUG-2020 01:30

Final Place Of Delivery:

FPD ETA:

(All times are in local time)

Remarks:

Merchant Haulage By: Road Eqp Available Date: 25-MAY-20 Time:  
Quantity: 15 x 20'ST HS Commodity: Cane or beet sugar and chemica

Net Weight: 405000 KGM Gross Weight: 438450 KGM

Container Number:

Quote: FL5654-WAXSU-A-001

Service Contract:

HAZ: N

FUM: N

Reefer: N

OverSized Cargo: N

Flexitank: N

Preferred Depot: LECHMAN TERMINAIS EIRELI

Contact: CAMILA SERRAO

Address: RUA CÔNEGO DOMÊNICO RANGONI, 5525  
KM 7, PIAÇAGUERA,  
SANTOS  
11454-830 BRAZIL

Phone No: 55-13-3347-9451

PLEASE NOTE:

Booking Number: **SSZ0798361****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](http://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.
  - 10 • 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