

Cleaner Energy general terms and conditions

Merchant may in respect of “Eligible Shipments” (as defined below) request at the time of booking Cleaner Energy service subject to these general terms and conditions (the “Cleaner Energy Terms”) and the payment of a premium per TEU. If Merchant selects the Cleaner Energy service at time of booking, the Cleaner Energy Terms will form an integral part of the contract of carriage booking and the Carrier will provide the Merchant with a Cleaner Energy Declaration on the specified booking.

Request can also be made for a specified amount of TEU (minimal order of annual 100 TEUs) incurring the creation of a side contract not related to any charge at the time of the booking.

For all bookings made whether online or otherwise, actual provision of carriage is subject to final acceptance by the Carrier and availability of equipment or vessels as well as the Carrier’s Bill of Lading terms and conditions (which shall mean those terms and conditions available on your carrier’s website) (the “Bill of Lading Terms and Conditions”) which shall always apply in addition to any other applicable terms and conditions specified by the Carrier.

By accepting the Cleaner Energy Terms, you acknowledge to having read, accepted in full, and agree to be bound by the Bill of Lading Terms and Conditions in the capacity as “Merchant” as that term is defined therein. Unless where the context requires otherwise, capitalized terms in the Cleaner Energy Terms shall have the same meaning as in the Bill of Lading Terms and Conditions.

By using Cleaner Energy service, you acknowledge the methodology used by the carrier as described in the Framework available upon request by the customer.

SCOPE OF THE SERVICE AND ELIGIBLE SHIPMENTS

Merchant agrees to pay a lumpsum Cleaner Energy premium per TEU in order to be eligible for the service. The Cleaner Energy premium is determined by reference to the period of sailing and the trade concerned (POL/POD) (details available online or upon request to the usual Carrier’s representative).

Carrier will give access to the Cleaner Energy service on carrier-controlled shipment (CMA CGM Bill of Lading). This service is based on the Mass Balance Concept which is a way of considering the global fuel mix sourced and burnt by the Carrier within its network of operated vessels, keeping track of quantities of each type of fuel and allocating them to specific customers. Hence, the use of a specific energy is decorrelated from the vessel physically burning it, allowing all customers to participate in the global reduction of GHG.

To be eligible for Cleaner Energy, the following conditions must be fully met by the Merchant (“Eligible Shipments”):

- The combination Port of Loading /Port of Discharge must be within a trade serviced by Cleaner Energy.
- All containers can be eligible to the Cleaner Energy offer, including the Out Of Gauge shipment & Breakbulk (including Lost Slots).

REFUNDS

Where the Merchant has satisfied all the conditions for Cleaner Energy and the Carrier fails to provide the Cleaner Energy certificate, the Carrier will either refund any Cleaner Energy premium received or cancel the Cleaner Energy charge in the booking confirmation or invoice.

CANCELLATION AND CANCELLATION FEE

For all shipments booked with a Cleaner Energy service, the Merchant won't be able to cancel the service as soon as he has already benefited from the service features (Cleaner Energy declaration issued by the Carrier).

PAYMENT TERMS

Unless stated otherwise by the Carrier at the time when a Cleaner Energy request is made, the Cleaner Energy premium can be paid with the freight in the currency specified on the invoice or separately according to what has been agreed between the merchant and the carrier. Any fees payable by the Merchant pursuant to the Cleaner Energy terms may be invoiced separately and shall be due and payable in accordance with the payment terms mentioned in the invoice. If the Merchant fails to pay any amount when due, interest shall be payable thereon at a rate equal to three times the legal interest rate applicable in France together with a fixed-rate charge of 40 (forty) Euro per invoice.

LIMITATION OF LIABILITY

THE MERCHANT'S SOLE REMEDY FOR ANY BREACH BY THE CARRIER OF THE CLEANER ENERGY TERMS SHALL BE THE REFUND OF ANY CLEANER ENERGY PREMIUM OR THE CANCELLATION OF THE CLEANER ENERGY CHARGE IN THE BOOKING CONFIRMATION. IN NO EVENT WILL THE CARRIER, CMA CGM, CMA CGM'S AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS AND/OR DAMAGE (INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS FOR LOSS OF PROFITS EVEN IF CARRIER IS ADVISED OF THE POSSIBILITY OF SAME) ARISING OUT OF OR IN ANY WAY, CONNECTED WITH THE USE OF THE CLEANER ENERGY SERVICE AND/OR ANY PERFORMANCE OR FAILURE TO PERFORM ANY CLEANER ENERGY SERVICE IRRESPECTIVE OF WHETHER ANY CLAIM IS MADE IN CONTRACT, TORT OR OTHERWISE AS PERMITTED BY LAW, EVEN IF CMA CGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

APPLICABLE LAW

The Cleaner Energy service forms an integral part of the contract of carriage booking and the law applicable to these Cleaner Energy terms shall accordingly be the law stated to apply in the relevant carrier's bill of lading terms and conditions unless stated otherwise in the contract of carriage booking confirmation.

JURISDICTION

All claims and actions between the Carrier and the Merchant in connection with or arising out of Cleaner Energy Terms shall be brought before the court or tribunal having jurisdiction pursuant to the Carrier's Bill of Lading Terms and Conditions unless stated otherwise in the contract of carriage booking confirmation. No other court or tribunal shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the court or tribunal of the place where the defendant has its registered office.

MODIFICATION

Carrier reserves the right to modify the above terms and conditions without prior notice.