

Booking No.: **247638748**

Print Date: 2024-12-04 14:31 UTC

Booked by Party: AD SHIPPING AGENCIAMENTO DE CARGAS L	Service Mode: CY/CY
Contact Name: Sales 10	From: Pecem,Ceara,Brazil
Booked by Ref. No:	To: Leixoes,Portugal
Service Contract:	Customer Cargo: SPOT - Foodstuff, nos, non-frozen
Price Owner: AD SHIPPING AGENCIAMENTO DE CARGAS L	Business Unit: Maersk Brazil (Sao Paulo)
Named Account Customer:	Commodity Description: Foodstuff, nos, non-frozen

**Maersk Spot**

**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**

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).

**Thank you for placing your booking with Maersk A/S, as Carrier**

Prezado Cliente,

Agradecemos por solicitar uma reserva através do MAERSK SPOT.

Gostariamos de informar que seu(s) container(es) foram reservados no navio FERNAO DE MAGALHAES /448S.

Os deadlines estão sujeitos a alteração, de forma que sugerimos que seja acompanhado através do nosso site - <https://www.maersk.com/local-information/latin-america/brazil/export>, clicar em deadlines e em seguida acessar o arquivo PDF.

\*Por favor, assegure-se 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 garantir 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/>

\*Precisa alterar ou cancelar sua reserva? Submeta sua solicitação através de nosso site [www.maersk.com](http://www.maersk.com)

\*Os Termos e Condições do Maersk Spot podem ser encontrados em <https://terms.maersk.com/terms-spot-booking-portuguese>

\*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](https://assets.maerskline.com/combined-pricing-assets/maeu/dnd/free_time_offer_for_Maersk_SPOT.xlsx)

\*Para consulta dos Termos de Detention e Demurrage, por favor acesse: <https://terms.maersk.com/dnd>

Estamos à disposição para atendê-lo(s) através de nossos canais:

Custos gerados nos Portos de Transbordo/conexão dentro do Brasil cobrados dos Portos/Terminais aos Armadores devido a nomeação incorreta de recinto realizada pelo responsável pelo booking/booked by, serão a este integralmente repassados

Email: [br.export@maersk.com/](mailto:br.export@maersk.com/)

Live chat: [www.maersk.com](http://www.maersk.com) – necessário login em nosso site

The Merchant(s) warrant and represent that this shipment and/or Goods will comply at all times with European Union, United States and United Nations sanctions and export control laws (Sanctions Laws), and that this shipment and/or Goods does not involve, whether directly or indirectly, any entity or person identified, or owned or controlled by any such entity or person identified, on the U.S. Treasury Departments Office of Foreign Asset Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or any other similar list maintained by the European Union, or as promulgated by the United Nations Security Council (Designated Person). Without limiting the foregoing in any way whatsoever, the Merchant(s) warrant and represent that this shipment and/or Goods in no way violates the Carriers policy on shipments involving, but not limited to, Russia which can be found at [<https://www.maersk.com/news/articles/2022/02/24/russia-ukraine-situation-update>] and that the shipment and/or Goods do not involve any products that incorporate Russian origin steel or iron inputs, whether or not the shipment and/or Goods are processed and/or transhipped in any third country.

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

If, in the Carriers reasonable opinion, this shipment and/or Goods are in violation of the Carriers policy on Russia, Sanctions Laws or involves any Designated Person, the shipment will be returned to the origin at the Carriers sole and unfettered discretion, and the Merchant(s) shall indemnify and hold harmless the Carrier, its servants and agents, for any breach of this clause. The Merchant(s) agree that the Carrier may stop the shipment and/or Goods in transit or withhold release of the shipment and/or Goods pending any investigation into compliance with this clause by the Merchant(s).

This booking confirmation is subject to compliance with Maersk policy on shipments to Russia (available on maersk.com) and UN, EU and US sanction and export control laws, including US and EU sanctions laws applicable to Russia (Sanctions). By proceeding, shipper represents that this booking in no way is in violation of Maersk policy on shipments to Russia, that the shipment does not involve, nor shall it involve, in either context directly or indirectly, in any way any entity or person subject to Sanctions, including any entity or person subject to Sanctions relating to Russia and that this booking does not involve any items prohibited by Sanctions for import to Russia. If this shipment is in violation of Maersk policy on shipments to Russia, any entity or person involved in this booking is an entity or person subject to Sanctions or any items in this booking are prohibited for import to Russia by Sanctions, the shipment will be returned to origin without exception, and shipper is responsible for all cost and risk for such return. Shipper agrees that Carrier may withhold release of cargo pending investigation to determine if the booking is in violation of Sanctions.

All obligations of the Carrier in relation to the Carriage, including loading a container and issuing a bill of lading, are subject at all times to all parties under the definition of Merchant being acceptable to the Carrier. The Merchant shall be liable for and indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses, and additional Freight incurred as a result of the Merchant nominating a party not acceptable to the Carrier.

Whether or not a party is acceptable to the Carrier can be verified on <https://www.maersk.com/user/account/customer-search>

Terminals are subject to change without prior notice.

Merchant warrants that it will submit an accurate weight of the cargo which meets the applicable over-the-road weight limitations of the local, state and federal governments as well as the weight limitations of the service providers in the transport chain (including ports and rail). Merchant warrants it is aware that failure will result on additional charges including, but not limited to, rejection, termination, trans-load, scale, additional drayage or haulage, demurrage, detention and/or per diem. Merchant is encouraged to contact Sealand if there are any questions.

**Telephone: +55 11 3164-4752**

### Equipment

Quantity	Size/Type/Height (ft.in)	Collapsible	Sub. Equip	Gross Weight	Pack. Qty/Kind	Cargo Volume
1	40 DRY 9 6			25000.000 KGS	1 Piece(s)	

Price Calculation Date:  
2024-12-04

### Intended Transport Plan Load Itinerary

Type	Location	Release Date	From	To	Return Date	Time	Load Ref.
Empty Container Depot	APM TERMINALS PECEM OPERACOES APM TERMINALS PECEM OPERACOES CE 422 Km19 s/n Terreo Area DSM Sao Goncalo do Amarante, CE	2024-12-19	00:00				
Return Equip Delivery Terminal	PECEM PORT OF PECEM PORT OF Esplanada do Pecem, s/n - Distrito d Pecem, CE				2024-12-22	04:00	

From	To	Mode	Vessel	Voy No.	ETD	ETA
PECEM PORT OF	Santos, Santos Brasil Terminal	MVS	FERNAO DE MAGALHAES	448S	2024-12-29	2025-01-03
Santos, Santos Brasil Terminal	TANGER MED 2	MVS	SAN AUGUSTIN MAERSK	452N	2025-01-06	2025-01-18
TANGER MED 2	Algeciras - ML Terminal	MVS	SHIJING	503S	2025-01-23	2025-01-24
Algeciras - ML Terminal	Leixoes Terminal	FEF	DELPHIS RIGA	505N	2025-01-31	2025-02-01

Description	Quantity	Additional Info

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

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.**

For operations involving system "Portal Unico", follows the link of procedure that must be followed to avoid problems and issues to shippers, regarding units linked to other Voyage/DUE. considering that carrier does not have any influence nor Power in regards to It: link <https://goo.gl/GVTK3L>

#### DISCLAIMER

Dear Customer,

- For CY Shipment, the container 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 (including clearance before authorities) to pick-up the empty unit(s) and to deliver the loaded unit(s) to port for shipment, within the deadline.

The carrier does not assume any liabilities (losses/damages) caused from the failure to comply with the aforementioned.

- As per Normative Instruction No. 32/2015 of MAPA Shipper is liable to report in Shipping Instructions any/all wooden package material, without prejudice to the carrier. In event of non-compliance of such rules, consignee will be exclusively responsible for all costs related to return the cargo or measures related to cleaning the unit or repackaging the cargo.

This document is subject to following TERMS AND CONDITIONS.

This booking and carriage are subject to the Maersk and Sealand's Terms and Conditions of Carriage, which are available upon request from the carrier or its representatives and are furthermore accessible on the Maersk and/or Sealand website. The terms and conditions of the Bill of Lading (BL) (available at <https://terms.maersk.com/carriage>) and shall apply as of the issuance of this Booking Confirmation, and its 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 – Merchant warrants that the information described in this Booking, in the Shipping Instructions and/or other documents related to the operation are in conformity. In case of any discrepancy between the documents, Merchant shall immediately and formally notify the carrier, otherwise the information will be considered as correct. Merchant shall hold harmless and indemnify Maersk and/or Sealand and its agents for any and all costs, expenses, loss or damage of whatsoever nature arising therefrom.

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/charges 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 – If the cargo is being shipped to countries with international commercial or economic restrictions (e.g. Iran, Syria, Cuba, etc.), the customer cannot claim ignorance or unfamiliarity about such restrictions, opportunity in which he declares to be aware and in full compliance with the Laws, Sanctions, Regulations or Economic Embargoes imposed by the United Nations, the European Union, the United Kingdom and the United States, observing and ensuring compliance with them, such as, but not limited to, rules and regulations imposed by OFAC (Office of Foreign Assets Control) and GAFI/FATF (Grupo de Ação Financeira contra a Lavagem de Dinheiro e o Financiamento do Terrorismo / Financial Action Task Force).

If there are applicable international restrictions, whether by the product, the country of destination, the party involved in the transaction, among others, and the booking has already been made, the Carrier may, at any time, refuse to transport the cargo as soon as they are identified. If the transport has started, the Carrier may return the cargo to its country of origin. Any omission by any of the Parties to the shipment previously carried out by the customer will not constitute a waiver or novation in relation to those duties or obligations imposed by the laws, sanctions, regulations or economic embargoes now mentioned and respected by the Maersk Group, nor will it prevent them from being required to at anytime.

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: <https://www.maersk.com/tracking/>

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, INTRA 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

Kindly note SI (Shipping Instruction) will be considered as RECEIVED within Documentation dead line when it is submitted with the complete information (with no missing mandatory information) by SI dead line (as informed on <https://www.maersk.com/schedules/>). If any pending mandatory information were sent after the dead line, those are subject to Maersk approval and, if accepted, LDS (Late Documentation Fee) charge will be applied.

In order to secure cargo loading approval from the relevant customs authorities, please ensure that complete shipping instructions are submitted within the deadlines settled.

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

XII – All bookings are always subject to equipment availability, space on board the vessel (which are not guaranteed) and to the terms and conditions of Maersk and Sealand Bill of Lading, including the law and jurisdiction clause. Therefore, this document is not a container delivery order.

XIII – 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.

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

XV – 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. 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.

XVI – Demurrage and Detention deals are based on the Price Calculation Date of your shipments.

XVII – Full Demurrage and detention conditions/tariffs are available on the below links and registered in the Documents Registry Notary Office in the city of Santos, under numbers 732.745 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

<https://www.maersk.com/local-information/latin-america/brazil/export>

<https://www.maersk.com/local-information/latin-america/brazil/import>

XVIII – The Merchant is 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 through 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. If any misdeclaration penalty will be applicable.

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 evidence of their being sound and suitable for use.

XXV – 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 compliance 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 "VGM cut-off – Cargo Cut-Off (Gate-In Deadline)" we will apply the Late VGM charge per container and in case of informed VGM with Discrepancy, the VGM Discrepancy Fees at Bill of Lading level are applicable.

XXVIII – The amendment fee will be applied according to the country's regulations.

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.

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

XXXI – To check amount of all fines described in this Booking confirmation, please seek for Maersk Customer Service and Sales for support.

XXXII – If any of the parties/users involved in the contracted transport (whether the importer, exporter, contract owner, notify party or final customer) is in financial debt and in default with the Carrier, the Carrier may evoke its right to refuse to transport the cargo in accordance to applicable Brazilian Legislation, Normative and Regulations, and customer/user declares to be aware and in full agreement with such Legislation, Normative, Regulations and internal policies of this Company, observing and ensuring full compliance with them.

Shipper assumes before the shipowner the contractual and legal duty to export/ship their cargo to a Consignee who has real interest and conditions in acquiring/receiving the imported cargo, promoting its effective removal at the destination, with the fulfillment of all obligations inherent to this act. If the cargo is abandoned at its destination or if it is not removed by the Consignee for any reason, the Shipper will be jointly and severally liable, together with the Consignee, for all amounts, cost, expense, damage or loss that carrier may suffer as a result of this situation.

## Regulatory Advisory

\* Your shipment is subject to EU customs advance cargo manifest regulations, which applies to all shipments discharging or transiting through the EU.

\* In order to secure cargo loading approval from the relevant customs authorities, please ensure that complete shipping instructions are submitted within the deadlines set.