

CONTAINER RE-USE FORM

TO: A Mærsk A/S trading under the name "Maersk"

FROM: (EXPORTER)
(hereafter referred to as Merchant)

Booking No: _____
(Please attach copy of release order)

IMPORTER:

Container No: _____
B/L: _____
(Please Attach copy of Guarantee Form)

Whereas the term "container" shall in this form mean, but is not limited to, any container including reefer containers, van or box used by Maersk for the carriage of goods, merchandise and cargo of any size, weight or dimensions;

Whereas the term "Inspection/Pre-Trip Inspection" shall in this Form mean the inspection normally carried out by Maersk on empty containers before release to customers, in order to ensure that a container is fit for carriage of goods;

Whereas the merchant has a need to re-use containers received from Maersk containing cargo, for re-stuffing and exporting from time to time, without said containers being returned to Maersk for Inspection, Merchant shall have such a right provided this Form is signed on the conditions as follows:

Merchant hereby acknowledges that in those cases where a container released to Merchant for un-stuffing, is re-used by Merchant for new cargo, Maersk have been deprived of its possibility to perform Inspection/Pre-Trip Inspection on said container.

Merchant hereby agrees that for those instances, it shall automatically be assumed that the container was fit for carriage of goods when gated out for un-stuffing, and save where Merchant proves that the container was still sound and fit for use when delivered back to Maersk for export, it shall be assumed that any damage must have occurred before or during stuffing by merchant for export.

Merchant has a duty to inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use, wherefore Maersk shall have no liability whatsoever for any damage arisen directly or indirectly from such damage. Should such a claim arise, merchant hereby agrees and undertakes to indemnify and hold harmless Maersk for any and all claims arising from such damage.

Merchant has the responsibility to utilize the container/s within 14 days after approval of re-use. Date of approval email notification If not adhered to export detention will be charged to the exporter. Please see tariff below.

Container Type	Container Free Time
All Dry	14 days

Days upon expiry of free time	20DRY	40DRY/40HDRY
1-7 days	USD 13	USD 25
8-14 days	USD 25	USD 50
above 14 days	USD 38	USD 75

(Merchant Signature and Company's Stamp) Date:

(Maersk Signature and Company's Stamp) Date: