Booking Confirmation Clauses

General

- This booking confirmation is issued subject to all the terms and conditions of ZIM’s regular form of bill of lading (a copy of which can be obtained from any ZIM agent or ZIM’s website), and the terms and conditions in ZIM’s tariff on file with the Federal Maritime Commission. In addition, the following provisions are also applicable to this booking.
- The date of shipment, the carrying vessel and the schedule are not guaranteed and are always subject to changes.
- ZIM relies in its confirmation upon information furnished by the Shipper to be accurate. Should there be any changes in respect to the information which has been furnished to ZIM, those changes must be advised immediately by written notice to ZIM.
- ZIM collects some of your personal data in order to enter into a business contract with you/your customer, and in the course of its business operations. ZIM's updated Data Protection Policy is available here https://www.zim.com/help/data-protection-policy.
- Operations such as lifting, stowage, drayage and customs declaration of containers are based on the description of the nature, quantity, measurement and weight declared by the Shipper. The Shipper shall be liable for any damage, loss, expense and fines incurred by ZIM or its agents due to incorrectness or incompleteness of such declaration.
- There are cargoes that require special prior approval from ZIM for booking, including, but not exclusively limited to, hazardous/dangerous goods, high value goods, liquids in a flexitank, military cargoes, out of gauge and break bulk cargoes. The full list of such special cargoes is available by contacting the local ZIM agent. The Shipper is obliged to notify ZIM prior to the issuance of this booking confirmation that it is tendering such cargo for shipment, with written full particulars of such cargo and this confirmation is conditioned on such correct and full notice and compliance with any other required procedure of ZIM.
- Warranted shipper must fulfill the requirements of SOLAS regulations and the IMO guidelines regarding the Verified Gross Mass (VGM) of container carrying cargo (msc.1/circ.1474, 9 June 2014) - see http://worldshipping.org/industry-issues/safety/cargo-weight).
- In accordance with SOLAS regulations and IMO guidelines regarding the VGM (verified gross mass), any expenses incurred because the VGM was submitted late or was not submitted at all will be charged back to the customer with an additional administration fee.
Dangerous Goods

- The Shipper warrants, undertakes and agrees that Dangerous Goods may only be shipped with the prior approval of ZIM provided that previous written full particulars of such goods have been given to ZIM by the Shipper or on its behalf and all the relevant requirements and recommendations, including, but not limited to, of the International Maritime Organization and the law in force in the port of loading and discharge and any intermediate scheduled port of call as well as the law of the country in which the Vessel is registered, have been complied with by the Shipper.
- Vehicle(s) and equipment powered by internal combustion engines, fuel cells or batteries (equipment) are considered as Dangerous Goods as per IMDG Code. However, in case the Shipper wishes to follow SP961 and exclude such cargo from the Code provisions, he further warrants and undertakes that it shall comply with the above mentioned code instructions and accordingly: for a flammable liquid fuel vehicle(s) or equipment the fuel tank(s) is empty and installed batteries are disconnected and protected from short circuit; for a flammable gas fuel vehicle(s) or equipment the fuel tank(s) is empty of liquid or compressed gas, the positive pressure in the tank does not exceed 2 bar, the fuel shut-off or isolation valve is closed and secured, and installed batteries are disconnected and protected from short circuit; for vehicle(s) or equipment solely powered by a wet or dry electric storage battery or sodium battery the battery is disconnected and protected from a short circuit.

Valuable Goods

- The Shipper is requested to notify ZIM prior to booking, that the goods are valued over USD 350,000, in order to enable ZIM to evaluate the risk of the carriage.
- ZIM does not waive its right to limit liability under the terms of the bill of lading unless the true nature and value of goods have been declared in writing by the Shipper before receipt of the goods by ZIM, and the same is inserted in the bill of lading and full ad valorem freight has been prepaid.
- In any event, ZIM shall not be liable for any loss of or damage to special cargoes such as cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments, and including goods having particular value only for the Shipper/cargo owner (such as used household furniture), unless the true nature and value of goods have been declared in writing by the
Shipper before receipt of the goods by ZIM and special arrangement has been made with ZIM for acceptance of such goods (including additional freight that may need to be prepaid to cover additional special insurance cover for ZIM).

**Flexitank**

- In case the goods are shipped in flexitank or similar packaging systems for liquids, the Shipper must provide written advice of this information prior to booking, together with a full and correct description of the goods, specifying if the goods are bulk liquid and accompanied by the required certifications. The Shipper warrants and agrees that it shall comply with the Container Owners Association (COA) "Recommended Code of Practice for the Manufacture of flexitanks and Operation of flexitank/Container Combinations" and flexitank manufacturer recommendations for stowage, handling and care of the flexitank(s), that the flexitank design shall comply with the Flexi tank Test Criteria and only 20' dry van containers shall be used, stuffed with a maximum of one flexitank in each container.

**Refrigerated Goods**

- With respect to refrigerated shipments, the Shipper is referred to the specific terms in ZIM's standard form of bill of lading. The Shipper agrees that it is solely responsible for setting the proper temperature and ventilation openings of the containers, and for stuffing the goods into the container when same are in adequate temperature (after pre-cooling or any other required adjustment) for carriage in the temperature instructed by the Shipper, and operating the gen-set.

**Complying with Regulations and Rules**

- The Shipper warrants the verifying of, complying with, observing and fulfilling, the formalities, charges, declarations, and other requirements, of any applicable law, convention, regulations and directives of any Government or Authority, including Customs or Port Authorities, to which his shipment is or may be subject.
- ZIM shall not be obligated to execute carriage under this booking in the event that, inter alia, the Shipper does not comply with applicable Customs regulations and/or where a “Do Not Load” instruction is received from Customs or other Government Authorities. Without
derogating from the generality of this provision, the Shipper warrants to specifically comply with the applicable US / Canadian / Chinese Customs / EU regulations.

Freight, Demurrage and Charges

- The Shipper agrees to be responsible for all demurrage and per diem charges that may arise due to delay of shipment not attributable to ZIM, and that ZIM has a lien against the cargo for such charges.
- The Shipper also agrees that ZIM has a contractual and maritime lien against cargo for non payment or insufficient payment of freight and other charges, and that the lien extends to other or subsequent shipments of the Shipper, irrespective of whether they are carried under the same bill of lading.

Containers, Stuffing of the Goods and Seals

- Unless expressly acknowledged by ZIM to the contrary, containers are always the property of ZIM.
- The Shipper is responsible for returning at his risk and expense the empty container(s) in sound condition with the interior brushed and clean and odor free.
- The Shipper and any person acting on its behalf shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers including any demurrage, charges, costs, expenses, (including but not limited to legal fees), liabilities, losses and/or damage resulting there from.
- By stuffing the container and arranging its delivery to ZIM for transport, the Shipper confirms that the container is dry, clean, intact with no holes, and fit and suitable for the intended cargo carriage.
- The Shipper certifies and warrants that the seal(s) it uses to secure the container is a high security bottle seal meeting ISO PAS 17712 requirements (which can be purchased from ZIM). The Shipper shall be responsible for any consequences resulting from failure to comply with this requirement. The Shipper acknowledges in cases where more than one seal is attached to the container, only one seal number is customarily logged during transport.

Merchant Haulage
• Pre/or on-carriage of cargo through third parties, either before or after carriage by ZIM (or any carrier contracted with ZIM), shall be at the Shipper's full risk and responsibility. The acceptance of the container(s) (and any other equipment) for the pre/ or on-carriage shall be considered as the Shipper's irrevocable confirmation that the container(s) (and any other equipment) is (are) in good order and condition, fitted for the purposes of the pre/ or on-carriage. The Shipper shall be responsible for the condition and operation of the equipment and shall hold ZIM harmless from any liability to the cargo, and from any losses or costs, or any damage caused to the container(s) and ZIM’s equipment before or after carriage by ZIM.

On Deck Carriage

• Goods on flat racks or breakbulk, may be carried on deck or under deck, at the sole discretion of the carrier, without notice to the Shipper. Any special stowage request by the Shipper must be submitted by written notice before the vessel's arrival, and shall be subject to carrier's approval and discretion. In the case such goods are carried on deck, the carriage shall be at Merchant's risk and responsibility.

Unclaimed Cargo

• The Shipper warrants and undertakes to take delivery of the goods immediately upon termination/fulfillment of the carriage, and the Shipper shall be liable for any and all damage, loss, expenses (including without limitation legal fees) and charges occurring out of a delay in releasing the goods or abandoning them.
• If the goods are not taken within a reasonable time but in any event not exceeding thirty (30) days, or even seven (7) days in the case of refrigerated containers, or whenever in the Carrier's opinion the goods can not be delivered because they are insufficiently or incorrectly addressed or the goods are likely to become deteriorated, or worthless, or incur charges in excess of their value, the Carrier (or his servants or agents) may, at its discretion, without prejudice to any other rights it may have against the Shipper and without any responsibility attaching to it, break the seal and strip the container and/or sell, abandon or otherwise dispose of such goods.