

**QUICK QUOTES SPOT  
SERVICE CONTRACT HAPAG-LLOYD AG**

CONFIDENTIAL  
SC#: (Contract Number)

**PART I**

**TERMS**

**TERM 1. CONTRACT PARTIES**

**1.1 SHIPPER PARTY & STATUS**

(Contract Party)

The above named Shipper Party to this Service Contract certifies that it is a:  
(Please mark 'X' in appropriate box)

- Cargo Owner or Consignee  
 Non-Vessel Operating Common Carrier ('NVOCC')  
 Agent on behalf of a disclosed principle

**If signing as a NVOCC**, the Shipper Party further certifies that tariff(s) and surety bond(s) required by the U.S. Shipping Act of 1984 have been filed for that Party, and any affiliates named below that are NVOCCs, with Shipper details as follows:

OCEAN TRANSPORTATION INTERMEDIARY NO: \_\_\_\_\_

The Shipper party represents that the person signing this Service Contract on behalf of the Shipper Party has the authority to enter into this Service Contract on behalf of the Shipper Party.

**1.2 CARRIER PARTY**

Hapag-Lloyd AG  
Ballindamm 25  
20095 Hamburg  
Germany

WHEREFORE, the Shipper Party and Carrier Party hereto have, by their respective duly authorized representatives, caused this Service Contract, consisting of these **Terms (PART I)**, the **Rates and Charges (PART II)**, the **Bill of Lading/Sea Waybill Terms and Conditions (PART III)** and **Quick Quotes Spot Terms and Conditions (PART IV)**, to be executed below.

**Signed via Online Booking (respective documentation available on demand)**

**TERM 2. SHIPPERS AFFILIATES, FORWARDERS, BOOKING AGENTS (IF ANY)**

**TERM 3. ORIGIN COUNTRIES**

(Origin List)

**TERM 4. DESTINATION COUNTRIES**

(Destination List)

**TERM 5. COMMODITIES**

(Commodity List)

If commodity is identified as Freight All Kinds (FAK). For a list of cargoes excluded from FAK and not eligible for the terms and conditions of this Service Contract, please refer to the Governing Tariff.

**TERM 6. MINIMUM QUANTITY COMMITMENT**

**1 TEU**

Shipper agrees to tender for shipment on vessels of the Carrier during the term of this Service Contract the minimum quantity commitment of cargo specified in this Term 6 above. For determining whether the Minimum Quantity Commitment has been satisfied, the following formula shall apply:

- 20-foot container shall equal 0.50 FEU or 1.00 TEU;
- 40-foot (8'6" and 9'6") containers shall equal 1.00 FEU or 2.00 TEUs.

For the Trans-Pacific Eastbound Trade:

- 40-foot 9'6" containers shall equal 1.125 FEUs.
- 45-foot container shall equal 1.265 FEUs.

In the event of equipment substitution as provided for in this Service Contract or a Governing Tariff, counting under the Service Contract shall be as per the size of the container originally requested.

**TERM 7. SERVICE COMMITMENTS**

Carrier agrees to make available during the term of this Service Contract vessel capacity adequate to carry the Minimum Quantity Commitment.

**TERM 8. NON COMPLIANCE WITH MQC AND SERVICE COMMITMENT**

If Shipper fails to tender shipments in sufficient quantity to meet Shipper's Minimum Quantity Commitment specified in Term 6 above, Shipper shall be liable to Carrier for damages resulting from such failure in accordance with this Service Contract.

Respectively in the event Carrier fails to transport Shipper's Minimum Quantity Commitment then Carrier shall be liable to Shipper for damages resulting from such failure in accordance with this Service Contract.

Except for the remedies provided in this article or in any other Part of this Service Contract, neither party shall be liable to the other for any direct, consequential, punitive or other damages under this Service Contract for failure to tender or carry cargo under the terms hereof, nor shall any liabilities or obligations of a party to the other be subject to any offset or credit by virtue of any damages which such party may claim are due from the other party under this Service Contract.

**TERM 9. RATES & CHARGES**

[Type here]

All cargoes moving hereunder shall be subject to the rates and charges as set forth in the Rate Confirmation attached as PART II.

**TERM 10. CONTRACT RECORDS**

The Carrier's Bills of Lading, the Shipper's written statements of cargo shipped under this Service Contract, written communications issued by Carrier regarding such statements, and force majeure correspondence and notices, shall constitute the records supporting performance under this Service Contract.

**TERM 11. DURATION OF THE CONTRACT**

FROM: (Date of Booking)

TO : the date of delivery of the last container carried under this Service Contract.

**TERM 12. OTHER PROVISIONS OF THE CONTRACT**

In addition to the Terms (PART I), the Rates & Charges (PART II), this Service Contract is subject to the Quick Quotes Spot Terms and Conditions (PART III).

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**PART II**

**RATES AND CHARGES  
(Quick Quote Spot Rate Confirmation)**

[Type here]

## **PART III**

### **Quick Quotes Spot Terms and Conditions**

The Quick Quotes Spot Terms and Conditions shall apply to shipments under this Service Contract. Those terms, which are hereby incorporated by reference as if fully set forth herein, are available at <https://www.hapag-lloyd.com/en/meta/terms-conditions-transport.html>

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