

OCEANGUARANTEED™ FCL SERVICES TERMS & CONDITIONS

DELIVERY SERVICE GUARANTEE

All eligible shipments tendered to APL Logistics under OceanGuaranteed™ (FCL Services) will receive a guarantee of on-time delivery ("Delivery Service Guarantee"). If delivery is not completed on the delivery date confirmed by APL Logistics at the time of booking (hereafter "Guaranteed Delivery Date"), the Merchant who has paid the ocean freight to APL Logistics (hereafter "Merchant Payor") will (subject to terms and conditions listed below) upon timely and proper request, receive a 20% reduction on their OceanGuaranteed™ (FCL Services) rate and fuel surcharges (hereafter "Guarantee Payment"). All other applicable charges, such as origin charges, trucker accessorial, handling accessorial, and third party charges would not be included in the guarantee calculation.

1. The Delivery Service Guarantee only applies to shipments delivered to load ports identified in APL Logistics, Ltd Worldwide Tariff APLX 003 for the OceanGuaranteed™ (FCL Services) program before the designated cargo cut-off and destined for delivery locations within the continental United States for which APL Logistics, Ltd Worldwide Tariff APLX 003 provides an applicable OceanGuaranteed™ (FCL Services) rate.
2. The Delivery Service Guarantee is a date-definite guarantee, based on the Guaranteed Delivery Date confirmed by APL Logistics at the time of booking for delivery to the OceanGuaranteed™ (FCL Services) delivery location.
3. APL Logistics reserves the right to alter the Guaranteed Delivery Date no less than seven days before the scheduled date of vessel sailing. In the event that the Guaranteed Delivery Date is altered, at the shipper's option, the booking can either be canceled, or an alternative Guaranteed Delivery Date may be confirmed.
4. APL Logistics reserves the right to carry the Goods by other vessels or services than the ones quoted or scheduled. However, APL Logistics' election to use other vessels or services shall not alter the Guaranteed Delivery Date, if one has been provided in accordance with these provisions.
5. Delivery is achieved when APL Logistics or its land transport service provider tenders the Goods for delivery at the consignee delivery address on the Guaranteed Delivery Date. Delivery shall be made between 12:00 am and 11:59 pm on a calendar day. In the event the Guaranteed Delivery Date falls on a weekend or public holiday, and/or if the consignee is unable to accept delivery on the Guaranteed Delivery Date, the customer may request that the delivery be re-scheduled to the next business day, and in such event, the Delivery Service Guarantee will be extended to 11:59 pm of that next business day.
6. Approximately 48 hours prior to arrival at the discharge port, APL Logistics will contact the consignee to schedule a delivery appointment (within a two hour window) on the Guaranteed Delivery Date. If the consignee refuses the shipment after the confirmed delivery appointment, reschedules shipment delivery to a later date (except as provided in Section 5 above), or is otherwise unable to accept shipment delivery, the Delivery Service Guarantee will not apply.
7. Delivery shall only be provided on a live-unload, driver standby basis, with 3 hours of free time.
8. In order to qualify for the Delivery Service Guarantee, the shipment must be in compliance with all of the following conditions:
 - a. PierPass cleared before vessel arrival at the port of discharge
 - b. Customs cleared before vessel arrival at the port of discharge
 - c. All OCF freight and other applicable charges are paid, unless prior arrangements have been made
 - d. Documentation / Bill of Lading requirements cleared
 - e. Weight of the container is within mandatory limits for over-the-road transportation
 - f. Cargo is free of third party encumbrances
 - g. No other government holds or movement restrictions apply to the cargo
9. The shipment must be delivered to and received into a load port facility participating in OceanGuaranteed™ (FCL Services) prior to the designated cutoff time for loading onto the intended vessel.
10. The shipment must comply with all applicable laws and regulations, including US and state highway weight limits.
11. Merchant acknowledges it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to container ship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the container ship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.
12. In the case of shipments involving multiple containers moving on one bill of lading, each container shall be treated as a separate shipment for purposes of the Delivery Service Guarantee.
13. To initiate the refund process, the Merchant Payor must complete and file a Delivery Service Guarantee Refund Request form with APL Logistics within seven calendar days after the actual delivery date.
14. The Delivery Service Guarantee Refund Request form can be obtained from APL Logistics by sending an email to Guaranteed_Services@aplogistics.com or by phone at +1-844-479-9620 (US toll-free).
15. A partial payment by the Merchant Payor or on behalf of the Merchant Payor against an invoice is not considered a request for invoice adjustment or refund request.
16. The invoice for the shipment and all related charges, including but not limited to demurrage and per diem charges, if any, must be paid in full before a Guarantee Payment is made.
17. In the event a claim for Guarantee Payment is denied by APL Logistics, any appeal of a claim denial must be submitted in writing within 30 calendar days of the formal notice of denial. Such appeal should be addressed to APL Logistics, via email at: Guaranteed_Services@aplogistics.com
18. Only the Merchant Payor may request a Guarantee Payment. No agent representative or third party may file on behalf of the Merchant Payor.
19. The Delivery Service Guarantee is not available when on-time delivery is frustrated due to reasons beyond the reasonable control of APL Logistics, including but not limited to the following:
 - a. Incorrect delivery addresses or contact information,
 - b. Unavailability or refusal of a person to accept delivery on scheduled date of delivery,
 - c. An Act of God, public enemies, riot, strike, other work stoppage, labor unrest, lockouts, storms and perils of the sea, or other events of a Force Majeure nature;
 - d. A defect or inherent vice in the goods,
 - e. An act of public authorities,
 - f. An act or omission of the nominated customs broker,
 - g. Diversion at the direction of shipper, consignee or customs broker,
 - h. Mis-description or mis-declaration of the goods,
 - i. Terrorism,
 - j. Faulty or impassable highway,
 - k. Lack of capacity of a highway or bridge,
 - l. Authority of law,
 - m. Quarantines,
 - n. Civil commotion, a state or act of war,
 - o. Compliance with laws, government regulations, orders or requirements,
 - p. Act, fault or omission of Merchant, including but not limited to shipper, consignee, and/or owner of the goods.
 - q. Cargo is out of compliance with applicable laws, including highway weight requirements or the conditions of this service contract.
20. The Delivery Service Guarantee is NOT applicable to shipments requiring temperature control, or shipments marked or declared as Hazardous Materials, or that subsequently require the shipment to be handled as Hazardous Material.
21. All freight will be booked under an APL Logistics Sea Waybill or an APL Logistics Straight Consignment Bill of Lading. The original Bill of Lading must be surrendered to APL Logistics prior to vessel arrival at the discharge port. If by prior agreement with APL Logistics, a "Negotiable" Bill of Lading is issued, the original endorsed Bill of Lading must be surrendered to APL Logistics prior to vessel arrival at the discharge port. No copies, fax or scanned versions of the original Straight Consignment Bill of Lading or the original Negotiable Bill of Lading will be accepted.
22. Shipments under the OceanGuaranteed™ (FCL Services) program shall be subject to all of the terms and conditions of the APL Logistics Bill of Lading in effect at the time of shipment and APL Logistics' liability for cargo loss, damage, delay, mis-delivery and/or other breach of the contract of carriage, if any, shall be determined exclusively under the terms and conditions of the bill of lading. In no event shall APL Logistics be liable to the Merchant Payor or other person for any consequential, indirect or punitive damages or claims for loss of profits arising from a failure to deliver cargo according to the published transit times or as a result of any alleged breach of the Delivery Service Guarantee. The Delivery Service Guarantee Payment shall be the sole, adequate and exclusive remedy for breach of the Delivery Service Guarantee.