

CONDOR SERVICE - TEMPORARY PORT ROTATION CHANGE

MSC CUSTOMER ADVISORY

Geneva, Switzerland, 1 June 2021

Dear Customers,

A severe congestion issue in Hamburg Eurogate Terminal is impacting schedule reliability and causing delays to shipments. Due to this, MSC has decided to replace the call of Hamburg with Bremerhaven on its Condor service, effective immediately and for the duration of 4 weeks.

Consequently, all cargo onboard the below mentioned vessels will be discharged in Bremerhaven port in accordance with <u>clause 19 of our Bill of Lading and Sea Waybill Terms and Conditions.</u> This means that we will end the carriage of your consignment at Bremerhaven where it will be at your disposal for pick up on your own account (clause 19.1(c)) after payment of local charges.

Further in accordance with the Terms and Conditions of carriage, MSC is not in a position to accept liability in connection with any delay so caused.

Vessels diverted from Hamburg to Bremerhaven:

VESSEL NAME	VOYAGE NUMBER	END OF VOYAGE PORT	
EMMA MAERSK	116W	BREMERHAVEN	
MONACO MAERSK	117W	-	As per proforma rotation
ELEONORA MAERSK	118W	BREMERHAVEN	
ESTELLE MAERSK	119W	BREMERHAVEN	
EVELYN MAERSK	120W	BREMERHAVEN	
EBBA MAERSK	121W	BREMERHAVEN	

We apologise for any disruption and delay your cargo may experience. MSC continues to monitor and implement necessary measures to minimise disruptions.

Should you have any questions, please <u>contact your local MSC representatives</u> in our global network of more than 500 offices.

MSC Mediterranean Shipping Company

APPENDIX

MSC BILL OF LADING AND SEA WAYBILL TERMS AND CONDITIONS

CLAUSE 19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

- a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or
- b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or
- c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 19.1 (a) or to suspend the carriage under clause 19.1 (b) this shall not prejudice its right subsequently to abandon the carriage.

19.2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the provisions of clause 9, the Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.