

## War Risk Area Acknowledgement and Waiver

By accepting this quote and/or booking, the Merchant acknowledges that the shipment may transit *areas affected by hostilities, whether declared or not by any country or any area declared by Lloyds of London war risk underwriters as excluded areas*, and accepts all risks associated with such routing, including risks arising from war, hostilities, or terrorism. The Merchant agrees that such routing shall not be considered negligent or improper route selection by Shipco Transport, any carrier, NVOCC, or their agents or subcontractors.

The Merchant confirms that the cargo is insured, including war risk coverage, or acknowledges that it has elected not to procure such insurance and assumes such risk. To the fullest extent permitted by law, the Merchant waives any claims against the Service Providers for loss, damage, delay, or expense arising from such transit.

## War Risk Indemnity

The Merchant agrees to defend, indemnify, and hold harmless Shipco Transport, its agents, subcontractors, and service providers from and against any and all claims, including those brought by cargo interests, insurers (including subrogated insurers), or third parties, arising out of or related to transit through *areas affected by hostilities, whether declared or not by any country or any area declared by Lloyds of London war risk underwriters as excluded areas* or associated routing decisions.

This clause applies in addition to Shipco's House Bill of Lading terms and conditions, which remain fully applicable.

**Acknowledgment** If any container or other transport equipment utilized in connection with a shipment is lost, destroyed, or rendered unusable due to war, hostilities, terrorism, or other conflict-related events, and Shipco Transport is charged by the ocean carrier, equipment owner, or other service provider for the value of such equipment, the Merchant shall be responsible for such charges as follows: (A) For Full Container Load shipments, the Merchant shall be responsible for the full value of the container or equipment charged to Shipco Transport by the ocean carrier or equipment provider, together with any associated costs, fees, or expenses, to the extent arising out of or related to the shipment; (B) For Less than Container Load shipments, the Merchant shall be responsible for a pro rata share of the container or equipment value, based on the ratio of the cargo volume or weight (as determined by Shipco Transport) to the total contents of the container. Shipco Transport's determination of such allocation shall be final and binding. (C) Where containers or other transport equipment utilized in connection with the shipment are owned, leased, or otherwise provided by Shipco Transport, the Merchant acknowledges that such equipment is provided for the Merchant's use in connection with the transportation.

If equipment is lost, destroyed, or rendered unusable during the transportation, including as a result of war, hostilities, terrorism, or other force majeure events, the Merchant agrees that Shipco Transport shall be entitled to recover from the Merchant:

- (i) for Full Container Load shipments, the full replacement value of such equipment; and
- (ii) for Less than Container Load shipments, a pro-rata share of such replacement value, based on the cargo volume or weight (as reasonably determined by Shipco Transport).

The Merchant further agrees to indemnify and hold Shipco Transport harmless from any loss or damage to such equipment arising in connection with the shipment.