

## Legal Terms of Ukraine Clause for Direct Bookings

Please see below for full terms of the Ukraine clause, which is applicable for delivery to and carriage within the territory of Ukraine:

- A) The Merchant recognizes that the Carriage of the Goods to and within Ukraine poses significant additional risks and difficulties. The Merchant and the Carrier agree that this clause is essential to the Carrier permitting the Carriage of the Goods to and within Ukraine and that this clause applies notwithstanding anything to the contrary in this Bill of Lading.
- B) The Merchant shall indemnify the Carrier and Carrier's servants, agents, officers, directors and sub-contractors against all consequences of undertaking (or attempting to undertake) such Carriage, including loss or damage to the Containers or Goods, and hold them harmless and keep them indemnified against any claims, liabilities, losses, damages, charges, fines, penalties, costs and expenses (including legal fees and expenses) howsoever caused and of whatsoever nature arising from or in connection with Carriage of the Goods to and within Ukraine.
- C) If in connection with the Carriage (or attempted Carriage) of the Goods as aforesaid, any claims are made or proceedings are commenced against the Carrier, Carrier's servants, agents, officers, directors, or sub-contractors, or any of their assets, the Merchant undertakes to provide Carrier and/or them on demand from time to time with sufficient funds to defend the same and to provide on demand bail or other security as may be required to prevent, or procure the prompt release from, any arrest, detention or interference with the use or disposal of any assets, in connection with delivery of the Goods as aforesaid.
- D) Carrier reserves all its rights under the bill of lading, including but not limited to the right to suspend or abandon Carriage under clause 20 of Maersk's Terms for Carriage.

Best regards,

A.P. Moller - Maersk

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