



Dear Sirs,

In consideration of you releasing the attached full container(s), we hereby personally agree and undertake that:

1. We shall at our own risk and expense take delivery of the said container(s) from the Port and carry them to the final delivery as per the details indicated on the bill of lading.
2. We shall within five (5) days after completion of berthing of the vessel at our risk and expense return the said container(s) and redeliver them in a clean state and condition to: **ALPHA LOGISTICS** or any other terminal/destination designated by you and give notice in writing to you within 24 hours of such redelivery.
3. In the event the return of the containers falls AFTER the due date herein provided, the free period will be deemed and the container/s will not be accepted at the depot without a VALIDATION of the return date. We will therefore provide proof of payment for Advance Demurrage to the Line for confirmation/validation, after which the container/s will be delivered before the expiry of such validation, to the depot/ port advised at our own cost
4. If the container(s) upon return to a designated depot in Nairobi or Kampala is/are found to be damaged, then you reserve the right to re-nominate a depot in Mombasa to where we must then return the container(s). It is expressly agreed between us that the said notice must be made in writing as aforesaid.
5. We shall be and remain fully responsible for the proper care and maintenance of the said container(s) during the period commencing when taking delivery and ending when redelivery has taken place as stated in paragraph (2) above.
6. At the time of return, the container(s) shall be inspected by yourselves in the presence of our agent and an Equipment Interchange Report issued showing state of container.
7. We undertake to be bound by the said Interchange Report unless we dispute its contents in writing within Six (6) days of its being issued and we also undertake to forward our written requests for a joint survey before the expiry of the six (6) days. Failure to meet these timelines will mean we have surrendered our right to the survey.
8. Should there be any loss or damage to any of the said container(s) during the said period, we shall at our risk and expenses replace the same or have it repaired by a reputable contractor to be approved by you.
9. We shall pay detention and administration charges on the following basis:
  - a) The first five (5) calendar days after vessel berthing at Kilindini, counting from 8.00 a.m. on the day of berthing, will be free.
  - b) After expiry of the allowed free time, the container(s) are subject to the below scale of detention charges.

<u>Detention charges per container per day or part thereof:</u>		20' unit	40' unit
		US\$	US\$
First 7 days after expiry of free period	Tank / Reefer	65	130
Next 8 - 14 days after expiry of free period	Tank / Reefer	130	265
15th day onwards	Tank / Reefer	200	400

10. We confirm that should any sum owing under this agreement be outstanding for a period in excess of Fourteen (14) days after being invoiced, Maersk Line A/S or its agent will be at liberty to engage the services of a debt collector to ensure recovery, and we undertake to reimburse Maersk Line A/S or its agent any collection charges incurred by them.

We hereby also confirm that ALL KPA plug-in charges (per KPA Tariff 1995 Section I item 11.13 or any other regulation in force) pertaining to the above mentioned import reefer container(s) will be settled directly with the Port Authority/ Their Designated Agent, without involvement of the Shipping Line. Should we fail to do so, we hereby confirm to reimburse the Shipping Line for any Port plug-in charges and other costs that may be levied against the vessel's agent by the Port Authority or any other Authority covering the subject container(s)

In consideration of our aforesaid undertaking, we hereby agree to deposit with you the required amount of monies to cover any loss or damage or detention charges payable in respect of the said container(s). The Container Deposit amount shall be adjusted and accounted for when making the final accounts for the Container or if within Forty Five (45) days of Delivery of the Container same has not been returned to the nominated depot, whichever is earlier.

Please note special drop off locations; **ALPHA LOGISTICS**

**CONTAINER DEPOSIT REFUND – PROCEDURE FOR COLLECTION**

All container deposit refund applications shall be made in writing by submitting a fully completed Deposit Refund Application form (all sections of the form must be filled) to the address [KENREFUND@maersk.com](mailto:KENREFUND@maersk.com). This should be done upon successful return of the Container to the fleet. All Container Deposit refunds MUST be claimed/collected within 12 months from the Deposit Receipt date, failure of which, the amounts shall be forfeited in full without further recourse as to recovery.

Yours faithfully

Name & Designation:

Company Stamp:  
Signature: