



## NOTICE OF FORCE MAJEURE

**Date: October, 1, 2024**

**To: "Merchant" in ICL's Bill of Lading or Booking for Cargo with Wilmington, NC as Port of Loading or Discharge**

**From: Independent Container Line (the "Carrier")**

### **I. The Event of Force Majeure**

Carrier is prevented from accepting, loading and/or unloading and dispatching of Merchant's cargo at the designated port of loading or discharge shown on your Ocean Bill of Lading, Booking, Contract of Affreightment, or other Contract of Carriage (the "Port of Force Majeure") due to the Strike Declaration by the International Longshoremen's Association (ILA) at the Port of Wilmington, NC.

### **II. The Terms of the Bill of Lading**

The Bill of Lading or Booking covering Merchant's cargo shipment refers to Terms and Conditions that note; "... in the event either the named port of loading or the named port of discharge be unreachable, inaccessible or, in the sole judgment of the Carrier, be rendered impracticable for use for reasons beyond the control of the Carrier, including but not limited to, ... strikes and/or threats of strikes, lockouts, restraint of labor or other work stoppages, the Carrier may elect to load or discharge the Merchant's goods at the nearest available alternative port."

### **III. The Effect of the Force Majeure Event**

As a result of the Force Majeure Event, and in accordance with the terms of Carrier's Ocean Bill of Lading and Tariff Terms & Conditions, the Carrier will do the following;

#### **a. Accessing Cargo by Merchant**

Cargo already at the Port of Wilmington, NC cannot be accessed until Force Majeure conditions cease and the Port of Wilmington, NC is again operational.

#### **b. Loading of Merchant's Cargo**

Merchants that intended to have their cargo delivered to and loaded at the Port of Wilmington, NC and wishing to have said cargo loaded at Carrier's Alternative Port of Chester, PA shall arrange for delivery of their outbound cargo to the Alternative Port, at the sole cost and expense of Merchant if there is an applicable transport rate for the Alternative Port filed in ICL's Tariff or Service Contracts. Carrier has sole discretion in when, and what voyage such cargo will be loaded by Carrier.