



## Customer Advisory # 66

### Chinese Customs Advanced Manifest Regulation (CCAM) Amendments Procedure

Dear Valued Customer,

Effective January 1, 2009, Chinese Customs began enforcement of their new Advanced Manifest rule. This regulation required that CMA CGM submit a complete cargo manifest to Chinese Customs at least 24 hours prior to loading cargo onto vessels. With the exception of Hong Kong, all cargo shipping direct to (or transshipping via) all Chinese ports are affected.

Once the electronic manifest is submitted, and CMA CGM is authorized to load the cargo, any amendment must follow certain guidelines. It is recommended to provide accurate information on the original shipping instructions. For any corrections:

1. A Letter of Indemnity Change after CCAM filing form (example attached) will need to be completed by the shipper. This letter must indicate the details of the b/l, the Mandatory Data Elements that are being changed and details of the changes. It must then be signed by an authorized party of the shipper and printed on official company letterhead.
2. After the letter is reviewed & found to be completed and accurate, CMA will approach Chinese Customs for authorization to make the change.
3. Once Customs approval is received, CMA will proceed with the amendments as requested.
  - Due to the time difference between the US office and Chinese Customs, it is requested that customers keep in mind that a response from Customs may take a few days to receive & be processed.

In addition, customers are reminded that any changes after the original manifest is transmitted are subject to fines. The amount of fines could be 1000-50000 RMB (150-7500 USD), and could vary between different local Chinese Customs. The amounts of the fines will not be known until after the local customs office has approved the amendment.

We appreciate your ongoing support and cooperation as these procedures go into effect. Should you have any questions or concerns regarding these requirements or changes, please contact your local CMA CGM (America) LLC sales representative.

Best Regards,

Michelle Ruby  
Manager  
Export Documentation Production  
1-877-556-6308

**CMA CGM (America) LLC**

5701 Lake Wright Drive, Norfolk, Virginia 23502-1868, Tel: (757) 961-2100

**CORPORATE LETTER OF INDEMNITY**

*Date:*

To : CMA CGM S.A. 4, quai d'Arenc, 13002 MARSEILLE, FRANCE

Shipment's references:

Vessel: ..... Voyage n°: .....

Port of loading: .....

Port of discharge: .....

Bills of Lading n°: ..... Date: .....

Container(s) n°: .....  
.....

Description of goods: .....  
.....

Value of goods: US \$: .....  
(Invoice copy to be attached)

Shipper: .....  
.....

Consignee: .....  
.....

Dear Sirs,

As per above mentioned shipment's references, the goods were shipped on the vessel at destination of China but the following changes have to be made onto the relevant manifest:

- Port of loading
- Bill of lading number
- Cargo volume
- Port of Discharge
- Final Place of delivery
- Transshipment port
- Prepaid or Collect
- Cargo description
- Cargo gross weight
- Total number of packages
- Type of packages
- Container number
- Container size and type
- Full or empty indicator
- Seal number
- Number and type of packages per commodity
- Gross weight per commodity
- Brief description of cargo
- Dangerous goods code (if hazardous)
- Dangerous goods contact details
- Free form description of shipping marks
- Shipper's name and complete address
- Consignee's name and complete address

*Select which items need to be changed / Delete the items which are not to be changed.*

*Indicate Old Data and New Data.*

*If the quantity of the goods and weight need to be modified => Select ONLY these items from the above list.*

EXAMPLE :

<i>• Quantity of the goods</i>		<i>• Weight</i>	
<i>OLD DATA</i>	<i>NEW DATA</i>	<i>OLD DATA</i>	<i>NEW DATA</i>
<i>200 cartons</i>	<i>250 cartons</i>	<i>5660 kgs</i>	<i>7075 kgs</i>

We hereby request you to modify the entry which was made with Chinese Customs.

In consideration of your complying with our above request we hereby agree as follows:

1. On your first demand and without any justification, within 48 hours of demand, to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, custom's fines, loss or damage of whatsoever nature which you may sustain by reason of changing the manifest/ Bill of Lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the changes of the manifest and non-compliance with the Chinese regulations as aforesaid to provide you or them from time to time with sufficient funds to defend the same.
3. If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide on your first demand and without any justification within 48 hrs such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. The obligations of each and every person under this indemnity shall be irrevocable and unconditional under any and all circumstances and shall not be subject to any reduction, offset, and deduction for any reason whatsoever.
6. That no statement relating to the contents, quality, description or value of the above mentioned cargo shall limit in any way our responsibilities and liabilities or exempt either of us from the said liabilities and responsibilities in respect of meeting any obligations falling on both of us in this respect.
7. This indemnity shall be construed in accordance with French Laws and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Courts of Marseille.

Yours faithfully,

For and on behalf of

*Company name:*

*Official title:*

*Name:*

*Authorized signature*