



## Customer Advisory

Date: 13th April 2026

Dear Valued Customers

### **Subject: Notice of end of voyage and/or deviation and/or delay and/or transshipment under ESL bill of lading terms**

In view of the current security situation in the Arabian Gulf which in our judgment is likely to give rise to considerable risk of damage and/or delay and/or disadvantage to the Vessel/Goods and/or those on board, under the terms of our contract of carriage, for all cargo shipped on the following Vessel: **ESL NHAHA SHEVA V-026A3**, whether located ashore or at sea, we hereby give notice under Clause 8 (Liberties) of the Bill of Lading that ESL will exercise their right to stop the Vessel in **Khor Fakkan, UAE** and **Sohar, Oman** and discharge and/or tranship the cargo, with all risk and cost to be for the Merchant.

#### **(I) FOR CARGO TO JEBEL ALI, ABU DHABI, AJMAN, UMM AL QAIWAIN, SHARJAH:**

The affected cargo will be discharged at **Khor Fakkan** and following such discharge, the cargo shall be moved by truck to **the intended destinations**, as per the POD indicated on the Bill of Lading.

A mandatory surcharge of **USD 1,250 per TEU** (to be paid by the “Merchant”) will apply to all affected shipments, without exception, to cover deviation costs and/or all operational costs of the transshipment in **Khor Fakkan**.

For the transportation of the cargo from **Khor Fakkan to the intended destinations**, a mandatory additional charge of **AED 4,500 per container** will apply to cover the transportation by trucks and any ancillary costs related thereto.

Any storage or other arrangements, and any ancillary charges, costs and expenses involved in dealing with the cargo following discharge are for the sole account of the Merchant.

#### **(II) FOR ALL CARGO TO KHOR FAKKAN, SOHAR:**

For those cargoes destined for the ports of **KHOR FAKKAN and SOHAR** will be forwarded to its final destination.

A mandatory surcharge of **USD 1,250 per TEU** (to be paid by the “Merchant”) will apply to all affected shipments, without exception, to cover deviation costs, delay and/or all operational costs of the forwarding and/or relaying of the goods to their final destinations.

Any storage or other arrangements, and any ancillary charges, costs and expenses involved in dealing with the cargo following discharge are for the sole account of the Merchant.



**(III) FOR ALL OTHER ARABIAN GULF PORTS:**

Cargoes destined for the ports in the **UPPER GULF** will be discharged at **Khor Fakkan** and following such discharge, the cargo shall be moved by truck to **Jebel Ali**, and this shall constitute due fulfilment of the contract.

A mandatory surcharge of **USD 2,500 per 20” and USD 3,750 per 40’** (to be paid by “Merchant”) will apply to all affected shipments, without exception, to cover deviation costs and/or all operational costs of the transshipment in **Khor Fakkan** and transportation costs from **Khor Fakkan to Jebel Ali**.

Any storage or other arrangements, and any ancillary charges, costs and expenses involved in dealing with the cargo following discharge are for the sole account of the Merchant.

**(IV) FOR ALL CARGO TO THE RED SEA**

For those cargoes destined for the Red Sea on the above-mentioned vessel, which will be forwarded to its final destination (POD) under the bills of lading, we hereby give notice that the carriage of these cargoes will be delayed due to the above situation and will require alternate transshipment arrangements as a result of the ongoing situation, in which case this will be at the Merchant’s risk and cost. A mandatory surcharge of **USD 1,750 per TEU** (to be paid by the “Merchant”) will apply to all affected shipments, without exception, to cover deviation costs, delay and/or all operational costs of the transshipment in **Nhava Sheva, India** and forwarding to POD.

Customers are kindly requested to contact their local ESL representative to obtain details and to confirm instructions for local recovery arrangements.

Should customers wish to have their cargo forwarded to an alternative destination by ESL, please contact your local ESL representative, who can further assist you.

ESL sincerely appreciates your understanding and cooperation during this time.  
For further clarification, please contact your local ESL representative.

Thank you.