



MSC SPAIN

TERMS AND CONDITIONS

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UNLESS EXPRESSLY INDICATED OTHERWISE, MEDITERRANEAN SHIPPING COMPANY ESPAÑA SLU ("MSCSP", hereinafter) ACTS, ALWAYS ON BEHALF AND IN THE NAME OF MSC MEDITERRANEAN SHIPPING COMPANY S.A. ("MSC" or THE "CARRIER", hereinafter).

THE CONTRACT OF CARRIAGE AND ALL SERVICES ARE SUBJECT TO THE CARRIER'S TERMS AND CONDITIONS (EITHER, WHEN A BILL OF LADING IS ISSUED SUBJECT TO THE "*BILL OF LADING STANDARD TERMS AND CONDITIONS*", OR, IN ALL OTHER CASES SUBJECT TO THE "*SEAWAYBILL TERMS AND CONDITIONS*"), THE BOOKING TERMS AND THE LOCAL AGENCY TERMS AND CONDITIONS AT THE PORTS OF LOADING, TRANSSHIPMENT AND DISCHARGE.

1. DEFINITIONS

- **Booking Confirmation:** document issued by MSC that formalizes the Contract of Carriage concluded between the Merchant and MSC. Msc Booking terms are included in this document.
- **Booking Party:** the individual or company that arranges the Booking with MSC.
- **Calendar day:** runs from midnight to midnight including weekends and holidays.
- **Carrier:** means the party that signed or on whose behalf the Bill of Lading has been issued and signed.
- **Charges:** means charges and surcharges.
- **Combined Transport:** arises where the carriage of the Goods under the contract of Carriage is not limited to the sea carriage, and MSC also arranges for inland carriage, either to the Port of Loading, or from the Port of Discharge, or both.
- **Container:** includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any ancillary equipment.
- **Container heavy tested:** container with a special payload (typically, maximum cargo weight: 28 tons for a 20' and 30 tons for 40'.)
- **Export booking:** when the arrangements with the Carrier for the acceptance of the carriage of goods by sea is performed by MSCSP as Agent at Port of Loading.
- **Import Booking:** when the arrangements with the Carrier for the acceptance of the carriage of goods by sea is performed by MSCSP as Agent at Port of Discharge.
- **Cross-trade Booking:** when the arrangements with the Carrier for the acceptance of the carriage of goods by sea is performed by MSCSP as Agent, but MSCSP is neither at Port of Loading nor at Port of Discharge.
- **Freight:** includes the freight and all charges, costs and expenses assessed for carriage and storage of goods, including THC and surcharges (such as such as BAF, CAF, etc.)
- **Merchant:** includes the Booking Party, Shipper, Consignee, holder of a Bill of Lading, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or the corresponding Bill of Lading or any party acting on behalf of this Person and when the context so requires means those persons jointly and severally. Every Person defined as "Merchant" is jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them hereunder.
- **MSC or Carrier:** means MSC MEDITERRANEAN SHIPPING COMPANY S.A., 12-14 Chemin Rieu, 1208 Geneva – Switzerland. Carrier's terms and conditions are available at www.msc.com.

- **MSCSP means** MEDITERRANEAN SHIPPING COMPANY ESPAÑA SLU established in C/ Suiza, N.12. Valencia 46024, Spain, including all its branch Offices in Spain and acting as Agent for MSC MEDITERRANEAN SHIPPING COMPANY S.A. only. MSCSP acts as Agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only.
- **Place of Delivery:** means any inland place at which the Carrier in case of Combined Transport delivers the Goods provided that such a Place of Delivery has been expressly mentioned in the Bill of Lading.
- **Place of Receipt:** means any inland place at which the Carrier in case of Combined Transport receives the Goods provided that such a Place of Receipt has been expressly mentioned in the Bill of Lading.
- **Port of Loading:** means any port where the Goods are loaded on board any vessel as mentioned in the Bill of Lading.
- **Port of Discharge:** means any port where the Goods are discharged from any vessel after Carriage under the Bill of Lading.
- **Port to Port Transport:** arises if Carriage is not Combined Transport.
- **Shipping Instructions:** information supplied by the booking party providing detailed instructions for a shipment (e.g., shipper, consignee, bill-to-party, commodity, pieces, weight, cube, etc.) This information is used also for BL/SWB purpose.

2. APPLICABILITY

- 2.1 These MSCSP Agency Terms and Conditions and the Conditions stipulated in article 4 here under apply — depending on the nature of the services rendered — on all contracts concluded with the Carrier through MSCSP as Agent, and contracts concluded between the Merchant and MSCSP.
- 2.2 In case of any inconsistency between these MSCSP Terms and Conditions and the Terms and Conditions of the MSC Bill of Lading and/or Sea Waybill, the latter shall prevail. In case of any inconsistency between any local Agency Terms and Conditions and the Terms and Conditions of the MSC Bill of Lading and/or Sea Waybill, the latter shall prevail.
- 2.3 These Agency Terms and Conditions shall be deemed to be a part of all contracts between the Merchant and MSC via its local Agent MSCSP. Orders and instructions of the Merchant shall be considered as his acknowledgement and acceptance of these General Conditions.
- 2.4 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the Terms and Conditions of the MSC Bill of Lading and/or Sea Waybill.
- 2.5 Any variation to any local Agency's Terms & Conditions and/or Carrier's Terms & Conditions and in particular general conditions of the Merchant shall only apply if this has been explicitly agreed in writing by an authorized person on behalf of MSCSP and/or MSC.

3. NATURE OF THE SERVICES RENDERED BY MSCSP

- 3.1 Whether expressly stipulated in letters, quotations, booking confirmations, arrival notices, invoices etc. or not, and in relation to Contracts of Carriage evidenced by a Bill of Lading issued or to be issued – MSCSP shall always act as Agent for the Carrier only, in the performance by the Carrier of its obligations under the Bill of Lading, these Contracts of Carriage being concluded between the Merchant and the Carrier, MSCSP not being the Carrier.
- 3.2 If the Contract of Carriage evidenced by a Bill of Lading or Sea Waybill issued or to be issued is for Combined Transport, any carriage from the Place of Receipt to the Port of Loading and/or from the Port of discharge to the Place of Delivery mentioned is arranged by MSCSP strictly as Agent for the Carrier only.
- 3.3 In the performance of services rendered by MSCSP under the instruction of the Merchant and not as Agent for the Carrier in the performance by the Carrier of its obligations under the Bill of Lading as defined in articles 3.1 - 3.2, MSCSP shall, at all times, act as Forwarding Agent to the Merchant only.

4. CONDITIONS OF SERVICES RENDERED BY MSCSP

- 4.1 In performing services as Agent for the Carrier as defined in article 3.1 to 3.2 of these Agency Terms and Conditions, MSCSP shall under no circumstance be under any liability to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the part of MSCSP while acting in the course of, or in connection with the employment of MSCSP as Agent for the Carrier, and without prejudice to the generality of the foregoing provisions every exception, limitation, condition and liberty contained in the Conditions of Carriage and every right, exemption from liability, defence and immunity of whatever nature available to the Carrier or to which the Carrier is entitled under the Conditions of Carriage shall also be available and shall extend to protect MSCSP.
- 4.2 The performance of services by MSCSP as Forwarding Agent to the Merchant as defined in article 3.3 here above is subject to the Spanish Law.
- 4.3 In performing services as Forwarding Agent to the Merchant, MSCSP is at liberty to sub-contract performance of said services partially or totally to any third-party (who may sub-contract it further) at the choice of MSCSP.

5. APPLICABLE LAW AND JURISDICTION

- 5.1 Any contract concluded between the Merchant and MSCSP, while not acting as Agent for the Carrier and only as Agent of the Merchant shall be governed and construed in accordance with Spanish Law.
- 5.2 Without prejudice to the foregoing, any other contract concluded with MSCSP on behalf and as Agent for MSC shall be subject to English Law exclusively whether or not a Bill of Lading and/or Sea Waybill has actually been issued, except for Goods carried to or from the United States of America where the Law of the United States of America shall apply exclusively.
- 5.3 **Carrier's Jurisdiction**
 - 5.3.1 . The Merchant acknowledges and agrees that pursuant to clause 10.3 of the Carrier's Terms and Conditions the Contract of Carriage is subject to English Law and to the exclusive jurisdiction of the High Court in London, unless the carriage contracted for was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court and U.S. Law shall exclusively apply.

- 5.3.2 The Merchant agrees that it shall not institute suit in any other Court and agrees to keep the Carrier indemnified against the reasonable legal expenses and costs of the Carrier in removing a suit filed in another forum. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed fora.
- 5.3.3 In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, bring suit against the Merchant in the fora agreed above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

6. PRICES AND QUOTATIONS

- 6.1 MSCSP quotation is based on the information provided by the Merchant at time of booking. Complete details of the carriage and accurate description and value of the goods is recommendable for a certain quotation. The value of the goods does not turn the Bill of Lading and/or Sea Waybill into an Ad Valorem one unless this is expressly agreed in writing by the Carrier accordance to clause 7.3 of Carrier's Terms & Conditions.
- 6.2 Every MSCSP quotation will include a validity deadline. Quotations made by MSCSP are not binding until MSCSP's Booking Confirmation has been transmitted in writing to the Merchant.
- 6.3 Quoted times and dates for empty positioning and loading are always subject to equipment availability and space. Advertised transit times, sailing and arrival dates are estimated times only and such schedules may be advanced, delayed or cancelled without notice. In no event the Carrier shall be liable for consequential damages or for any delay in scheduled departures or arrivals of any vessel or other conveyances used to transport the Goods by sea or otherwise.
- 6.4 As a matter of principle all charges are given on "VATOS" (Valid at Time of Shipment) basis at Loading Port. Unforeseeable and/or additional expenses (such as statutory increase, war risk, congestion, etc.) before, during and after the sea-carriage may be charged by the Carrier to the Merchant.
- 6.5 Modifications to the contract caused or requested by the Merchant, for instance, release of cargo to alternative third parties, change of port of discharge, issuance of switch bills of lading etc., are not included in MSCSP quotations and additional charges may apply.
- 6.6 Unless stated otherwise and expressly confirmed in writing, each quotation always relates to:
- Harmless goods, being made clear that IMDG cargoes are always and strictly subject to the Carrier and Master's final approval at time of loading.
 - Cargo shipped and stowed with "deck option".
 - In gauge cargo, if quoted for open top containers, flat racks and platforms.
- 6.7 The Merchants hereby represent that the cargo value per container load, does not exceed the sum of USD 200 000.00 and they acknowledge that the quotation is based on the representation that the cargo value is less than USD 200 000. In the event that the cargo value exceeds the aforementioned sum and the Merchants fail and/or neglect to notify the Carrier in writing prior to their acceptance of the quotation, the Carrier's liability shall be limited to either USD 200 000 or the limitation as provided for in the Contract of Carriage, whichever the lesser.

- 6.8 High Value Commodity Mis-Declaration Fee - Any cargo with a commercial value exceeding USD 250,000 (two hundred and fifty thousand US Dollars) must be declared to MSC or its agent at the time of booking. Failure by the Merchant to inform MSC will result in the application of a High Value Commodity Mis-Declaration Fee of 25,000 USD (twenty five thousand US Dollars), being expressly agreed that such information to MSC shall not be considered as a declaration of value and the documentation so issued will not be deemed ad valorem unless this has been formally agreed by MSC and the corresponding surcharge paid by the Merchant.

7. INVOICING AND PAYMENT

- 7.1 Invoicing- Freight and local charges will be invoiced by MSC (via its Agent) and MSCSP separately. Any dispute about the invoicing will be directly dealt with MSCSP.

7.2 Payment

- 7.2.1 The Merchant shall pay freights, duties and remunerations in the currency mentioned on the invoices issued and within the deadline stipulated on the invoice. If the invoice does not make reference to a payment deadline, the invoice is due and payable at sight.
- 7.2.2 The Carrier or MSCSP acting on its behalf or in its own name are entitled at their discretion to terminate any provision of credit at any time through an e-mail notice.
- 7.2.3 If the Merchant wishes to appoint a third party to settle charges on his behalf, the Merchant agrees and accepts that he remains jointly and severally liable before MSC and MSCSP for all charges in the event of default, claim or non-payment by Merchant's Agent.
- 7.2.4 Payments of Ocean Freight have to be effected in Euro only. Payments made in USD will only be accepted upon prior request and with MSCSP's written approval. Any prepaid foreign currency will be charged at the sailing date's exchange rate.
- 7.2.5 Any Bank service charges/ transaction costs are for account of the payer.
- 7.2.6 The Merchant shall not be entitled to apply any setoff, counterclaim or deduction in respect of sums charged by MSCSP or MSC to the Merchant under any contract existing or having existed between parties.
- 7.2.7 In case the Merchant fails to arrange payment of any invoice within the deadline mentioned on the invoice, or in absence of such deadline, the deadline mentioned in article 7.2.1 of these Agency Terms and Conditions, MSC and/or MSCSP are entitled to charge interests on the basis of EU Regulation 2000/35 and Spanish Late Payment Act 3/2004.
- 7.2.8 The non-payment of an invoice payable at sight shall constitute a breach of the Booking Confirmation terms and may result in not having the shipment loaded on the scheduled vessel. Furthermore, if the non-payment is maintained MSC reserves the right to cancel the Booking pursuant Clause 17 of MSCSP's Terms and Conditions.
- 7.2.9 The non-payment of an invoice at maturity date shall constitute a breach of the Contract of Carriage and Credit Terms Agreement triggering the consequences provided for in such agreement, i.e., the immediate suspension of the benefit of any credit conditions, any and all outstanding amounts becoming due and payable immediately.

- 7.2.10 In the event of non- payment, MSC and/or MSCSP, shall have the right, but not the obligation, to exercise one or several of the following options:
1. To suspend the granting of credit to the Merchant (including its subsidiaries).
 2. To claim the payment of any outstanding amount according to above 7.2.9.
 3. To withhold original documents (including BL) and/or cargo until all overdue freight and charges are settled.
 4. To exercise of a lien over the cargo.
 5. Not to load the shipment (s) on the scheduled vessel or at all.
 6. To stop providing new services.
- 7.2.11 In the event of credit suspension, credit terms shall neither apply to any new contract of carriage agreed after the suspension nor to those contracts of carriage that haven't been accomplished (cargo still at port of loading and/or en route).

8. EXPORT BOOKINGS

- 8.1 **Booking Confirmation and the use of Booking Agents** - [click here](#) for a copy of MSCSP Booking Confirmation.
- 8.1.1 The Booking Confirmation formalizes the Contract of Carriage between the Merchant and MSC, as a consequence of which, every Person defined as Merchant in the item 1.13 become jointly and severally contractual partners of MSC.
- 8.1.2 The Merchant warrants that the Booking Party has authority to enter into this contract on behalf of the Shipper and/or Consignee and receive the original Bills of Lading. Every Person defined as Merchant remain bound by the terms of the contract and responsible for all liabilities arising in connection with this booking, the carriage of the Goods and the use of MSC's container or other equipment, despite any later variation or purported supersession of the contract, including the nomination of a different shipper for the purposes of the Bill of Lading and/ or Sea Waybill.
- 8.1.3 The Booking Confirmation does neither automatically guarantee equipment and/or vessel availability.
- 8.1.4 Full details of the shipment are needed for the issuance of the Booking Confirmation. The Merchant shall provide a detailed cargo description (including weight), port of loading, port of discharge and type of container(s) upon booking as booking acceptance is not unlimited and unconditional.
- 8.1.5 MSCSP will issue a Booking Confirmation with the details of the shipment. The information in the Booking Confirmation will be further used to and will serve as the basis for the issuance of the Bill of Lading and/or Sea Waybill.

- 8.1.6 MSCSP's Booking confirmation must always be carefully checked. The Merchant is under a duty obliged to check the correctness of all information mentioned on the Booking Confirmation, e.g., Port of Loading, Port of Discharge, Shipper, Consignee, notify, description of Goods; special attention is required regarding hazardous cargoes, reefer and out of gauge cargo details. MSCSP must be informed immediately in writing in case of any discrepancy, inaccuracy or missing details, failing this, MSCSP will not accept any responsibility.
- 8.1.7 In the event of major changes (such as change of Shipper, Consignee, Port of Loading, Port of Discharge, weight and Goods description) an updated Shipping Instructions is required. Handwritten amendments on the Booking Confirmation or e-mail notices are not valid. Failing this, MSCSP will not accept any responsibility.
- 8.1.8 Export free time- MSC offers the free use of the booked container/s (release number mentioned in the Booking Confirmation) for a period maximum of 15 calendar days (7 days in the case of special equipment) from the time the container/s was/were released to you ("Hire Free Period".) If after this Hire Free Period the container is not shipped on board, such an excess time will be invoiced under the concept of demurrages, jointly with the rest of the charges accrued.

8.2 Shipping instructions

- 8.2.1 Full and complete Shipping Instructions with complete and definitive details of the shipment must be submitted before the closing time set by MSCSP. For shipments to countries/areas requiring an AMS-filing or comparable procedures, special deadlines shall apply. The Merchant is responsible to enquire the specific deadline applicable to their shipment. Shipper, Consignee and Notify data (complete name, address, telephone number, e-mail and fax if available) shall be provided or delays may occur and extra costs and charges may be incurred. Discrepancies with information that appears in the Booking Confirmation or wrong information at the time of receipt of the Shipping Instructions, especially in respect of cargo weight, may lead to substantial risks and costs for the account of the Merchant and might result in short-shipments and/or extra charges.
- 8.2.2 Bill of Lading (or Sea Waybill) will be issued upon receipt of loading confirmation by the Carrier and kept at Merchant's disposition at the MSCSP local Office. Transfer and dispatch of documents (by registered mail or courier) will only be effected upon request of the Merchant's order confirmation and at his sole risk and expense.

8.3 Sea Waybill

- 8.3.1 The issuance of a Sea Waybill is subject to MSCSP's approval.

8.3.2 In consideration of Carrier issuing, at the Booking Party or the Shipper's request, Sea Waybill instead of Bill of Lading for the contract of carriage of the cargo, the Booking Party and the Shipper hereby indemnify the Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a Sea Waybill instead of a Bill of Lading. The Booking party and the Shipper further undertake to ensure that the Consignee designated on the Sea Waybill receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier Sea Waybill as freely accessible under www.msc.com and to inform the Consignee that a formal letter of acceptance of the MSC Sea Waybill Terms and Conditions will be requested from him at destination prior to delivery, being made expressly clear that oversight from MSC or its agent to obtain such a letter of acceptance prior release of the cargo shall not be deemed in any way as a waiver by MSC of its rights to rely upon, nor as a non-acceptation by the Consignee, of these Terms and Conditions.

8.4 Postage of shipping documents

Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC Spain. Transfer and dispatch of documents (by registered mail or courier) will only be effected upon receipt of the Merchant's order confirmation and at his sole risk, expense and responsibility and shall be deemed remitted to the Merchant upon sending.

8.5 The arrival of the Goods to discharge port - [click here](#) for a copy of Arrival Notice

8.5.1 MSC Agent at Port Discharge will send an arrival notice upon arrival. This notice is a mere commercial courtesy.

8.5.2 The Merchant shall take delivery of the Goods within the time provided in the Carrier's applicable tariff referred to in Clause 3 of the MSC Bill of Lading and Sea Waybill Terms and Conditions.

8.5.3 Delivery :

1. Shall the Merchant fail to take delivery of the Goods within ten (10) days of the delivery becoming due under a) above, such delay shall be considered as unreasonable in the meaning of the clause 20 of the MSC Bill of Lading and Sea Waybill Terms and Conditions and the Carrier shall not thereafter have any further responsibilities or liability in respect of these goods.
2. Notwithstanding the above, the Carrier shall be entitled, without notice, to unpack the Goods and/or to store the Goods ashore, afloat, in the open or under cover, at the sole and entire risk of the Merchant and such storage shall constitute due delivery and the costs of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
3. If, whether by act or omission, the Merchant directly or indirectly prevents, delay or hinder the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be for its full and sole account.

8.5.4 Notwithstanding the above, the Carrier shall be entitled, without notice, to unpack the Goods and/or to store the Goods ashore, afloat, in the open or under cover, at the sole and entire risk of the Merchant and such storage shall constitute due delivery and the costs of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

8.5.5 Any and all Persons defined as Merchant (see item 1.13) shall remain jointly and severally liable for the payment of the freight, in particular if the Consignee fails to take delivery of the goods for whatsoever reason.

- 8.5.6 If after 30 calendar days from the date of discharge the Goods have not been collected, MSC may exercise its right under the Bill of Lading to dispose of the Goods, always subject to the local laws and regulations authorizing it, without prejudice to MSC's right to pursue recovery of any remaining outstanding amount from the Merchant.

9. CROSS-TRADE BOOKINGS

- 9.1 Saving clauses 10 (import bookings), and 13 (Merchant's haulage), the provisions of these Agency terms and conditions shall apply mutatis mutandis to Cross-trade bookings.
- 9.2 Local charges (storages, demurrages and detentions) - For local charges at port of loading and/or port of discharge please contact with MSCSP Cross-Trade Dept.

10. IMPORT BOOKINGS

- 10.1 Import free time- Unless otherwise agreed in writing, MSC offers the free use of the booked container/s (release number mentioned in the Booking Confirmation) for a maximum period of 7 calendar days from the time of discharge at loading port.
- 10.2 The rest of the provisions of these Agency terms and conditions shall apply mutatis mutandis to the Import bookings.

11. CONTAINERS

- 11.1 On completion of the booked voyage (or if the booked voyage is cancelled by the Merchant prior loading), the empty container must be returned to MSC undamaged and completely free of residues dangerous labels in accordance with Carrier's Terms & Conditions Clause 14.9. Failure to comply with this requirement may result in action being taken against you to recover the costs of the repairs, cleaning and/or disposal of residue/contamination, and of any fine, interests and administration charges. If the container/s is/are not presented for shipment or returned to the designated place within 30 calendar days, the Merchant shall pay the container(s) depreciated residual value in addition to all accrued hire, demurrage/detention, administration and other charges up the date this option is eventually exercised.
- 11.2 The Merchant is liable for and shall indemnify MSC for all costs, loss and damages arising from any accidents or incidents involving container provided to you, including injury or death of persons or loss of or damage to property, provided that the accident or incident is not due to the fault or negligence of MSC and or MSCSP.
- 11.3 The use of dry-van containers in lieu of reefer or temperature-controlled containers is left to the sole Merchant's appreciation and decision and the Carrier shall have no liability or responsibility whatsoever for thermal or condensation loss or damage to the Goods sustained by reason of natural variations in atmospheric temperatures whether the cargo was carried on or under deck.
- 11.4 The Merchant is responsible for inspecting the empty container for ensuring it is suitable (including its payload) to carry the specific shipment booked. A light-test prior to each empty container's acceptance is the minimum inspection standard required from the Merchant and no liability shall be borne by the Carrier nor by MSCSP for the costs of exchanging a container found at a later stage with discoverable defect(s), nor for damages to the goods caused by such defect(s) in the event of use.

- 11.5 The Merchant has to check and ensure that the maximum payload complies with all country-specific legal regulations or requirements at origin, in the transit countries and at destination. It is expressly reminded that overstuffing of containers is not permitted by Law and may result in severe injuries and casualties for which the Merchant will be held fully liable. If the Merchant fails to comply with these provisions, the Carrier reserves the right to deal with such Goods including but not limited to not loading the Goods, stopping Goods in transit, discharging at the next port and/or repacking them and levying extra charges, and the Merchant is strictly liable to indemnify the Carrier for all costs, losses, delays, damages, fines, increased charges and any other consequences whatsoever arising.
- 11.6 In the event of heavy tested container, the Merchant shall check upon receipt, and not later, that the unit complies with the requested special payload.
- 11.7 **Container seal (s)**-For security reasons all containers to all destinations must be sealed by the Merchant with a High Security Bolt Seal directly after stuffing. MSCSP shall provide MSC's High Security Bolt. The use of Merchant's High Security Bolt seal (compliant with the latest ISO regulations) will be at Merchant's own risk. Unsealed containers will be resealed upon arrival at the terminal at the Merchant's costs and responsibility and may be short-shipped. Any resulting costs are for the account of the Merchant. Seal number shall be provided by the Merchant. For a detailed instruction about correct placement of seals please see our [Sealing Procedure](#).
- 11.8 **Cargo stuffing and proper lashing**
- 11.8.1 Correct packing and securing of the cargo within the container is of vital importance. MSC reserves the right to refuse loading or further on-transport in case of improper stuffing. In the event of any damage to the container(s), the Merchant shall assume full responsibility for the damage.
- 11.8.2 Goods include any packaging and any packing materials used to secure the cargo in the Container. It is the Merchant's responsibility to ensure that packaging and packing materials, especially timber, comply with all applicable requirements and their import is permitted in the country of destination. The weight of the packaging and packing shall be included in the total weight declared for each container.
- 11.8.3 As per the SOLAS Convention (Safety of Life at Sea) it is mandatory for shippers to verify weights of packed containers, regardless of who packed the container. The verification of actual container weight must be obtained on-shore, and provided to the vessel operator and the port terminal facility prior (to VGM cut off) to the vessel loading process. Neither MSC nor MSC Spain shall be responsible for any costs linked with the declaration of incorrect container weights.
- 11.9 Under deck- Loading and stowage of Goods is carried out under sole instructions of the Ship's Command. Requests for "under deck" stowage are subject to written approval and confirmation by MSCSP.

12. CUSTOMS FORMALITIES

- 12.1 Late Customs Declaration Fines- It is the Merchant's responsibility to file customs declarations and if the Carrier or MSCSP is fined as a consequence of the Merchant's late, incomplete or erroneous filing, the Merchant shall indemnify the Carrier or MSCSP for the fine and for all costs, losses and expenses whatsoever incidental thereto.

13. MERCHANT'S HAULAGE

- 13.1 In case of Merchant's Haulage, the Merchant guarantees that he and/or his subcontractors are in possession of the mandatory administrative authorizations to exercise the activity, including the corresponding Port Authority authorization when appropriate. Likewise, the vehicles used must meet the necessary conditions for the transport of the intended shipment. When the haulage is carried out in collaboration with another haulage contractor, his condition as sole Carrier with respect to MSC/MSCSP shall remain in force.
- 13.2 At the time of empty pick up from the depot, the Merchant is responsible for inspecting the empty container, either directly or via their truckers, and ensuring it is fit (including payload, absence of holes and odor) to carry the specific shipment booked. If the unit is not suitable, MSCSP's depot will provide a new one at the earliest opportunity.
- 13.3 The container (s) delivered at the Terminal as per Merchant's request will be on his account and risk since this stock has not been inspected by the Carrier yet. The container must be also inspected at the time of empty pick up from the terminal since any later refusal of container will cause additional costs for account of the Merchant and neither MSC nor MSCSP shall be held liable for the costs of changing/replacing a container.
- 13.4 The Merchant is responsible for ensuring that all previously affixed IMO (hazardous Goods) placards and labels have been removed from the container before pick-up at Terminal/depot or latest during stuffing of its non-hazardous cargo. Costs resulting from a failure to do so will be for the account of the Merchant.
- 13.5 The Merchant is responsible to check that the empty container picked up is used for the booking confirmed by MSCSP for this specific container. Neither MSC nor MSCSP shall be responsible for any costs associated with the diversion of shipments or additional on-carriage costs of wrongly swapped cargoes carried within correct containers due to a mistake during the empty pick-up.

14. SANCTIONS AND IMPORT/EXPORT CONTROL LAWS

It is the Merchant's responsibility to ensure that the Booking complies with any and all applicable trade sanctions and import/export control Laws and Regulations. Merchant shall keep the Carrier and/or its servants and agents fully harmless and indemnified (including, for the avoidance of doubt, legal expenses) against any expense, loss or liability incurred in connection with a breach of this provision.

15. HAZARDOUS GOODS/ IMDG CARGOES

- 15.1 Hazardous and IMDG cargoes are booked on provisional basis only and subject always to the acceptance of the hazardous cargo department of the Carrier. A dangerous Goods declaration (DGD) shall always be provided by the Merchant at the time of booking.
- 15.2 The signed "Container Packing Certificate" needs to be presented at the latest 24 hours prior cargo closing time at Terminal. Even if a hazardous cargo booking is accepted by MSC in the first instance, MSC reserves the right to reject the shipment since final approval is with the Vessel's Master.
- 15.3 Dangerous or hazardous Goods are accepted by MSCSP and the Carrier in reliance on the Merchant's notice of their full and true nature. The Merchant's dangerous or hazardous Goods declarations must be in the format required by all applicable regulations.

16. REEFERS AND TEMPERATURE-CONTROLLED CARGOES

- 16.1 Reefer cargo booking is only accepted together with a *Reefer Booking Form*, which must be duly filled out. The use of an equivalent Reefer Booking Form is accepted if it contains the same information.
- 16.2 The Merchant is responsible to check the pre-settings of the container temperature, ventilation and humidity prior to stuffing. MSC/MSCSP shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings. Refrigerated containers are not designed to cool or freeze cargo which has been loaded in a container at a temperature higher than the designated carrying temperature. MSC shall not be responsible for the consequences of the cargo being loaded at a higher temperature than the one required for carriage.
- For further information regarding refrigerated cargo, please visit our *reefer section*.
- 16.3 The (red-marked) maximum load line shall not be exceeded under any circumstances, as this would impair the correct circulation of the cooling air.

17. CANCELLATION

MSC reserves the right to cancel the Booking should the Container(s) not be loaded/picked-up on the dates agreed or if the Carrier has reasonable grounds to doubt that the Goods may be not compliant with all applicable regulations. In the event of booking cancellation for any reason including when in application of the preceding sentence, any and all charges (including administration fees) incurred by MSC shall remain due and payable by the Merchant.

18. ARRIVAL NOTICE AND IMPORT TERMS AND CONDITIONS

- 18.1 **Arrival notice-** [click here](#) for a copy of the “MSCSP Arrival Notice”.
- 18.1.1 In accordance with MSC’s Bill of Lading and/or Sea WayBill Terms and Conditions, MSCSP will notify the impending arrival of the cargo. The arrival notice is a mere commercial courtesy of MSC and is issued without prejudice to the fact that the Merchant is under a duty to inquire the whereabouts of his shipment.
- 18.1.2 Merchant’s Goods, shipped under the Bill of Lading or Sea Waybill referred to, are or shortly will be available for collection at the place of availability noted in same. If Goods are not collected within the agreed free period then additional charges will be applied.
- 18.1.3 If after 30 calendar days from the date of discharge the Goods have not been collected, MSC may exercise its right under the Bill of Lading to dispose of the Goods, without prejudice to MSC’s right to pursue recovery of any remaining outstanding amount from the Merchant.
- 18.2 **The Release**
- 18.2.1 Please note that cargo will not be released (or Delivery Order shall not be issued) until all Freight and/or charges have been paid and until original Bill of Lading, duly endorsed, has been surrendered.

18.2.2 The cargo will be delivered to one party only. In the event that the Consignee appoints a third party to take care of the delivery on his behalf, Consignee shall confirm in writing this authorization providing MSCSP Letter of Authority for Collection duly signed.

18.2.3 In case of Sea Waybill or Telex Release, the Goods shall not be released (or Delivery Order shall not be issued) until MSCSP's Letter Understanding/Acceptance for the use of the Sea Waybill has been executed by the Consignee confirming Consignee's acceptance of the Carrier's Terms and Conditions of carriage and the original of same has been provided to the Carrier or its Agent.

18.3 The returning of the container(s)

18.3.1 The empty container has to be returned within the agreed time period at the place designated by MSCSP in a clean, odorless, and undamaged condition and completely free of cargo residues, with all chemicals, dangerous Goods (in accordance with applicable regulations) and fumigation labels removed according to Carrier's terms and conditions. Failure to comply with this requirement may result in additional costs for account of the cargo.

19. LEGAL ADMINISTRATION FEE

MSC or MSC Croatia shall charge the Merchant a Legal Administration Fee (LAF) covering the extra coordination / organization work and subsequently follow-up necessitated by any situation of damage or risk of damage to the cargo, container, crew and/or vessel caused or generated by the Merchant's negligence, fault or misconduct. This fee will be charged in addition to the cost actually as the result of the situation itself and its remedy. Its amounts will be:

| | |
|---|-----------------------|
| For cost up to 500 USD: | 40 USD per container |
| For cost between 500 and 1000 USD: | 80 USD per container |
| For cost between 1000 USD and 2000 USD: | 140 USD per container |
| For cost over 2000 USD: | 200 USD per container |

The carrier and its agent are authorized to charge the Legal Administration Fee in any other legal currency locally.

The basis for our invoicing being number of containers involved in the incident / casualty, not the number of containers listed on the Bill(s) of Lading.

The extra handling costs to be taken into account for the determination of the LAF being the final amount charged to MSC / MSC agents, including all taxes and charges.

20. CARGO WEIGHT DECLARATION AND VGM COMPLIANCE, SUBMISSION'S DEADLINE.

All VGM must be submitted electronically or transmitted to MSC prior loading, failing which containers will not be planned on the scheduled vessel. All costs, consequences shall be on Shipper's account for any delay in submitting VGM, non-submission of VGM and/or for any noncompliance to VGM statutory guidelines.

MSC does not permit its Containers to be used in any manner whatsoever to lift, load, move or carry cargoes that:

- a. are wrongly declared, or
- b. weigh in excess of the VGM or commercial / manifest weight declared, or
- c. weigh in excess of the payload of the equipment.

Should MSC be made aware, prior or during carriage, that its Containers have been used in breach of any of the above prohibitions, the container(s) concerned may be refused for loading, kept onboard for return to origin, discharged at the next convenient port and/or corrective measures such as, but not limited to, restuffing into other containers may be taken at MSC's sole discretion and at the Merchant's sole risks and expenses.

Merchant shall be liable towards MSC and its agents for all losses, claims, fines, demands, suits and actions of any kind whatsoever including in respect of death and personal injury, legal and court expenses, whether directly or indirectly resulting from or connected to such unauthorized use of the MSC's Containers.

Any extra work generated due to a breach of any of the above prohibitions shall give rise to an ad hoc surcharge and MSC reserves its rights to exercise its lien over the infringing cargo and/or any other cargo carried on behalf of the Merchant until the costs due to MSC, including surcharge, have been fully paid.