## FREIGHT RATE CONFIRMATION

Customer:  
Named Acct:  
Attn:  
Email:  
CC:  
Fax:  
Trade:  
Commodity:  
Remarks:  
Quote Number:  
Created By:  
Created Date:  
Validity Date:  
Expires on:  
Hazardous:  No

<table>
<thead>
<tr>
<th>Origin Transport</th>
<th>Origin Transport</th>
<th>POL</th>
<th>POD</th>
<th>Destination Transport</th>
<th>Final Destination</th>
<th>Equipment Type</th>
<th>Over Size</th>
<th>Over Weight</th>
<th>Shipper Owned</th>
</tr>
</thead>
</table>
The Contract of Carriage and all services of the Carrier are subject to the Carrier’s Terms and Conditions (either, when a bill of lading is issued subject to the “BL Standard Terms & Conditions”, or, in all other cases subject to the “Sea Waybill Terms & Conditions”), the booking terms and the local Agency Terms & Conditions at the ports of Loading, transshipment and discharge.

- MSC or Carrier means MSC Mediterranean Shipping Company S.A., 12-14 Chemin Rieu, 1208 Geneva, Switzerland.
- MSCA means MEDITERRANEAN SHIPPING COMPANY (AUST) PTY LTD, 15 McCabe Street, North Fremantle, Western Australia, Australia including all its branch offices in Australia and acting as agent of MSC Mediterranean Shipping Company S.A. only.
- 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 anyone acting on behalf of this Person and when the context so requires means those persons jointly and severally.

1. A booking against this quotation will only be accepted if space and equipment are available for the nominated sailing(s). This quotation is not a guarantee of space or equipment availability, which should be confirmed at the time of booking.

2. Subject to clause (7) below, the validity period of this quotation is strictly as set out in the details section of the Freight Rate Confirmation. An extension of time may be requested but will not automatically be granted.

3. The service, vessels and dates shown are subject to change without notice. Neither MSCA nor its principal, MSC will be liable to any person for any loss that they may sustain because of any change to the information listed or because that information is incorrect or inaccurate in any respect.

4. All rates and conditions for services to and from the United States of America (USA) are subject to the requirements of the laws of the USA. Inland haulage charges and conditions relating thereto in the USA and Australia are also subject to these laws. These laws require details to be filed by the carrier with the Federal Maritime Commission (FMC) and then published in a FMC tariff. The law prohibits shipments to be at rates for services and conditions other than those filed with the FMC. We reserve the right to vary the period of validity in clause (2) above should this be necessary to comply with the laws of the USA.

5. If you wish to proceed with this offer of carriage, you will need to notify MSCA when booking cargo. This is to ensure that the rate MSC has quoted is the rate that you will be charged, as this rate must be filed with the US Government FMC (Federal Maritime Commission). If we cannot match your shipment with the exact rate quoted, higher rates are likely to be applied and under FMC rules, rates cannot be lowered when a shipment has already taken place.

6. Certain charges itemised in the MSC quotations are variable and/or beyond MSC’s control. In particular:
   a. Certain third party charges, fees, taxes, levies and other impose (including without limitation port and statutory charges) are beyond MSC’s control and are subject to change without notice. The Merchant is at all times liable for such third party imposes in respect of the goods and their carriage and storage. Not all such imposes have been listed in this quotation.
   b. The amounts specified in this quotation for Bunker Contribution (BUC) are indicative only. Adjustments will be calculated and charged as at the time of shipment.
   c. Unless specifically stated otherwise, this quotation does not include any ISPS Security Charges, which do not form part of the freight, and which may be additionally payable as levied locally by the loading and discharging port terminals.
   d. Any and all additional charges incurred as a result of or arising from quarantine, Customs or security requirements, including (but not limited to) additional moves, cleaning, and fumigation costs, will be for the account of the Merchant.
   e. Unless otherwise specified, this quotation does not include pre-carriage or on-carriage charges. If you require pre-carriage or on-carriage services from MSC, you must confirm the applicable charges at the time of booking.
   f. Charges may be subject to General Rate Increases (GRI), Overweight Surcharges (OWS) and Peak Season Surcharges. Adjustments will be calculated and charged at the time of shipment.
   g. Freight, Origin and Destination additions and surcharges are subject to change at time of shipment and are not fixed for the validity of the quote.

7. All quotations may be subject to change or instant withdrawal in the event of circumstances arising beyond the reasonable control of MSC or MSCA, or in the event of circumstances beyond MSC or MSCA’s reasonable knowledge at the time of providing this quotation which materially affect the basis on which the charges were quoted.

8. Shipments made in accordance with this quotation are subject to the carrier’s terms and conditions in respect of container release and use, as set out in MSC’s Booking Confirmation, Import Delivery Order, Arrival Notice and Bill of Lading and/or Sea Waybill, as applicable. Collection by you of an MSC container will constitute acceptance of the conditions for its use as outlined in these documents.

9. Containers are the property of MSC, and for your convenience, as an additional service beyond the physical carriage of the goods, and strictly on the terms set out in this document, the Booking Confirmation or Import Delivery Order, and the Bill of Lading or Sea Waybill, as applicable, you may make use of MSC’s container, free of charge, for the maximum period specified by MSC in its Tariff. This is defined as the “Hire Free Period”.

10. Ultimately containers must be returned to MSC’s nominated place of receipt in a clean and undamaged condition. After the elapse of the Hire Free Period, hire charges will apply at the daily rates as specified in the Booking Confirmation or Import Delivery Order, and will continue to accrue until the container is returned.

11. If containers are not returned within the specified time, MSC may elect to proceed with legal action to recover the containers, or the replacement value as recorded in the books of MSC, in addition to all accrued container hire and administration charges. Failure to pay invoiced hire charges and replacement costs may result in legal proceedings. This responsibility, including in respect of legal and court fees and collection expenses, at all times remains jointly and severally with the parties comprising the Merchant under the Bill of Lading and/or Sea Waybill, and with the person by whom or on whose behalf the container is collected, notwithstanding delegation of container collection or transportation to a third party contractor.

12. The formation of the contract by your acceptance of this quotation is subject to compliance with sanctions laws applicable to MSC, including but not limited to Swiss, EU and US secondary sanctions.

13. Cargo will be carried in accordance with MSC’s BL Standard Terms and Conditions and/or Sea Waybill Terms and Conditions, as applicable.