



# **MSC ALGERIA TERMS AND CONDITIONS**

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

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 "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

- **MSC or Carrier:** means MSC MEDITERRANEAN SHIPPING COMPANY S.A., 12-14 Chemin Rieu, 1208 Geneva – Switzerland.
- **Mediterranean Shipping Company Algeria S.A.R.L** means MEDITERRANEAN SHIPPING COMPANY ALGERIA S.A.R.L, Cité des 400 Logements N°03, Les Sources, Bir Mourad Rais, Algiers, Algeria including all its branch offices in Algeria 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.

## 2. APPLICABILITY

- 2.1 In case of any inconsistency between these AGENCY TERMS AND CONDITIONS and the Terms and conditions of the MSC Bill of Lading and/or Sea Waybill, the latter shall prevail.
- 2.2 These AGENCY TERMS AND CONDITIONS shall be deemed to form part of all contracts between the Merchant and MSC via its local agent MSC ALGERIA. Orders and instructions of the Merchant shall be considered as his acknowledgement and acceptance of these AGENCY TERMS AND CONDITIONS.
- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these AGENCY TERMS AND CONDITIONS and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill. Deviations from these AGENCY TERMS AND CONDITIONS and in particular general conditions of the Merchant shall not apply unless this has been explicitly agreed in writing.

## 3. QUOTATIONS

- 3.1 MSC Algeria acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Algeria are on behalf of the Carrier.
- 3.2 Quotations made by MSC Algeria are not binding until MSC ALGERIA's final booking confirmation has been transmitted in writing to the Merchant. Any quotation will become null and void unless the Merchant has accepted it in writing within the validity period given by MSC Algeria.

- 3.3 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 shall the carrier 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.
- 3.4 All charges are "VATOS" (Valid at Time of Shipment). Unforeseeable and additional expenses (such as statutory increase, war risk, congestion, etc.) before, during and after the sea-carriage may at any time be charged by the Carrier to the Merchant.
- 3.5 The rate(s) given or provided is/are subject to empty equipment & space availability. Repositioning fees arising from empty transfer from one port to another to meet shipper's equipment needs are for shipper's account.
- 3.6 The given rate(s) is/are net, not including FAC, subject to GRI and/or emergency surcharge valid at time of loading.
- 3.7 If no support is received within 15 days of quotation date, the rates offered have to be considered as NULL and VOID.
- 3.8 No freight prepaid / collect in Algeria.

## **4. EXPORT BOOKINGS**

- 4.1 The MSC Algeria Booking Confirmation formalizes the transport contract concluded between the Merchant and MSC, as a consequence of which both Booking Party and Shipper become jointly and severally contractual partners of MSC MEDITERRANEAN SHIPPING COMPANY S.A.
- 4.2 The Booking Party and Shipper are responsible for and have to recheck all information provided concerning description of goods, hazardous cargoes, reefer and out of gauge details as well as for the correctness of weights indicated. They must inform MSC or MSC Algeria immediately in writing in case of any discrepancies or missing details. Any discrepancies or wrong information at the time of receipt of the goods, especially in respect of the cargo's weight, may lead to substantial risk and costs for account of the Merchant and might result in short-shipments. In particular, discrepancies may lead to Status Change costs as per quay / terminal tariff.
- 4.3 The Booking Party and Shipper have 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. They are expressly reminded that overstuffing of containers is not permitted by law and the Carrier and may result in severe injuries and casualties for which the Merchant will be held fully liable.
- 4.4 For security reasons all containers for all destinations must be sealed by the Booking Party and Shipper or their representatives with High Security Bolt Seal or equivalent directly after stuffing. Unsealed and incorrectly sealed 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 account of the Merchant.

- 4.5 Loading and stowage of goods is carried out under sole instructions of the Ship's Command. All goods are stowed "option deck" at Merchant's risk. Requests for "under deck" stowage are subject to written approval and confirmation by MSC or MSC Algeria.
- 4.6 B/L or Shipping Instructions must be submitted latest at closing time. For shipments to countries/areas requiring an AMS-filing or comparable procedures, special deadlines shall apply. The Booking Party and Shipper are responsible to enquire the specific deadline applicable to their shipment.
- 4.7 The Merchant declares that all used wooden packing materials comply with ISPM 15 regulations.
- 4.8 In case of Sea Waybills, Shipper and Consignee named on Sea Waybill automatically agree to be party to the Contract of Carriage and accept the Terms and Conditions mentioned on page 1 and 2 of the MSC MEDITERRANEAN SHIPPING COMPANY SA Sea Waybill and under [www.msc.com](http://www.msc.com). The Shipper is further responsible to inform the designated 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.
- 4.9 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC Algeria local office.
- 4.10 In case of Merchant's Haulage, the Booking Party and Shipper are responsible for inspecting the empty container for its suitability to carry the specific shipment booked at the time of empty pick up from the depot/terminal either directly or via their truckers. Any later refusal of container will cause additional costs for account of the Merchant and neither MSC nor MSC Algeria shall be held liable for the costs of changing/replacing a container accepted during empty positioning unless the vice affecting the container was not detectable during a summary check; in which case the costs of the container changing shall be equally shared.
- 4.11 Booking Party and Shipper are responsible for ensuring that all prior IMO (hazardous goods) placards and labels have been removed from the container before pick-up or latest during stuffing of its non-hazardous cargo. Costs resulting from neglect will be for the account of the Merchant.
- 4.12 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.

## **5. BOOKING SPECIAL CONDITIONS**

- 5.1 MSC Algeria accepts bookings on FCL/FCL basis, meaning that MSC Algeria will receive a sealed full container from one shipper and will deliver it at destination to one consignee under the risk and account of the shipper / consignee.
- 5.2 Containers made available on dock, waiting to load, will stay in port for the expense and risk of the shipper.

- 5.3 MSCA will not proceed with the loading of containers until the shipper will dock the totality for which it has committed in the booking.
- 5.4 The shipper is committed to deliver the documents (shipping instructions and docking sheet) to the agency at the latest 24 hours before the start of loading operations.
- 5.5 In case of non-payment of shipment expenses at destination by the consignee (freight, demurrage, storage, THC, etc.), the shipper agrees to pay the freight and all expenses incurred.
- 5.6 The delivery of a set of original bills of lading will not be take place until the shipper pays the freight, free in and all related charges.

## **6. RELEASING EMPTY CONTAINER FOR EXPORT**

- 6.1 The presence of the customer or forwarder is mandatory during removal of the container in our empty depot.
- 6.2 The removal will take place at the depot mentioned on the Empty Release document.

## **7. 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' 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.

## **8. HAZARDOUS GOODS**

- 8.1 Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD)
- 8.2 The signed "Container Packing Certificate" needs to be presented at the latest 24 hours prior cargo closing at Terminal.
- 8.3 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.
- 8.4 Import of hazardous cargo is subject to a prior submission of a Letter of Engagement to MSC Agency office. It is only upon receipt of an original copy of this document duly signed by all involved parties (port authority, client, MSCA and the dry port if any) that an approval to load is given to the port of loading.

## **9. WASTE AND SCRAP CARGOES**

The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the different local Algerian requirements, Basel convention and any other applicable regulation.

## **10. REEFER AND TEMPERATURE-CONTROLLED CARGOES**

Booking Party, Shipper and its representatives are responsible to check the pre-settings of the container temperature prior to stuffing, and MSC or MSC Algeria shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings.

## **11. IMPORT B/L CLAUSES**

FCL/FCL - FREE OUT

"All expenses resulting from container discharge from ship's hold/deck up to the returning of empty container to empty depot are for Merchant's account. Such costs and expenses may include but are not limited to: container shifting, restow on vessel, discharging, transferring, plugging and monitoring for reefer containers, storage and demurrage, empty container transportation and unloading when returned to empty depot, torn tarpaulin, repair of damaged containers, etc."

The receiver is fully responsible to return the empty containers clean, in good state, without any label and free of any fees to the empty depot designated by the local agent of the Line.

## **12. IMPORT FREE TIME AND DEMURRAGE**



The countdown for free time and demurrage runs from vessel operations starting date as per local regulation.

From 16th day until 22nd day: USD 18/ 20'GP - USD 36 / 40'GP - USD 20/ 20' special Equipment (Open top, Flat rack, Platform, Tank) - USD 40/ 40' Special Equipment (Open top, Flat rack, Platform, Tank)

From 23<sup>rd</sup> day to 70th day USD 36/ 20'GP - USD 72/ 40'GP - USD 40/ 20' Special Equipment (Open top, Flat rack, Platform, Tank) - USD 80/ 40' Special Equipment (Open top, Flat rack, Platform, Tank)

From 71<sup>st</sup> day onwards: USD 56/ 20'GP - USD 114/ 40'GP - USD 60/ 20' Special Equipment (Open top, Flat rack, Platform, Tank) - USD 120/ 40' Special Equipment (Open top, Flat rack, Platform, Tank)

Reefers containers:

From 4th day until 15th day:

USD 55/ 20'RF - USD 110 / 40'RF

From 16th day onwards:

USD 110/ 20'RF - USD 220 / 40'RF.

## 13. ARRIVAL NOTICE

MSC Algeria informs its customers about the arrival of the goods by means of Arrival Notices sent at the time of vessel berthing. However, the Merchant should note that MSC Algeria is not bound by the obligation to inform its customers of the arrival of their goods. Refer to MSC Terms and Conditions available at the reverse side of the Bill of Lading (point 20.1 Notification and Delivery).

## 14. CARGO DELIVERY

- 14.1 No release of cargo/ container(s) will be authorized until the MSC Original Bill of Lading has been duly accomplished / fully executed by presentation and endorsement.
- 14.2 No release of cargo/ container(s) will be authorized until the MSC Original Bill of Lading has been duly accomplished / fully executed by presentation and endorsement. In case the consignee is "to order" or "to order of", a readable and complete endorsement is necessary to proceed with the release.
- 14.3 MSC Algeria does not deliver cargo to consignee upon production of 3rd party B/L, Bills of lading of Freight Forwarders, Intermediaries, Agents of the Client, etc.
- 14.4 Before proceeding with the cargo release, you are kindly requested to provide MSC Algeria Release desk with the full details of your customer in case it is not recorded in our system including Tax Identification Number (NIF).
- 14.5 The settlement of our invoices can be either by Check, bank transfer or cash payment.
- 14.6 In case of Sea Waybill / Telex Release, no release of cargo/container(s) will be authorized until a Letter of Indemnity / Undertaking has been signed and stamped by the Consignee through which it acknowledges its acceptance of the MSC Bills of lading Terms and Conditions.

## **15. LETTER OF AUTHORITY**

- 15.1 In case you nominated an Agent to act on your behalf, an original Letter of Authority MSC Format has to be deposited in the MSC Office prior to release the cargo.
- 15.2 Parties acting as agents or sub-contractors of the consignee must be able to provide proof of their authority to take delivery on behalf of the consignee.
- 15.3 An original signed Letter of Authority (a letter on company letterhead, bearing company seal and stamp), from the named consignee or endorsee, must be provided showing that the agent is authorized to take delivery on the receiver's behalf.
- 15.4 For regular consignments, MSC will accept a validity of the Letter of Authority of up to 12 months. An approved wording for the Letter of Authority may be provided to clients by MSC on request. The consignee however will remain ultimately responsible during this period for his agents and sub-contractors.

## **16. ADVANCE ON DEMURRAGE**

When releasing a pending shipment, the payment of a part of demurrage is required due to the fact that the container deposit will not suffice to cover demurrage if container return date occurs in the 90th day or more.

Customers are requested to return the empty containers and pay the incurred demurrage at least one week before 90 days' period running from date of operations start of the vessel.

## **17. CONTAINER DEPOSIT**

A container deposit is requested at the time of cargo release. The amount to be paid is determined by the number and type of containers.

Standard/High Cube Containers: Deposit Amount: 150 000.00 DA per 20' / 300 000.00 DA per 40'

Special Containers (Open Top, Flat, Tank, Platform): Deposit Amount: 175 000.00 DZD per 20' / 350 000.00 DZD per 40'

Reefer Containers: Deposit Amount: 200 000.00 DZD per 20' / 400 000.00 DZD per 40'

Container demurrage fees must be paid no later than 07 calendar days after the empty return.

## **18. CONTAINER INSPECTION REPORT (INTERCHANGE)**

- 18.1 When you release your shipment, kindly request the interchange at the Release Desk. This document can also be requested at the Terminal before the picking up of the container (s) near MSC Algeria surveyor.
- 18.2 Any damage noticed before the picking up of the container(s) must be reported and jointly inspected with MSCA Marine surveyor whose contact details appear on the Interchange sheet.
- 18.3 Any damage to the container (s) happened after container (s) picking up and any resulting repair costs will be charged to the Customer.

## **19. EMPTY CONTAINER RETURN**

The empty container has to be returned to the container depot designated by MSC in a clean, undamaged condition and completely free of cargo residues, with all chemicals, dangerous goods (in accordance with applicable regulations), and fumigation labels removed. Failure to comply with this requirement may result in additional costs for account of the cargo.

When all empties are returned, you are kindly requested to bring us the Container Deposit Receipt to regularize your situation.

## **20. APPLICABLE CUSTOMS LAW FOR UAC SHIPMENTS**

### **Article 210 (Customs Regulations)**

Goods that are not picked up within the time limit laid down in Article 209 above, shall be Auctioned by the customs.

Goods that are perishable or in poor condition as well as those whose stay in custody may hazards to the health or safety of the vicinity, or may alter the quality of other Goods in custody, may be sold by agreement by the customs authorities immediately provided the authorization of the judge ruling on civil cases.

Goods, which value is fixed as per regulations and which are not picked up at the expiry of the Time limit referred to above, shall be considered as abandoned for the benefit of the Treasury and are sold by the customs authorities.

Detailed rules for the application of this Article shall be Laid down by regulation.

### **Article 212 BIS**

Without prejudice to the Statutory provisions and regulatory measures in force, goods, whether they are deposited in customs or placed under a customs procedure:

Either recognized as being unfit for human or Animal consumption; harm to public health, good health and

Public order or public security; Counterfeit;

or

When, by legal constraints, they cannot be alienated.

Such goods shall be destroyed in accordance with regulations in force, upon request, either of their owners, or the customs prior an authorization, of the President of the The territorial competent court, or the competent authority, if the goods are under Judicial investigation, subject to Sampling in accordance with the procedures laid down by legislation and regulations.

The date and place of destruction and the judicial order authorizing destruction, shall be notified to the to the owner of the goods, in accordance with the present law provisions along with a declaration that it will be proceeded with the goods destruction even in his absence Destruction shall be carried out under the control of an Interministerial commission.

The cost of destruction shall be borne by the owner of the goods. In case of sale of residues or waste and debris resulting from the destruction, the destruction costs shall be deducted from their product of sale.

In case of non-identification of the owner and insufficient product of sale, the costs of destruction is borne by the Treasury.

Detailed rules for the application of the provisions of this article and the composition and functioning of the Committee, shall be fixed by regulation ".

## **21. LEGAL ADMINISTRATIVE FEE**

MSC shall charge the Merchant a Legal Administration Fee (LAF) covering the extra coordination / organization work and subsequent 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 costs actually as the result of the situation itself and its remedy. Its amounts will be of:

FOR COSTS UP TO 500 USD: 40 USD PER CONTAINER

FOR COSTS BETWEEN 500 AND 1000 USD: 80 USD PER CONTAINER

FOR COSTS BETWEEN 1000 AND 2000 USD: 140 USD PER CONTAINER

FOR COSTS 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.

## **22. 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:

- d. are wrongly declared, or
- e. weigh in excess of the VGM or commercial / manifest weight declared, or
- f. 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.