



# **MSC BELGIUM**

# **TERMS AND CONDITIONS**

Mediterranean Shipping Company Belgium N.V.

Sensitivity: Internal

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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
- **MSC Belgium:** means MSC Belgium NV, Noorderlaan 127A, 2030 Antwerp, Belgium 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 Belgium. 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- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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

### DISCLAIMER

- 3.1 All quotations are made on behalf of our principals MSC S.A.
- 3.2 Quotation is only valid upon booking/freight payment through MSC Belgium unless otherwise specified.
- 3.3 The mentioned rates are valid for shipments till 30 days after date of quotation, unless otherwise specified. If no booking is received within period of validity, the rate offered is to be considered null and void.

- 3.4** Freight rate is based on information given at time of request for rate.
- 3.5** If the cargo is manifested incorrectly, based on incorrect information/data provided to MSC, MSC cannot be held liable for any delay/costs that might occur. In the event MSC is required to correct cargo declaration information due to an error or omission on the part of shipper/ shipper's agent/freight forwarder/booking party, a Security Manifest Amendment Fee shall be charged by MSC.
- 3.6** FAK-freight rates, freight rate sheets or freight rate quotations are provided and applicable to general cargo only and do not apply to dangerous cargo, any military cargo, un-containerized cargo or refrigerated cargo. These kinds of cargoes need to be quoted and approved separately.
- 3.7** All rates are subject to origin and destination THC + other local additional if any.
- 3.8** All rates are subject to any surcharges and/or freight additional valid at time of shipment, applicable without pre-notice and related to the trade, such as but not limited to: emergency surcharges, security surcharges, congestion surcharges, bunker surcharges, currency adjustment factor, peak season surcharges, piracy risk surcharges, war risk premium surcharges, general rate increase, overweight surcharges, etc.
- 3.9** Inland rate quotations are subject to third party increases valid at time of shipment/arrival, subject to any fuel surcharges valid at time of shipment/arrival, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country/countries of transit, subject to availability of inland carrier at time of booking/arrival.
- 3.10** IMO-cargo transportation is always subject to MSC IMO-desk approval.
- 3.11** Quotations related to flat racks/open top containers/special equipment are always subject to availability of equipment. Flat racks/open top containers/special equipment will be shipped on deck at shippers' risk. Ends must be in upright position (when piece length is very close to the flat rack length).
- 3.12** Stuffing/lashing/securing/blocking and bracing of cargo are for shippers' account and at shippers' risk, unless otherwise agreed.
- 3.13** Metal cargo can only be accepted if cargo is palletised and packed. MSC cannot accept loose metal scrap. Any scrap or waste products must fully comply with EC Regulation number 1013/2006 dated 12th of July 2006.
- 3.14** Shipments can be refused by MSC due to/based on weight restrictions. Supplementary charges due to weight regulations are always for account of the Merchant.
- 3.15** The Merchant explicitly accepts to indemnify for damage to the equipment provided by MSC and which will be evidenced by a repair estimate issued after redelivery of the empty equipment. The repair estimate will constitute sufficient evidence of the damage amount.
- 3.16** All departure and arrival dates are given without any warranty. All transit times and sailings are weather permitting and unforeseen circumstances excluded. Routings are always subject to Carrier's choice.
- 3.17** Payments should be effected according to the general payment terms and conditions and this in the standard currency of the invoice, being EURO. Payments in a foreign currency are only allowed if the respective quotation has been expressed in the foreign currency and are revoking with immediate effect any credit facility ruling the shipment involved. Regardless the means used with

respect to payments in a foreign currency, any funds involved must be available on our bank accounts for export shipments within 48h after sailing date stated in the bill of lading concerned, for import shipments within 48h after releasing the respective delivery order or substitute release document and for cross trade shipments within 48h after invoice date. Payments in a foreign currency are not allowed for local charges applicable and invoiced separately from sea freight related charges.

- 3.18** For FCL shipments the shipper is responsible for the sealing of the container with a high security seal at the right door upon completion of stuffing operations.
- 3.19** From November 1st until February 28th shipments of bottled water, wine, spirits and other commodities sensitive to humidity and stuffed in dry van containers are subject to following condition: shipper/merchant selects and arranges packing of the dry van containers; shipper/merchant expressly agrees that the Carrier has no liability for thermal damage or loss of the cargo due to variations in natural atmospheric temperatures, whether cargo carried on or under deck.
- 3.20** All terms and conditions of the MSC bill of lading are applicable to subject quotation form, unless specified otherwise.
- 3.21** All quotations are made by MSC subject to space availability on board of their vessels. MSC cannot /does not make any commitment for a defined guaranteed availability of space on their vessels for bookings made pursuant to and based on quotations sent by MSC. Shipments to be made upon availability of space to be decided at the sole discretion of MSC

## **4. CARRIER'S RESPONSIBILITY IN BELGIAN JURISDICTION**

- 4.1** The Merchant acknowledges and agrees that pursuant to cl. 10.3 of the Carrier's Terms and Conditions the transport contract is subject to English law and the exclusive jurisdiction of the High Court in London, save as otherwise stipulated in cl. 10.3. Should nevertheless ever Belgian law be applied by any court or tribunal assuming jurisdiction in respect of the Carrier's responsibility, then, in such event, the following shall apply in addition to the Carrier's Terms and Conditions:
- 4.2** The Carrier shall not be responsible for any fault of his servants or the ship's crew if damage has occurred as a result of fire or explosion on board, or as a result of any act, neglect or default in the navigation or in the management of the ship other than predominantly carried out in the interest of the cargo.
- 4.3** The same shall apply in relation to any act, neglect or default of a pilot or any other independent person involved in the navigation or management of the ship.

## **5. BOOKING CONFIRMATIONS**

**Following conditions apply to booking confirmations sent out by MSC Belgium:**

### **5.1 Parties and Contract Terms**

This Booking Confirmation forms a contract between the Carrier and the Merchant as defined in the Contract of Carriage.

### **5.2 Description of Goods (see clauses 14 and 15 of the Contract of Carriage)**

Should the description of the Goods provided at the time of booking or as amended be inaccurate, the Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever.

### **5.3 Goods, Packing and Container Weights:**

- (a) Dangerous or hazardous Goods have been accepted by the Carrier in reliance of 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.
- (b) 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 packaging and packing must be included in the total weight declared for each Container.
- (c) Incorrectly declared weights of Goods directly affect the safety of the Vessel and all persons involved in the transportation of the Goods and the Merchant must take care to properly evaluate the weight of the Goods.
- (d) Overloaded Containers are not permitted to be carried by law and the Merchant must not exceed the maximum weight limit indicated on each Container. If the Merchant fails to comply with these provisions the Carrier reserves the right to deal with such Goods as it sees fit 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.

### **5.4 Freight and Charges**

Freight and charges are based on the instructions provided at the date of this Booking Confirmation and may change if the shipper's instructions change. Unless otherwise agreed in advance, the applicable tariff for freight and charges for the Goods is the tariff in effect as at the date the Carrier takes possession of the Goods. The Carrier reserves the right to amend the freight and charges if the Carrier's tariff changes after the date hereof up until the Carrier takes possession of the Goods.

### **5.5 Use of Booking Agents**

Where the Merchant uses a booking agent, the Merchant warrants that the booking agent has the authority to enter into this contract, receive original bills of lading and provide confirming instructions to the Carrier, until the Merchant advises the Carrier otherwise in writing.

### **5.6 Damage to Cargo Due to Atmospheric Conditions**

Save where Goods are carried in an operating refrigerated Container, the Carrier has no liability whatsoever for loss or damage to the Goods caused by variations in atmospheric conditions (e.g., temperature, humidity).

**5.7 Container Seal(s)**

Notwithstanding the provision of Container seal(s) by the Carrier, it is the Merchant's responsibility to ensure the type of Seal affixed to the Container(s) is in compliance with all applicable regulations.

**5.8 Fumigation / Phytosanitary**

It is the Merchant's responsibility to provide fumigation and/or phytosanitary certificates in good time for presentation to authorities as required and the Merchant is responsible for all consequences of failing to do so.

**5.9 Extra Charges**

The Merchant is advised that extra charges may be levied by local authorities in addition to the freight and charges listed on Page 1 or described in the Carrier's tariff and payable before the Goods can be delivered. The Carrier may be required to collect the extra charges on behalf of the local authorities

**5.10 Sanctions and Import/Export Control Laws**

It is the Merchant's responsibility to ensure that this Booking Confirmation complies with all applicable trade sanctions and import/export control laws ("Sanctions"). The Merchant is strictly liable to indemnify the Carrier for all costs, losses, damages and consequences whatsoever arising out of any failure by the Merchant to comply with Sanctions. Carrier reserves the right to ensure compliance with Sanctions applicable to the Carrier.

**5.11 Sending of Bills of Lading and Sea Waybills**

Bills of Lading or Sea Waybills will be available for the Merchant to collect from the MSC Agency office, but should the Merchant request them to be sent, this shall be at the Merchant's own risk and expense. Carrier and MSC Agency accept no liability whatsoever.

**5.12 Mode of Transport, Vessel, and Voyage Number**

The information provided in these fields is anticipated at the time of the booking. Carrier reserves the right to change any of them.

**5.13 Late Customs Declaration Fines**

When it is the Merchant's responsibility to file customs declarations and the Carrier is fined in consequence of the Merchant's late, incomplete or erroneous filing the Merchant shall indemnify the Carrier for the fine and for all costs, losses and expenses whatsoever incidental thereto.

**5.14 Contract of Carriage**

The information furnished on this Booking Confirmation will be used to issue the Contract of Carriage.

**5.15 All sailing and arrival dates, transit times and vessel names are given without warranty and subject to changes without notification.**

**5.16 The bill of lading number allocated to this booking note/booking confirmation is only to be considered as provisional and can be subject to adjustment by MSC for whatever reason. The bill of lading number will only become final once the Bill of Lading has been physically issued.**

MSC cannot be held liable in any way for costs or consequences resulting from incorrectness or adjustment of the provisional bill of lading number allocated to the booking note/booking

confirmation.

- 5.17** The merchants are herewith informed that this booking is subject to documentation fees due at destination, in addition to other local charges, payable prior to delivery. For further information, please contact your local MSC Agent.
- 5.18** Shippers have to provide full and complete name, physical address, phone and fax numbers of notify party. If this information is not provided, shippers will be responsible for all costs and consequences arising due to delay in collection of the container by receivers at destination.
- 5.19** Kindly provide harmonized code in your booking, consisting of minimum 6 characters. Harmonized code is imperatively to be mentioned on the manifest.
- 5.20** Booking only accepted with deck option.
- 5.21** This booking is to be considered firm unless remarks received from your office within 24 hours.
- 5.22** All rates are subject to any surcharges and/or freight additional valid at time of shipment, applicable without pre-notice and related to the trade, such as but not limited to: emergency surcharges, security surcharges, congestion surcharges, bunker surcharges, currency adjustment factor, peak season surcharges, piracy risk surcharges, war risk premium surcharges, general rate increase, overweight surcharges, etc.
- 5.23** This booking confirmation confirms and constitutes a contract between MSC Geneva S.A. for whom MSC Belgium NV acts as agents and, on the other hand, you as booking party jointly and severally with the Shipper.
- 5.24** All terms and conditions of the MSC Bill of Lading and MSC Sea Waybill (available at [http://www.msctva.ch/bl\\_terms/bl.html](http://www.msctva.ch/bl_terms/bl.html)) apply to this booking and this shipment as from the date of this booking confirmation.
- 5.25** In case of the request to MSC for using MSC Sea Waybills instead of MSC Bills of Lading, you herewith agree as booking party to send a full legible copy of the terms and conditions of the MSC Sea Waybill to the shipper and to the consignee, mentioned in the Sea Waybill.
- 5.26** Should the cargo details as furnished at the time of this booking be inaccurate, you as booking party will be held liable for any resulting costs, expenses and/or damages incurred whatsoever. Misdeclaration of cargo weights could result in containers being short shipped, with surcharges being applicable. Any consequential charges to be for account of the booking party.
- 5.27** Exports to certain countries are subject to sanctions or restrictive measures imposed by the EU, UN and / or other international or local authorities. Exporters (and their affiliates and sub-contractors) to these countries have to comply with these sanctions and restrictive measures and will, both as company and personally, be responsible for all possible costs and consequences which may occur in case of non-compliance.
- 5.28** Shippers have to ensure that the weight of the cargo loaded into the container does not exceed the maximum payload allowed (as indicated on the CSC-plate of the container) and, moreover, that the container complies in every way with all laws and regulations (including port and road weight limitations) applicable in each country on the itinerary of the container from the place of receipt up to the place of delivery.
- 5.29** For shipments to EU ports please advise the shipment's custom status before delivery on quay. In case of non-availability of this information status will be reported to the custom authorities with due diligence but at your risk and liability.



- 5.30** For containers booked on vessels operated by carriers other than MSC, the booking confirmation of IMO containers is always subject to acceptance by the actual carrier, pending such acceptance this booking is to be considered as provisional.
- 5.31** Containers will be provided on the requested pick-up date subject to availability, in case of shortage MSC cannot be held responsible for any possible consequences.
- 5.32** For all shipments of dry van containers as from October 1st upto April 30th to/from countries in northern Europe, Baltic countries, Russia, North-America and Japan following clause will be inserted into the bill of lading : "Carrier has no liability or responsibility for thermal loss or damage to the goods by reason of natural variations in atmospheric temperatures during the winter period, and/or caused by inadequate packing of the goods for carriage in dry-van containers, and/or inherent vice of the goods, in such temperatures."
- 5.33** Strict 36-hours cut-off for IMO cargo: In order to fully comply with the international IMDG rules and for timely and safe planning purposes on board of the vessels, our principals need the complete and final IMO file latest 36 hours before arrival of the vessel at the terminal in Antwerp. In practice this means that, latest 36 hours before arrival of the carrying vessel at the terminal, we must have the Dangerous Goods Declaration for each container containing IMO cargo. The DGD must show the complete cargo description, the container number(s), the stuffing contractors, shippers and consignee, emergency phone number (s) and must be properly stamped and signed by a competent person. If we do not have the DGD in our possession within this time limit and/or if some of the above data are missing, we will have no alternative but to put the container(s) on hold for account of and at risk and liability of the shippers.
- 5.34** All MSC operated vessels are sailing in a regular liner service. On first demand we will supply a classification certificate and a regular liner attestation. Neither we nor our principals MSC Geneva SA will accept any insurance premiums pursuant to the age or the characteristics of the vessel.
- 5.35** In case of precarriage or oncarriage of reefer equipment by road, arranged by MSC in carrier's haulage- i.e. under the scope of the applicable Bill of Lading- it is the responsibility of the booking party to instruct MSC whether a genset or clip-on is required or not.

## **6. HAZARDOUS GOODS / IMDG CARGOES**

- 6.1** Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD)
- 6.2** The signed "Container Packing Certificate" needs to be presented at the latest 24 hours prior cargo closing at Terminal.
- 6.3** 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.

## **7. WASTE & SCRAP CARGOES**

- 7.1** The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the requirements of EU-Regulation 1013/2006 of 14th June 2006 on shipment of waste - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32006R1013>.
- 7.2** Any wrong declaration or missing documentation will lead to a Misdeclaration Fee of USD 500 per container for account of the Merchant in addition to the liability exposed under the Contract of Carriage for any other charges, costs or penalties that may arise for the Carrier due to mis-declaration.

## **8. REEFERS 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 Belgium shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings.

## **9. IMPORT REQUIREMENTS FOR RELEASE OF CARGO**

- 9.1** 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/or endorsement, and the contract of carriage Terms & Conditions have been acknowledged in writing by the consignee.
- 9.2** 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.
- 9.3** The Merchant always has and is solely responsible to check container(s) availability in respect of release and/or transportability with the Terminal Interchange before taking delivery to avoid failure trucking and waiting time. MSC and MSC Belgium shall not entertain any claim for waiting time or fault-freight if this obligation is neglected.
- 9.4** In case of on-carriage, the Merchant's delivery instruction, together with all necessary documents for the performance of such transport, must reach MSC Belgium at least four working days prior estimated time of arrival (ETA) at discharge port in order to arrange the positioning. MSC and MSC Belgium shall not be held liable for delay and additional costs generated due to a disrespect of this obligation.
- 9.5** 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.

## 9.6 Delivery

- 9.6.1 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.
- 9.6.2 SHALL THE MERCHANT FAIL TO TAKE DELIVERY OF THE GOODS WITHIN TEN (10) DAYS OF THE DELIVERY BECOMING DUE UNDER 9.6.1 ABOVE, SUCH DELAY SHALL BE CONSIDERED AS UNREASONABLE IN THE MEANING OF CLAUSE 20 OF THE MSC BILL OF LADING AND/OR SEA WAYBILL TERMS AND CONDITIONS AND THE CARRIER SHALL NOT THEREAFTER HAVE ANY FURTHER RESPONSIBILITIES OR LIABILITY IN RESPECT OF THESE GOODS.
- 9.6.3 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.
- 9.6.4 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.

## 9.7 Electronic Release

**Release at Belgium ports are, since 01.01.2011, made based on an Electronic Release System (ERS). Upon fulfillment of the conditions defined in clauses 9.1 and 9.2 here above, a Release pincode will be automatically generated by MSC Belgium and transmitted to the consignee and/or to any party duly authorised by this consignee to organise and perform delivery. By requesting delivery of the cargo under the above procedure, the consignee and/or the party duly authorised undertake to keep the release code strictly confidential to the sole persons and companies entitled to organise and perform material delivery of the cargo on their behalf. Any breach of this confidentiality obligation will be at the sole responsibility of the Consignee and/or of the party duly authorised by this consignee, being expressly agreed that the issuance and transmission of the Release pincode by MSC Belgium will constitute the delivery of the cargo as defined within the front page clause at the bottom of the MSC Bill of lading and/or Sea Waybill.**

# 10. EQUIPMENT RE-USE

Equipment re-use: occurs whenever an empty container is re-used for a new shipment by the Merchant without first being returned to an MSC nominated container depot for inspection and maintenance. Such re-use has to be authorised by MSC in advance and a status changeover date ending the import demurrage period will be agreed. Merchant accepts to be charged with a re-use fee.

Re-use is tolerated for the sole benefit and convenience of the Merchant, who shall accordingly bear any and all risks associated with the re-use and shall keep the Carrier and MSC Belgium fully indemnified (including reasonable legal expenses) against any claim that would be raised by any party in that connection. The Merchant shall inspect the container (internally & externally) for suitability and bear any expense (including without limitation, re-positioning of the re-used unit to a MSC depot and delivery costs of a replacement container) in the event the container is not fit for the intended carriage.

All terms and conditions governing the re-use to be accessed via following URL:

<http://www.avantida.com/reuse/>

## **11. 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 it 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.

## **12. LEGAL ADMINISTRATION 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 authorised to charge the Legal Administration Fee in any other legal currency locally.

## **13. RORO TRANSPORTATION AND CARRIAGE OF VEHICLES**

Shall the Merchant commit to MSC's care the transportation of vehicle(s) or any assimilated cargo, the following conditions will be deemed as expressly acknowledged and agreed upon:

- 13.1** By accepting the MSC Bill of Lading / Seaway Bill, the Merchant herewith expressly acknowledges and agrees that the definition of "Goods" of the clause 1 (Definition) of the MSC Bill of Lading / Seaway Bill terms and conditions as printed on the back of this document and found under [www.msc.com](http://www.msc.com) encompasses to for the purpose of this contract of carriage but is not limited to any vehicle, trailer, road assembly, mobile tank and/or machinery, whether laden or not, including any accessories and fittings. The Merchant further agrees that this definition of "Goods" applies to the calculation of package limitation under this Bill of Lading/Seaway Bill and under The Hague/Hague-Visby Rules as applicable. The Merchant further expressly acknowledges that The Hague/Hague-Visby Rules or similarly enacted legislation in the country of shipment or delivery apply to and are incorporated into this Bill of Lading/Seaway Bill.
- 13.2** Merchant is obliged to ensure that the Goods carried comply with the MSC Bill of Lading/ Seaway Bill terms and conditions and are stacked, lashed and secured in a manner permitting their safe transport by sea. MSC shall not be responsible for any damage or loss sustained by or onboard the Goods and the Merchant shall be fully responsible for any damage caused directly or indirectly to MSC due to a breach of this obligation.
- 13.3** MSC shall not be responsible for scratches, dents, bumps, rusty spots, damaged upholstery fittings and/or engine/mechanical malfunctions/breakdowns on used/second hand Goods nor for any consequence whatsoever resulting therefrom.

- 13.4** MSC shall not be responsible for pilferage and/or damage to personal effects and accessories, equipment, removable fittings, cargo and/or other possessions left onto or inside the Goods carried.
- 13.5** Merchant warrants that the Goods shipped under this Bill of Lading / Seaway bill, including anything left onto/inside it, are gas free and do not contain used refrigerators, freezers or air-conditioning equipment and cannot be considered toxic or harmful / hazardous waste or any other prohibited goods banned for import under the legislation applicable at the country of the Port of discharge. The Merchant is fully responsible for and indemnifies and hold MSC harmless against any inaccuracy in the Goods details such as, but not limited to, chassis/VIN number, age, weight, measure, marks, number, quality, contents etc. furnished at the time of booking to MSC.