



# MSC BENIN TERMS AND CONDITIONS

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MSC BENIN 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.

**MSC BENIN:** means MSC BENIN, Rue 135 – Lot 574 – Parcelle A – Zone Portuaire – Quartier Zongo Ehuzu - Cotonou 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

In case of any inconsistency between these agency terms and conditions of the MSC Bill of Lading, the latter shall prevail.

These agency terms and conditions shall be deemed to form part of all contracts between the Merchant and MSC via its local agent MSC BENIN. Orders and instructions of the Merchant shall be considered as his acknowledgement and acceptance of these agency terms and conditions.

General Conditions of the Merchant will not be applicable and shall in any way be superseded by these agency terms and conditions and the terms and conditions of the MSC Bill of Lading. 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**

MSC BENIN acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC BENIN are on behalf of the Carrier.

Quotations made by MSC BENIN are not binding until MSC BENIN'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 30 days after issuance.

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.

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.

Alterations caused by the Merchant, for instance release of cargo to alternative third parties, issuance of switch bills of lading etc., are not included in MSC BENIN quotations.

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 Vessel 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

Cargo valued below USD 200.000,00 per container, if cargo value is not presented upon quotation-request. For high-value-cargo-containers (exceeding USD 200.000,00 - two hundred thousand US dollar cargo value) the Merchant has to submit a written warning notice upon booking and, unless included in the freight, to pay an additional HVP (high-value-premium).

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

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 German 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.

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.

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. EXPORT – AND CROSS-TRADE BOOKINGS**

The Booking Confirmation provided by MSC BENIN 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.

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 BENIN 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.

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.

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. Unsealed or incorrectly sealed containers will release MSC from any liability related to the goods.

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 BENIN.

Payments of Ocean Freight have to be effected in local currency (XOF) only.

Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.

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

Hazardous cargo bookings are subject to a dangerous good declaration (DGD) and MSC acceptance.

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**

The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the requirements of Beninese and respective transshipment and POD regulations.

Merchant is responsible for all documentation providing, and any wrong or miss declaration will make him liable to any costs or penalties occurred according to the contract of carriage.

## **8. REEFER AND TEMPERATURES CONTROLLED CARGOES**

Reefer cargo bookings are subject to a MSC acceptance. Booking Party, Shipper and its representatives are responsible to check the pre-settings of the container temperature prior to stuffing, and MSC nor MSC BENIN shall not be held liable for any eventual damages created due to pre-settings temperature not properly done. Usage of the container will be enough evidence of its good condition and workability.

## **9. EXPORT LOCAL CHARGES (STORAGE / DETENTION / DOCUMENTATION)**

The Merchant is asked to contact MSC BENIN Export desk for all Local Charges and detention to be paid or to go to our portal ([www.msc.com](http://www.msc.com)) for more details.

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

No release of cargo/ container(s) will be authorized until the MSC Original Bill of Lading has been duly accomplished / fully executed (including endorsement) at MSC BENIN office.

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 he acknowledges his acceptance of the MSC Bills of lading Terms and Conditions. For the ease of reference, the MSC Terms

and Conditions are to be found under <https://www.msc.com/bj/contract-of-carriage>.

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 BENIN shall not entertain any claim for waiting time or fault -freight if this obligation is neglected.

In case of on-carriage service, MSC BENIN should receive instructions from merchant and all necessary documents at least 24 working hours before vessel arrival or time the service is intended to be done. Neither MSC nor MSC BENIN will be held liable for any delays or charges caused from the non-compliance of this requirement.

## **11. DELIVERY**

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.

If the Merchant fail to take delivery of the Goods within the free time, demurrage will automatically be generated as per MSC standard tariff in use.

The empty container has to be returned to the container depot designated by MSC in a clean, undamaged condition, completely free of cargo residues and free of odors, and if the cargo was dangerous goods same must be cleaned in accordance with applicable regulations, and free of any labels. Failure to comply with this requirement may result in additional costs for account of the merchant.

Invoices must be paid in local currency (XOF) without deduction or set-off prior the release of cargo.

## **12. 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.

## **13. 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.

## **14. IMPORT LOCAL CHARGES (STORAGE / DEMURRAGE / DOCUMENTATION)**

The Merchant is asked to contact MSC BENIN Import desk for all Local Charges and detention to be paid or to go to our portal ([www.msc.com](http://www.msc.com)) for more details.