



# **MSC COLOMBIA S.A TERMS AND CONDITIONS**

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MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. 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 COLOMBIA S.A.:** means MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A Calle 100 8A- 55 Of. 1103 Bogotá, Colombia

including all its branch offices in COLOMBIA 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 MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. 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- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these AGENCY TERMS AND CONDITIONS and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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. CARRIER'S RESPONSIBILITY IN COLOMBIAN JURISDICTION**

- 3.1 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
- 3.2 High Court in London, save as otherwise stipulated in cl 10.3. Should nevertheless ever Colombian 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:
- 3.3 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.
- 3.4 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.

### **4. QUOTATIONS**

- 4.1 Quotations made by MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. are not binding until MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A.'s final booking confirmation has been transmitted in writing to the Merchant. Any quotation will become null and void after the validity date mentioned at the end of each quotation unless agreed by MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. in writing to be extended with a new validity.
- 4.2 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 charges or for any delay in scheduled departures or arrivals of any vessel.
- 4.3 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 charges or for any delay in scheduled departures or arrivals of any vessel.
- 4.4 Cargo has to be properly lashed and secured.
- 4.5 Lashing and securing for account of shipper, risk and expenses.

# 5. EXPORT LOCAL REQUIREMENTS

## 5.1 BOOKING

- 5.1.1 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 their MSC Agency immediately in writing in case of any discrepancies or missing details. Any discrepancies or wrong information at the time of receipt of the goods, may lead to substantial risk and costs for account of the Merchant and might result in short-shipments.
- 5.1.2 The Shippers are responsible for the stowing, lashing weight & Cargo distribution inside containers and VGM has to be received from Shipper before container arrive terminal. And in case shipper wants to stuff inside the terminal he has to contact us 72 hours before getting cargo.
- 5.1.3 Shipper has to specify weight & quantity stuffed in each container & In case of increase of weight and/or volume, they are obliged to Pay double the freight. Carrier has the right to hold the OBL and claim the settlement of said increase in freight unless the double is collected.
- 5.1.4 Before issuing the bill of lading and in order to comply with customs regulations, the shippers must supply the following information immediately after stuffing :
- A. Customs Certificate No
  - B. Customs declaration No
- 5.1.5 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 are Merchant's responsibility and may be short-shipped. Any resulting costs are for account of the Merchant.
- 5.1.6 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 Colombia shall be responsible for any costs linked with the declaration of incorrect container weights.

## 5.2 DOCUMENTATION

- 5.2.1 The Booking Party and Shipper are responsible for sending the final shipping instructions and have to recheck all information provided concerning description of goods, correctness of weights, and all BL details indicated. They must inform their MSC Agency immediately in writing in case of any discrepancies or missing details. Any discrepancies or wrong information at the time of cargo arrival at POD, may lead to substantial risk and costs for account of the Merchant.
- 5.2.2 Shipper or booking party can release the 3/3 OBLs from MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. upon receipt of loading confirmation and the payment of all related charges against delegation letter and ID copy.
- 5.2.3 If a Telex Release is requested, Shipper or booking party should check with MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. to make sure no restrictions at POD for the issuance of Telex Release and below procedures should be followed:

- 3/3 endorsed o b/l's surrendered back to MSC office (to be endorsed by shipper)
- Written endorsed letter from shipper requesting TR (to be signed (name + position + signature), stamped and on shipper's letterhead)
- Payment of TR fee and all shipment's related charges.

5.2.4 If a Seaway Bill is requested, Shipper and Consignee named on Sea Waybill automatically agree to be party to the Contract of Carriage and accept the Terms and Conditions, Shipper or booking party should check with MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. to make sure no restrictions at POD for the issuance of Seaway Bill and below procedures should be followed:

- Written endorsed letter from shipper requesting TR (to be signed (name + position + signature), stamped and on shipper's letterhead)
- Payment of TR fee and all shipment's related charges.

5.2.5 If a Manifest Correction is required after vessel's departure, below procedures should be followed:

- 3/3 o b/l's surrendered back to MSC office
- Written endorsed letter from shipper requesting amendments (to be signed (name + position + signature), stamped and on shipper's letterhead)
- Payment of Manifest Correction fees.

## 6. IMPORT LOCAL REQUIREMENTS

Delivery order are available after discharging of the of the containers.it will be released to the party named as consignee in the Bill of Lading, or to its authorized agent, upon presentation of:

- ✓ an original Bill of Lading to MSC office, and the production of valid and satisfactory identification including a Letter of Authority from the named consignee.
- ✓ a sea way bills; Cargo will be released to the party named in the Sea Way Bill of Lading as consignee against proper proof of identity, i.e. photographic identification.
- ✓ Telex release are accepted; the delivery order should then be released against identification of the named consignee as stated on the Telex Release only.

MEDITERRANEAN SHIPPING COMPANY COLOMBIA S.A. agent ensure arrangements are made for the payment of any freight or charges due at the time of delivery.

The Merchant shall take delivery of the Goods within the time provided in the Carrier's applicable tariff or as otherwise agreed; free time commences from the day it is discharged from the vessel; or delivered to the place of delivery.

The merchant is required and has the responsibility to return to a place nominated by the carrier the container and other equipment before or at the end of the free time allowed at port of discharge.

The empty container should 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 cargo.

## **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. 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 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