



MSC GEORGIA TERMS AND CONDITIONS

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MSC GEORGIA LLC WAS FOUNDED IN APRIL, 2009 FOR PROVIDING AGENCY SERVICES TO MSC MEDITERRANEAN SHIPPING COMPANY S.A. (MSC GENEVA). SINCE ITS ESTABLISHMENT MSC GEORGIA ALWAYS ACTS ON BEHALF AND IN THE NAME OF MSC GENEVA (THE CARRIER), UNLESS EXPRESSLY INDICATED OTHERWISE.

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 "[SEA WAYBILL 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 Georgia:** means MSC Georgia LLC, Maritime House, 17, M. Lebanidze Str., 0102, Tbilisi, Georgia including all its offices in Georgia 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 The present Agency Terms and Conditions shall be deemed to form part of all contracts between the Merchant and MSC via its local agent MSC Georgia. Orders and instructions of the Merchant shall be considered as its 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- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 Georgia acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Georgia are on behalf of the Carrier.
- 3.2 Quotations made by MSC Georgia are not binding until MSC Georgia'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 within the deadline set by MSC Georgia sales agent in writing.

- 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, customs inspection, etc.) before, during and after the sea-carriage may at any time be charged by the Carrier to the Merchant.
- 3.5 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 Georgia's quotations.
- 3.6 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 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 200.00,00 - 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 GEORGIAN 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.
- 4.2 Should nevertheless ever Georgian 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.
- 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. EXPORT

- 5.1 Bookings
- 5.1.1 The MSC GEORGIA 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.

- 5.1.2 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 Georgia or MSC 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.
- 5.1.3 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.
- 5.1.4 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. For a detailed instruction about correct placement of seals please see our Sealing Procedure (.pdf). 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.

NOTE: A Regulation was adopted on August 1, 2007 by Poti Sea Port of Georgia. This Regulation requires high quality Tamperproof Seal on all Import/Export Containers. In case the seal being removed either by accident or deliberately Customs will impose a fine of GEL5000 (approximately US\$3000); All shippers have therefore to ensure that only proper container seals are used.

- 5.1.5 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 Georgia.
- 5.1.6 Payments of Ocean Freight have to be effected in USD (equivalent in Georgian Lari per exchange rate officially set by the National Bank of Georgia) only. Payments made in Euro (equivalent in Georgian Lari per exchange rate officially set by the National Bank of Georgia) will only be accepted as an exception upon written approval from the MSC Liner and local/MSC GVA compliance team.
- 5.1.7 Any Bank service charges/ transaction costs are for account of the payer.
- 5.1.8 Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.
- 5.1.9 The Merchant declares that all used wooden packing materials comply with ISPM 15 regulations.
- 5.1.10 In consideration of Carrier issuing, at the booking party or the shipper's request, Sea Waybill instead of Bill of Lading for the contract of carriage of the cargo, the booking party and the shipper hereby indemnify the Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a Sea Waybill instead of a Bill of Lading. The booking party and the shipper further undertake to ensure that the Consignee designated on the Sea Waybill receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier Sea Waybill as freely accessible under www.msc.com and to inform the 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, being made expressly clear that oversight from MSC or its agent to obtain such a letter of acceptance prior release of the cargo shall not be deemed in any way as a waiver by MSC of its rights to rely upon, nor as a non-acceptation by the Consignee, of these Terms and Conditions

- 5.1.11 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC Georgia's local office. Transfer and dispatch of documents (by registered mail or courier) will only be effected upon receipt of the Merchant's order confirmation and at his sole risk, expense and responsibility and shall be deemed remitted to the Merchant upon sending.
- 5.1.12 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 Georgia 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. Notwithstanding the above, a light-test is compulsory prior to each empty container's acceptance and no liability shall be borne by the Carrier or MSC Georgia for costs of exchanging a container found with holes or cracks at a later stage.
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.
- 5.1.13 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.
- 5.1.14 Container's full redelivery to the port prior to loading is only possible by stating the provided delivery reference to the Terminal Interchange and the Merchant and/or its trucker are jointly responsible to ensure proper communication during Gate-In. For container delivery to the ports of Poti and Batumi it is mandatory to state the correct vessel name.
- 5.1.15 The Booking Party, the Shipper and their trucker are jointly responsible to check that the empty container picked up at the depot is used for the booking confirmed by MSC Georgia for this specific container. Neither MSC nor MSC Georgia shall be responsible for any costs linked to the repatriation or additional on-carriage costs of wrongly swapped cargoes carried within correct containers due to a mistake during the empty pick-up.
- 5.1.16 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 Georgia shall be responsible for any costs linked with the declaration of incorrect container weights.

5.2 Hazardous Goods / IMDG Cargos

- 5.2.1 Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD).
- 5.2.2 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.
- 5.2.3 Only containers with finalized acceptance of MEDLOG Antwerp, Dangerous Cargo Dept. should be shipped and the Merchant is responsible to provide MSC Georgia with the required hazardous cargo data (DGD)
- 5.2.4 No hazardous/dangerous/IMO cargo are allowed for loading in Open Top, Out of Gauge or on Flat container. Any failure in this respect is subject to the return of the container at Merchant expenses and risks to port of loading.

5.3 Waste and Scrap Cargos

5.3.1 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>.

5.3.2 Any wrong declaration or missing documentation will lead to a misdeclaration fine which is imposed 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 miss-declaration.

5.4 Reefers and Temperature-controlled Cargos

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

5.5 Export Local Charges

The Merchant is asked to check MSC Georgia Export Local Charges at [msc.com-export local requirements](http://msc.com-export-local-requirements). Concerning local charges for ports in other countries, please visit the webpage in [MSC Georgia's country guides section](#).

6. IMPORT

6.1 General Requirements for Bookings

The provisions under clause 5 above apply mutatis mutandis to the Import bookings.

In addition to the above, the following Form / List must be properly filled out with all corresponding information and provided to MSC Georgia for any / all Import Bookings:

- Client reference (if any)
- Pre-carriage (if any)
- POL
- POD
- On carriage (if any)
- Volume
- Commodity
- Shipper
- Freight Forwarder (for export from USA only)
- Origin (for export from USA only)
- Consignee
- Notify
- Notify 2 (if any)
- Rate reference
- Agreed Ocean/Sea-Freight
- Ocean/Sea-freight payable at
- D-THC and local charges payable at
- B/L type
- Estimated time of shipment

6.2 Transportation Services Provided Outside the Scope of MSC Bill of Lading / Sea Waybill

MSC Georgia accepts to procure, in addition to the voyage expressly covered by the Carrier's Bill of Lading/ Sea Waybill (or in cases where no transport documents have been issued, by the Carrier's initial freight quotation or Booking Confirmation), land forwarding services including but not limited to the procurement of pre- or on-carriage. Providing inland transportation service MSC Georgia is not acting in the name of the Carrier. The terms of inland transportation have to be additionally agreed with MSC Georgia by MSC agent or the customer directly.

6.3 Import Requirements for Release of Cargo

6.3.1 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.

6.3.2 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, being made expressly clear that oversight from MSC or its agent to obtain such a letter of acceptance prior release of the cargo shall not be deemed in any way as a waiver by MSC of its rights to rely on, nor as a non-acceptation by the Consignee, of these Terms and Conditions.

For the ease of reference, the MSC Terms and Conditions are to be found under <https://www.msc.com/geo/contract-of-carriage>.

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

6.3.4 In case of on-carriage, the Merchant's delivery instruction, together with all documents and information necessary to the performance of such on-carriage, must reach MSC Georgia at least four working days prior estimated time of arrival (ETA) at discharge port in order to arrange the positioning. MSC and MSC Georgia shall not be held liable for delay and additional costs generated due to a disrespect of this obligation.

6.3.5 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.

6.3.6 Invoices must be paid in USD (equivalent in Georgian Lari per exchange rate officially set by the National Bank of Georgia) only. Payments made in Euro (equivalent in Georgian Lari per exchange rate officially set by the National Bank of Georgia) will only be accepted as an exception upon written approval from the MSC Liner and local/MSG GVA compliance team.

Any Bank service charges/ transaction costs are for account of the payer.

6.3.7 Delivery

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.
2. Shall the Merchant fail to take delivery of the Goods within ten (10) days of the delivery becoming due under a) above, such delay shall be considered as unreasonable in the meaning of the clause 20 of the MSC Bill of Lading and Sea Waybill Terms and Conditions and the Carrier shall not thereafter have any further responsibilities or liability in respect of these goods.

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.
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.

IMPORT LOCAL CHARGES (STORAGE / DEMURRAGE / DETENTIONS, ETC.)

The Merchant is asked to check MSC Georgia Import Local Charges at [msc.com-import local requirements](https://www.msc.com-import-local-requirements). Concerning local charges for ports in other countries, please visit the webpage webpage in [MSC Georgia's country guides section](#).

7. SPECIFIC REQUIREMENTS OF GEORGIAN CUSTOMS AND FINES

7.1 Excise Cargo

Georgian Customs do not authorize the discharging of containers with cigarettes, tobacco products and alcoholic beverages at Poti, if Bill of Lading does not contain remark that cargo is marked by excise marks.

B/L should also show the country name, which these excise marks belongs to. The additional information about special regulations for cigarettes, spirits and other alcohol drinks is available at the offices of MSC Georgia.

7.2 Change of destination back to origin or to another Country

Any container having already landed in a Georgian port can only be shipped back to origin or to another country, subject to prior authorization and confirmation from Customs Authority. This authorization is only obtained upon

- a) Shippers requesting in writing the COD or return of cargo back to origin;
- b) The manifested Consignee presenting a Letter of refusal of the cargo
- c) Presentation by the MSC agent at POL of a letter requesting re-routing of the shipment;
- d) Written authorization of MSC Head Office in Geneva confirming the re-routing;

IMPORTANT: Containers discharged at Poti can only be re-loaded on another vessel under the procedures of returning cargo to origin or COD. Both mentioned procedures demand extensive paperwork and a transit tax will be claimed from the requesting party.

7.3 Simplified Cargo Declaration upon 30 Days Of Cargo / Container Arrival

Georgian Customs Code stipulates (since amendments in date of 28.10.2011) that all shipments discharged at Poti and/or Batumi will fall under the customs regime "local import" and/or "in transit", depending on whether the container is to be picked from the Seaport Terminal directly or whether it is not the case.

Receiver/consignee or their customs broker/forwarder has to declare it to Georgian Customs within 30 days after vessel/container discharge date the status opted for.

Provided this declaration has been performed, the cargo can be kept in containers within Georgian Customs Bonded warehouse for a period of 5 years maximum. As from there, neither the Carrier nor the shippers will be recognized any rights of control on the cargo/container; these rights being only recognized to the benefit of the receiver/consignee of the cargo/container.

In cases where the receiver/consignee or their customs broker/forwarder fails to fulfill the above declaration a penalty of USD 70/day/container will be applied. This fine being capped at USD 1000 per container in case of non-declared cargo. This amount being payable to the Customs at the moment of the customs clearance and /or transit formalities are performed.

Please note that above actions should be taken no later than 3 working days before the end of free time.

IMPORTANT: the above prescriptions are mandatory under Georgia Law and the Merchant is strongly invited to comply with them to avoid that the container remain idle. In case of uncleared and abandoned cargo the Shipper will be held fully and solely liable of all costs so generated. In case the Line is obliged to declare the container in constructive total loss the Shipper shall be liable of the Depreciated Value of the container in addition to all the Detention and Demurrages accumulated until that decision has been implemented.

7.4 Fumigation

Based on the Order of Ministry of Finance of Georgia #60 dd05.03.2013, it is compulsory to provide a fumigation/disinfection certificate to the Georgian Customs Department, for all used or second-hand cargo (such as used clothes, foot wears, furniture, matrasses etc.). This obligation does not apply however to "used/second hand cars" prior moving any of these containers within territory of Georgia.

In case such certificate of fumigation/disinfection is not presented or does not exist, none of the containers containing commodities that should be subject to fumigation will be allowed for import from Poti/Batumi Ports/Off-docks to any place of destination within the territory of Georgia.

Such certificate of fumigation is not required for containers IN TRANSIT TO AZERBAIJAN and ARMENIA.

In case a fumigation/disinfection certificate is not issued at origin country and not available to be presented to Customs Authorities, it remains possible to arrange a fumigation/disinfection procedure at port of discharge Poti/Batumi. This service is provided by the relevant organization; at cost of approximately USD 155.00 /per 20` container and USD 210.00 / per 40`container;

IMPORTANT: Any Carriers Haulage (C/H) inland transport to a place within the territory of Georgia is performed on strict prepaid basis and is subject to the presentation of a fumigation /disinfection certificate issued at origin.

7.5 High Quality Bolt Type Seal Requirement

Georgian customs regulation requires high quality tampered-proof seal (bolt type) on all Import/Export Containers. Failure to use high quality tampered-proof safety seals (bolt type) or wrong fitting of such seals on the doors will be fined with a customs fine of GEL5000 (approximately USD 3000).

As per latest announcement of Georgian Customs Directorate, entering into force as from 1st August 2009, all containers found containing not properly declared cargo – whether in the manifest or in the Bill of Lading - will be subject to customs fines which will be invoiced either to consignees or to the agents of the shipping line. In case MSC Georgia is fined due to a misdeclaration of cargo on manifests by the Shippers, same will be passed on to the POL agents for recovery the Shipper and / or booking party.

7.6 Second Car Shipments

For all "second hand car" shipments that are discharged as of January 1st, 2011, it is obligatory to indicate (on the bill of lading and manifests of the shipping line), the cars receivers` full style name together with his/her personal number or ID code; VIN/chassis number of vehicle in a correct way, enabling the Customs to identify the car receivers correctly and ease/secure the release of cars for the final receivers/clients.

8. 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'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.

9. LEGAL ADMINISTRATION FEE

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

For cost up to 500 USD:	40 USD per container
For cost between 500 and 1000 USD:	80 USD per container
For cost between 1000 USD and 2000 USD:	140 USD per container

For cost 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.

The basis for our invoicing being number of containers involved in the incident / casualty, not the number of containers listed on the Bill(s) of Lading.

The extra handling costs to be taken into account for the determination of the LAF being the final amount charged to MSC / MSC agents, including all taxes and charges.