



# **MSC GHANA TERMS AND CONDITIONS**

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MSC MEDITERRANEAN SHIPPING COMPANY GHANA LIMITED 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 Mediterranean Shipping Company Ghana Limited:** means MSC Mediterranean Shipping Company Ghana Limited, an independent company incorporated in Ghana, with address in James Ahiadome Complex, Meridian Street – Community one, including all its branch offices in Ghana 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 Mediterranean Shipping Company Ghana Limited. 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- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these AGENCY TERMS AND CONDITIONS and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 and to the extent only this has been explicitly agreed in writing by MSC.

## 3. QUOTATIONS

- 3.1 MSC Mediterranean Shipping Company Ghana Limited acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Mediterranean Shipping Company Ghana Limited are on behalf of the Carrier.

- 3.2 Quotations made by MSC Mediterranean Shipping Company Ghana Limited are not binding until MSC Mediterranean Shipping Company Ghana Limited's final booking confirmation has been transmitted in writing to the Merchant. Unless the quotations specify a validity period and the Merchant have accepted it in writing, it will become null and void after 30 days of receipt.
- 3.3 Quoted times and dates for empty positioning and loading are always subject to equipment availability and space on board vessels. 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 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 Mediterranean Shipping Company Ghana Limited 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.

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

The Merchant acknowledges and agrees that pursuant to clause 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 of London, save as otherwise stipulated in clause 10.3.

## **5. EXPORT BOOKINGS**

- 5.1 The MSC Mediterranean Shipping Company Ghana Limited Booking Confirmation formalizes the Contract of Carriage between the Merchant and MSC, as a consequence of which both Booking Party and Shipper become jointly and severally contractual partners towards MSC MEDITERRANEAN SHIPPING COMPANY S.A.
- 5.2 The Booking Party and Shipper are responsible for all information provided to MSC concerning description of goods, Dangerous Cargo, Reefer Cargoes and/or out of gauge details whatever apply, as well as for the correctness of declared weights. They must inform MSC or MSC Mediterranean Shipping Company Ghana Limited 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.

- 5.3 The Booking Party and Shipper have to check and ensure that the maximum payload complies with maximum payload specifications noted on the specific container door. Also the maximum payload must comply with all country-specific legal regulations or requirements at origin, during transit and at destination. They acknowledge that overweighted containers are not permitted by law and may result in severe injuries and casualties for which the Merchant will be held fully liable.
- 5.4 For security reasons all containers for all destinations must be sealed by the Booking Party and Shipper or its 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.
- 5.5 Loading and stowage of goods is carried out under sole instructions of the Vessel'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 Mediterranean Shipping Company Ghana Limited.
- 5.6 Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.
- 5.7 Shipping Instructions must be submitted to MSC Mediterranean Shipping Company Ghana Limited 72 HRS prior vessel arrival. The Booking Party and Shipper are responsible to enquire the specific deadline applicable to their shipment. Some exceptions are allowed after discussions with Operations team and terminal operator. To apply any exceptions Booking party or shipper must submit a written request and MSC Mediterranean Shipping Company Ghana Limited will revert with approval in written.
- 5.8 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](http://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
- 5.9 Working from MPS terminal in Tema, note Gate opens 72 hours prior to vessel berthing and closes 24 hours before vessel Berthing.
- 5.10 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 its agent shall be responsible for any costs linked with the declaration of incorrect container weights.

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

- 6.1 The Merchant engaged in the transport of dangerous goods intended to be transported by sea must have been trained in the contents of dangerous goods provisions commensurate with their responsibilities and must comply with the provisions of IMDG Code and its amendments.

- 6.2 Booking Party and Shipper are responsible for ensuring that all prior IMDG (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.
- 6.3 Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD).
- 6.4 The signed "Container Packing Certificate" needs to be presented at the latest 24 hours' prior terminal Gate opening.
- 6.5 Even if a hazardous cargo booking is accepted by MSC in the first instance, MSC reserves the right to reject the shipment as per Vessel's Master discretion.
- 6.6 The Booking Party and Shipper are responsible to enquire the specific deadline applicable to Hazardous Cargo containers and its documentation.

## **7. REEFERS AND TEMPERATURE - CONTROLLED CARGOES**

- 7.1 Booking Party, Shipper and/or its representatives are responsible to CHECK THAT THE TEMPERATURE CONTROLS ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND THE VENTILATION IS PROPERLY SET PRIOR STUFFING THE GOODS. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use. MSC or MSC Mediterranean Shipping Company Ghana Limited shall not be held liable for temperature damages generated by non-disputed wrong settings.
- 7.2 The Merchant must take note that refrigerated Containers are not designed:
- To cool or freeze Goods which have been loaded into a Container at a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor
  - to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container.

## **8. IMPORT BOOKINGS**

- 8.1 The provisions and under clauses 4 to 7 above apply mutatis mutandis to the Import bookings
- 8.2 Collect Freight must be previously approved by MSC Mediterranean Shipping Company Ghana Limited.
- 8.3 In addition to the above, the following Form / List must be properly filled out with all corresponding information and provided to MSC Mediterranean Shipping Company Ghana Limited for any / all Import Bookings:
- Client reference (if any)
  - Pre-carriage (if any)
  - POL
  - POD

- On carriage (if any)
- Volume
- Commodity
- Shipper
- 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

## **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 endorsement.
- 9.2 The empty container has to be returned to our container depot when full container goes to customer's premises in a clean, undamaged condition and completely free of cargo and dunnage 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.
- 9.3 It is customer's responsibility, as well as their nominated ICD, to complete a 6 sided inspection of the container to ensure any damage is reported prior to accepting the container. When returning the container to our depot, we complete a full survey of the unit, and prior reporting of damage is required to identify liability for any damage. Container damage may result in additional costs for account of the cargo.
- 9.4 All freight and local charges must be paid without deduction or set-off prior the release of cargo.
- 9.5 In Tema Port, Containers are moved to Inland Container Depots (ICDs) after discharged based on the cargo Description. Carriers submit a Discharge list to the Port authority for approval.
- Customer could request his/her container to be allocated to a specific ICD. A request must be submitted to MSC Mediterranean Shipping Company Ghana Limited, one (1) week prior to vessel arrival. Important to note that Port authority still reserved the right to approve customer's request or reject same.
  - Following cargo description: Personal Effects, Assorted Goods, Households Goods, Heavy Machinery, Cars, Spare parts, Motorbikes and Project Cargo are allocated to Golden Jubilee Terminal.
  - IMDG's cargo are allocated to one ICD named Tema Bonded Terminal (TBT) as per the Port Authority instructions.
  - Reefer containers are also allocated to only one ICD named Ghana Port and Harbour Authority Reefer Yard as per the port authority instructions.

# 10. 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.

# 11. 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.