



# MSC INDIA TERMS AND CONDITIONS

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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.

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**MSC AGENCY (INDIA) PRIVATE 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 INDIA:** means MSC Agency (India) Private Limited, MSC house, Andheri Kurla Road, Andheri (E), Mumbai - 400059, India including all its branch offices and sub-agencies in India 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 and the Terms and conditions of the MSC Bill of Lading and/or Sea Waybill, 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 INDIA. 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General Conditions of the Merchant will not be applicable and shall in any way be superseded by these AGENCY TERMS AND CONDITIONS and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 INDIA ACTS AS AGENT FOR AND ON BEHALF OF MSC MEDITERRANEAN SHIPPING COMPANY S.A. (THE "CARRIER", "MSC") ONLY. ALL QUOTATIONS MADE BY MSC INDIA ARE ON BEHALF OF THE CARRIER.**
- 3.2 **QUOTATIONS MADE BY MSC INDIA ARE NOT BINDING UNTIL MSC INDIA'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 7 (SEVEN) DAYS FROM THE DATE OF RECEIPT OF THE QUOTE, UNLESS THE MERCHANT AND MSC INDIA, PRIOR TO THE COMMUNICATION OF THE QUOTE BY MSC INDIA, HAVE AGREED TO ANY OTHER TIME FRAME WITHIN WHICH THE SAID ACCEPTANCE HAS TO BE COMMUNICATED.**
- 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 INCLUDING THE STATUTORY DUTIES, CHARGES AND TAXES, 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 OR CORRECTIONS TO BILL OF LADING ETC., ARE NOT INCLUDED IN MSC INDIA QUOTATIONS.**
- 3.6 **UNLESS STATED OTHERWISE AND EXPRESSLY CONFIRMED IN WRITING, EACH QUOTATION ALWAYS RELATES TO:**
- **HARMLESS GOODS, BEING MADE CLEAR THAT IMDG CARGOES (INCLUDING BUT NOT LIMITED TO CARGOES WHICH ARE LISTED UNDER THE BASEL CONVENTION ON THE CONTROL OF TRANSBOUNDARY MOVEMENTS OF HAZARDOUS WASTES AND THEIR DISPOSAL AS MAY BE AMENDED INTERNATIONALLY FROM TIME TO TIME AND THE RADIOACTIVE WASTES) ARE ALWAYS AND STRICTLY SUBJECT TO THE CARRIER AND MASTER'S FINAL APPROVAL AT TIME OF LOADING**
  - **CARGO ARE SHIPPED AND STOWED WITH "DECK OPTION".**
  - **IN GAUGE CARGO, IF QUOTED FOR OPEN TOP CONTAINERS, FLAT RACKS AND PLATFORMS**
  - **CARGO VALUED BELOW USD 200,00,00 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. EXPORT- AND CROSS-TRADE BOOKINGS**

- 4.1 **The MSC INDIA 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.**
- 4.2 **It is the Merchant's sole 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.**

- 4.3 The Booking Party and Shipper are responsible for and have to recheck all information provided concerning description of goods, hazardous cargoes (including cargoes which are listed under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposals, as may be amended internationally from time to time and the radioactive wastes or all such cargoes which can be dangerous on account of their inherent characteristics, packing, stowing or any reasons due to which may affect the handling, loading, discharging or carriage by any mode of transport), reefer and out of gauge details as well as for the correctness of weights indicated. They must inform MSC or MSC INDIA 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.
- 4.4 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. In this respect, the Merchant's attention is specifically drawn to the SOLAS requirements on verification of the gross mass of a packed container by the shipper and to keep in mind that under this new regulation:
1. the shipper is responsible for providing the verified weight by stating it in the shipping document and submitting it to the master or his representative and to the terminal representative sufficiently in advance to be used in the preparation of the ship stowage plan; and
  2. the verified gross mass is a condition for loading a packed container onto a ship.
- The VGM shall be provided in the format and in the manner as prescribed by the National regulations or by the regulatory or statutory authorities of India, in case of exports.
- 4.5 The Booking Party and Shipper shall ensure to provide the relevant contract number / rate quotation number along with the correct consignee door delivery address at the time of placement of Bookings. The Merchant shall be held liable if for any such causes of incorrect rating / routing by the Carrier / Line due to mis-declaration by the Merchant.
- 4.6 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 provided by Line and in case of additional or alternate sealing with an equivalent High Security Bolt Seal directly after stuffing. MSC India shall on receipt of the Container and if it comes to the notice of MSC India the containers are unsealed and incorrectly sealed, containers will be resealed at the Merchant's costs and responsibility and may be short-shipped. Any resulting costs are for account of the Merchant. 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. In the event the Merchant does not use Carrier's seals, the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. All containers moving under a MSC bill of lading must be sealed with a High Security Bolt Seal compliant with ISO PAS 17712: 2013. Any losses or damages or claims to cargo, vessel, vehicle or third party or any person arising or in connection thereof or due to an unsealed, improperly sealed or incorrectly sealed container shall be on account of Merchant and the Merchant shall be fully liable for any claims, losses and damages that may arise thereof. The Shipper shall be responsible to declare the Seal number into Shipping Instruction filed by the Shipper.
- 4.7 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 India.
- 4.8 MSC or MSC India reserves the right to refuse to handle any container they consider to be loaded in an unsafe manner. Containers found in this condition will be returned to the load point if safe to do so and

any additional costs incurred will be for the Exporter's or Agent's account. Furthermore, the driver has the right to refuse to move if he considers the load unsafe. Any containers suspected of being unsafe may be surveyed at the Shipper's expense.

- 4.9 Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.
- 4.10 B/L or Shipping Instructions must be submitted latest by the specified Cut Off timeline notified to the Party by MSC India or within such time as agreed between the Parties. For shipments to countries/areas requiring an Automated Manifest System (AMS) or Automated Commercial Environment (ACE) -filing or comparable procedures, special deadlines shall apply. The Booking Party and Shipper are responsible to enquire the specific deadline applicable to their shipment and shall abide by the specified deadline. The Merchant shall furnish correct Shipping Instruction for AMS or ACE. The AMS or ACE will be finalized on the basis of the Shipping Instruction and Advance Cargo Declaration (ACD). MSC Agency shall not send any draft for the confirmation of the Merchant. Any such correction requirement will be chargeable and shall be made on receipt of Manifest Corrector and Security Manifest amendment fees. The changes may be allowed subject to feasibility of such changes requested at the port of discharge and within the time frame as stipulated by MSC India for such requests.
- 4.11 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. The Merchant declares that all used wooden packing materials comply with ISPM 15 regulations or any higher standards as required at Port of origin or Port of Destination.
- 4.12 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.
- 4.13 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC INDIA local office.
- 4.14 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 INDIA shall be held liable for the costs of changing/replacing a container accepted during empty positioning.
- 4.15 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.
- 4.16 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.

#### 4.17 Goods, Packing and Container Weights:

- a) 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 India shall be responsible for any costs linked with the declaration of incorrect container weights.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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.
- 4.18 Container's full redelivery to the port prior to loading/ Inland Container Depot (ICD) is only possible by stating the provided delivery reference to the Terminal/ICD Interchange and the Merchant and/or its trucker are jointly responsible to ensure proper communication during Gate-In basis the specified Gate Cut Off Date/Time. For every container delivery to the port/ICD, it is mandatory to state the correct Vessel name, next Port of Destination, Gross Weight which are to be filled in the Form 13 or Form 11 or any such Forms that are applicable for Gate In.
- 4.19 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 INDIA for this specific container. Neither MSC nor MSC INDIA shall be responsible for any costs linked to the repatriation or additional Haulage costs of wrongly swapped cargoes carried within correct containers due to a mistake during the empty pick-up or cross-stuffing.
- 4.20 The Merchant is liable for and shall indemnify MSC for all costs, loss and damages arising from any accidents or incidents involving the container provided to you under this agreement which cause injury or death of persons or loss of or damage to property. MSC makes no warranties, express or implied with respect to the condition of the container (including any accessory equipment) or its fitness for any particular purpose.
- 4.21 The Custom out of charge Shipping Bill need to be submitted at least 24 hours prior to ETA at the load port or the set deadline by the Carrier for considering into the load list.

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

- 5.1 Hazardous cargo including but not limited to cargoes which are listed under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposals may be amended internationally from time to time or the radioactive wastes bookings are only accepted together with a

dangerous good declaration (DGD). The Shipper has to submit DGD duly signed 24 hours prior to loading on the vessel.

- 5.2 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.

## **6. WASTE, SCRAP CARGOES AND ARMS & AMMUNITIONS**

- 6.1 The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the requirements of Indian regulations and regulations of the Countries of port of transit and port of discharge.
- 6.2 Any wrong declaration or missing documentation for paragraph 5 and 6 will lead to a Misdeclaration Fee of USD 1000 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. The Merchant is also liable to pay for any such Re-Stow operational costs as applicable.
- 6.3 No cargo which falls under Chapter 93 of Harmonized System Codes i.e. *ARMS & AMMUNITION, PARTS & ACCESSORIES*, shall be booked with MSC or carried on MSC vessel without explicit approval from MSC. Any damages, losses, penalties or costs incurred due to carriage, discharge, disposal due to failure on behalf of Merchant to inform MSC deliberate or otherwise will be entirely borne by the Merchant.

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

- 7.1 Reefer cargo bookings are only accepted together with our special reefer booking form, which must be duly filled out and is available upon request at the MSC INDIA export desk.
- 7.2 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).
- 7.2 Booking Party, Shipper and its representatives are responsible to check the pre-settings of the container temperature prior to stuffing, and MSC or MSC INDIA shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings.

### **EXPORT LOCAL CHARGES (STORAGE / DEMURRAGE / DETENTIONS ETC.)**

The Merchant is asked to check MSC INDIA Export Local Charges, including detention charges at the time of booking. The export detention charges commence after 10 days as per the applicable local tariff from the period when the empty containers are picked up to the time till the loaded container gated in to terminal/ICD or unutilized empty container is returned to depot or Container Freight Station or Inland Container Depot or any place that may be designated by MSC India.



## 8. IMPORT BOOKINGS

8.1. The provisions and under clauses 4 to 7 above apply *mutatis mutandis* to the Import bookings

8.2 In addition to the above, the following Form / List must be properly filled out with all corresponding information and provided to MSC India 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

## 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 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. For the ease of reference, the MSC Terms and Conditions are to be found under <https://www.msc.com/dcu/contract> of carriage
- 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 INDIA 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 has to book and collect Bill of Lading up to final place of Delivery (ICD) and need to declare the cargo as HAZ, Waste or general category in accordance to acts and regulations for Indian Railways ("Red Tariff") to avoid any penalty. Any such penalty out of misdeclaration or non-declaration including gross weight shall be entirely borne by the Merchant and the Merchant shall be liable for any claims, damages and losses arising or in consequences due to such misdeclaration or non-declaration.
- 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 Invoices must be paid without deduction or set-off prior the release of cargo.
- 9.7 Equipment rental / detention applicable as per line tariff from discharge date till empty return to depot or in case of ICD, from arrival to ICD till empty return to depot subject to free days agreed in the contract.
- 9.8 **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 free days allowed as per the Terms and Conditions, such delay may 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. If after 30 calendar days from the date of discharge the goods have not been collected, MSC may exercise its rights under the Bill of Lading to dispose of the goods to recover any outstanding charges.
  4. The Merchant is liable for and shall indemnify MSC for all costs, loss and damages arising from any accidents or incidents involving the container provided to you under this agreement which cause injury or death of persons or loss of or damage to property. MSC makes no warranties, express or implied with respect to the condition of the container (including any accessory equipment) or its fitness for any particular purpose.
  5. 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.
  6. The Merchant choosing option of Direct Port Delivery has to intimate MSC with relevant terminal codes 72 (seventy-two) hours prior to arrival of containers to port and also collect delivery order prior to arrival of the vessel. Any charges, costs, damages or losses due to failure to intimate or fail to collect the delivery order 72 (seventy-two) hours prior to arrival will be borne by the Merchant.

## 10. MISCELLANEOUS

- 10.1 The Merchant shall be jointly or severally responsible for any cargo and/or containers detained, abandoned, un-cleared for any reasons whatsoever and the Merchant shall be liable to pay such amount including demurrage, per diem, detention charges and any losses, damages and any such dues incurring out of or in connection arising thereof.
- 10.2 The Merchant shall be responsible and liable for the type of cargoes exported or imported, laws and regulations governing such import or export of the cargo to the destined country or country of origin or such requirements laid by such port of origin or destination. No onus shall lie on MSC or MSC India for non-loading, non-discharge, detention, seizure, destruction, delay owing to any reasons whatsoever due to the regulations or laws or customs or custom practice in the Port of Origin or Port of Destination.
- 10.3 In case of imports into India or transshipment in India the Merchant shall be subject to the National laws including regulations, rules, orders and notifications issued by the Government or Statutory Authorities.

## 11. LOCAL CHARGES (STORAGE/DEMURRAGE/DETENTION ETC.)

The Merchant is invited to check the MSC India Import Local Charges by contacting the Import Desk at destination or at the time of booking at the load port. The release of Delivery Order shall be subject to local charges, the line demurrage and other applicable charges to be collected in India.

## 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:

WHEN	TARIFF
COSTS UP TO 500 USD	40 USD PER CONTAINER
COSTS BETWEEN 501 USD AND 1000 USD	80 USD PER CONTAINER
COSTS BETWEEN 1001 USD AND 2000 USD	140 USD PER CONTAINER
COSTS OVER 2001 USD	200 USD PER CONTAINER

The Carrier and its Agent are authorised to charge the Legal Administration Fee in any other legal currency locally.

NOTE: The basis for our invoicing being the 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.

## **13. 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.