





# MSC MEXICO

# TERMS AND CONDITIONS

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MSC MEXICO 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 Mexico:** means Mediterranean Shipping Company Mexico S.A. de C.V., 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 Mexico. Placing any orders and instructions of the Merchant or accepting MSC's or MSC Mexico's service shall be considered as the Merchant's acknowledgement and acceptance of Agency Terms and Conditions in their entirety.
- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 Mexico acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Mexico are on behalf of the Carrier.
- 3.2 Quotations made by MSC Mexico are not binding until MSC Mexico'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 calendar days after receipt.

- 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, 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 Mexico 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 MEXICO 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. Should nevertheless ever Mexican law be mandatory 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
- 4.2 **Unless explicitly agreed in writing, the Merchant acknowledges and agrees that pursuant to cl 5.2.2 of the Carrier's Terms and Conditions the combined transport is subcontracted by MSC and in representation of the Merchant only. In case of loss or damage to the cargo during inland voyage in Mexico, maximum indemnity based in Local Regulations (15 minimum salaries valid at CDMX per ton of loss) of the respective type of service (rail/truck) shall apply as long as the payment of the corresponding freight and charges has been previously covered by Merchant.**
- 4.3 **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.**
- 4.4 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.

## 5. EXPORT- AND CROSS-TRADE BOOKINGS

- 5.1 The MSC Mexico 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.
- 5.2 The Booking Party and Shipper are responsible for and have to recheck all information provided concerning, freight amounts, payment terms, service contract number, 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 Mexico 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.
- 5.3 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, the shipping line or his agent has the capacity to ask to the Booking party and Shipper to un-stuff the excess of weight and/or to pay an Overweight Surcharge, the shipping line or his agent has the capacity to request the VGM ticket to the Booking Party and Shipper at any time. Accuracy on the gross weight declared on the Shipping Instructions is mandatory.
- 5.4 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. 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, the correct and accuracy seal number should be provided on the Shipping Instructions, the shipping line or his agent are not obliged to report any seal discrepancies on the container, any discrepancy in seal numbers must be informed in writing by the booking party and shipper to the documentation department asking for the respective change. Shipping Line is not responsible for the change in seal numbers due to customs examination, verification order, inspection to the container or any change of seal by other nature.
- 5.5 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 Mexico.
- 5.6 Payments of Ocean Freight have to be effected in USD only, and have to be paid within 48 hours after vessel departure. Any Bank service charges/ transaction costs are for account of the payer.
- 5.7 Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.
- 5.8 B/L or Shipping Instructions must be submitted latest at closing time. For shipments to countries/areas requiring an AMS-filing or comparable procedures, special deadlines shall apply. The Booking Party and Shipper are responsible to enquire the specific deadline applicable to their shipment. AMS-filing should be done by NVOCC at BL Draft reception. For some specific services AMS-filing transmission should be done with the Import Vessel Voyage.
- 5.9 The Merchant declares that all used wooden packing materials comply with ISPM 15 regulations.

- 5.10 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](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.
- 5.11 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC Mexico 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. The shipping line or his agent responsibility ends as soon as Original Bill of Lading is delivered to the courier company, in case of loss of documents, the Booking party and shipper must make the corresponding procedures applicable at the time of loss of the documents covering all the expenses and costs, and paying the corresponding insurance premium to cover the loss of the documents.
- 5.12 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 Mexico 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 Mexico for costs of exchanging a container found with holes or cracks at a later stage.
- 5.13 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.
- 5.14 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.
- 5.15 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 Hamburg and Bremerhaven it is mandatory to state the correct vessel name.
- 5.16 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 MEXICO for this specific container. Neither MSC nor MSC Mexico 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.

- 5.17 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 Mexico shall be responsible for any costs linked with the declaration of incorrect container weights.

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

- 6.1 Hazardous cargo bookings are only accepted together with a **material safety data sheet (MSDS)**.
- 6.2 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.

## **7. WASTE & SCRAP CARGOES**

- 7.1 The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the requirements of local law and customs regulations in Mexico on shipment of waste. Said waste shipment must qualify the industrial waste that may be used as industrial raw material as officially announced by the central competent authority under the Waste Disposal Act and other Mexico regulations and laws.
- 7.2 Any violation of the Management Regulations for the Import and Export of Industrial Waste will lead to an administrative fine 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.

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

- 8.1 Reefer cargo bookings are only accepted via INTTRA (for registering: [www.intra.com](http://www.intra.com) or [www.mymsc.com](http://www.mymsc.com)) or with our special reefer booking form, which must be duly filled out and is available upon request at the MSC Mexico reefer export desk.
- 8.2 Booking Party, Shipper and its representatives are responsible to check the pre-settings of the container prior to stuffing, and MSC or MSC Mexico shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings.
- 8.3 The Carrier will not be liable of any temperature discrepancy due to Authorities/Customs Local Regulations or inspections



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

The Merchant is asked to check MSC Mexico Export Local Charges with our Customer Service Desk or on the agency website under [www.msc.com](http://www.msc.com), and for charges for ports in other countries, please visit the webpage of the MSC offices at [www.msc.com](http://www.msc.com)

## **10. IMPORT BOOKINGS**

10.1 The provisions and under clauses 4 to 8 above apply mutatis mutandis to the Import bookings

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

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

11.1 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.

11.2 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.

- 11.3 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 MEXICO shall not entertain any claim for waiting time or fault-freight if this obligation is neglected.
- 11.4 In case of on-carriage, the Merchant's delivery instruction, together with all required documents, must reach MSC MEXICO at least two working days prior to the required date of service in order to arrange the positioning. Since the inland service in Mexico is subcontracted **THE EVENTUAL LACK OF TRANSPORTATION AND/OR DELAY, WHETHER VIA RAILWAY/TRUCK IS A MARKET SITUATION**, due to the above **MSC Mexico shall not be held liable for delay and additional costs (storages, demurrages, etc.) related to this issue**. All our truck tariffs are considered to be positioned in TANDEM basis (two containers per voyage).
- 11.5 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.
- 11.6 Invoices must be paid in MXN and USD (as per each case has been emitted) without deduction or set-off prior the release of cargo.
- 11.7 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. (demurrages, storages, etc)

## **12. IMPORT LOCAL CHARGES (STORAGE/DEMURRAGE/DETENTION ETC.)**

The Merchant is invited to check the MSC MEXICO Import Local Charges by contacting the Import Customer Service Desk directly or on the agency website under [www.msc.com](http://www.msc.com). For any local charges in other countries, please visit webpage of the local MSC office.

## **13. LEGAL ADMINISTRATION FEE**

13.1 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**

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

## **14. 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.

## 15. NOTICE OF CLAIMS AND TIME BAR

- 15.1 The Merchant acknowledges and agrees that pursuant to cl 10.1 of the Carrier's Terms and Conditions notices of loss or damage shall be given in writing to the Carrier or its Agent at the Port of Discharge before or at the time of Delivery. If not apparent before or at the time of delivery, notice must be given within three (3) days of delivery.
- 15.2 The Merchant acknowledges and agrees that pursuant to cl 10.2 of the Carrier's Terms and Conditions in any event, for claims during the Port-to-Port carriage the carrier shall be discharged of all liability if suit is not commenced within one (1) year after delivery of the goods or the date that the goods should have been delivered. And for claims related to loss during the Inland Transport the shorter of nine (9) months or any time limit provided by any national Law, Regulation or Contract by virtue of cl 5.2.2(a) or (b) of the Carrier's Terms and Conditions
- 13.3 In any case of claim due to robbery or damage to the cargo during Rail Service, it is necessary to disclose the ACTA OF CONFRONTA in Original Document provided by our service provider to the Merchant. If CONFRONTA offered by our service provider is not accepted and performed by Merchant, this will lead to Provider's rejection to MSC right to claim thereto shall constitute an absolute waiver and abandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the carriage thereof
- 13.4 The Merchant acknowledges and agrees that pursuant to cl 20.4 of the Carrier's Terms and Conditions that refusal to take delivery of the Goods in accordance with the terms of cl.20 and/or mitigate any loss or damage thereto shall constitute an absolute waiver and abandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the carriage thereof. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including Legal Costs for the cleaning and disposal of Goods refused and/or abandoned by the Merchant.

## 16. EXPORT DOCUMENTATION

- 16.1 Any change in payment terms after BL creation has a cost of USD 100 regardless of the deadline stipulated so it is advisable to review the confirmation of Booking sent by CUSTOMER SERVICE department at the time of booking and to notify Customer Service of any discrepancy.
- Deadline for any amendment on export BL is 2 (two) working days before vessel's arrival to the loading port (taking in consideration the time of arrival showed on the daily schedule sent by our Customer Service department).
- In case of non-business hours, deadline will be on previous working day before 18:00 hrs.
- Changes to the Bill of Lading occurring after the confirmation or deadline stipulated, will have a cost of USD 100.00 per Manifest Correction Fee plus 16% TAX.
- 16.2 The Update of the information is sent to the port of discharge as soon as Booking party or shipper confirms the information manifested on the Bill of Lading, if the confirmation is received after the deadline the changes in the manifest will be subject to the applicable fines by the port of discharge and will have to be paid by the Merchant.
- 16.3 The Bill of Lading must always show the total number of packages per container, regardless of the breakdown mentioned in the bill of lading description. Failure to comply with this rule may result in fines at the port of destination to be paid by the Merchant.

## 16.4 EXPORT REQUIREMENTS FOR CARGO TO BRAZIL

16.4.1 CNPJ is the registration number (identification number) of a legal entity assigned to a COMPANY. This is mandatory for all companies inside Brazil to obtain such a number for their business (some similar numbers are used in US and EU TAX IDENTIFICATION NUMBER, VAT NUMBER for example).

16.4.2 Carrier's liability ceases after discharge of goods into Customs custody and Carrier shall not be responsible for delivery of cargo without the presentation of the Original Bill of Lading, as per Brazilian Customs Regulations.

### 16.4.3 Personal Effects

- If our MSC master Bill of Lading is consigned to a NVOCC company/CNPJ, then the NVOCC will need to issue their own house Bill of Lading consigned to the person/CPF. In this case, the NVOCC will be responsible to clear and release the cargo to Customs/Local Authorities. CPF is the registration number required for all Brazilian Citizens (for individuals only).
- If our MSC master Bill of Lading is directly consigned to a person/CPF, USD 3,000 need to apply as agreed. In this case, the person can; at their own choice; be responsible to clear and release the cargo before Customs/Local Authorities or they can contract a Customs Broker to do it on their behalf. (without MSC Involvement)
- If the booking was requested and done by a Freight Forwarder which does not have a representative (NVOCC) in Brazil to appear as Consignee in the master Bill of Lading, MSC will apply USD 3,000 as the Consignee will be considered as a person anyway.
- Any amendment after deadline will need to be processed against a Correction Letter, which will incur extra costs (Customs Fine of BRL 5.000,00 and other extra costs) that should be paid by the Merchant.
- All bills of lading need to be duly freighted.
- For personal effects consigned to a citizen, our Customs demand the CPF number (BRAZILIAN PERSONAL NUMBER). If the Consignee does not have this number yet, its passport can be manifested and will be used to discharge the shipment only. However, the Consignee will need the CPF number to enable the release of the cargo. We will then be able to present a process to the Customs changing SISCARGA system to read a CPF instead of the Passport. If this change occurs after our deadline, it will be subject to a custom's fine of BRL 5.000,00 + Legalization costs in Mexico.
- The deadline for any amendment on the Bill of Lading is 5 days before vessel's arrival at the first Brazilian port. If the cargo is apprehended by Customs due to any discrepancy value from BRL 50.000,00 up to BRL 80.000,00, fines may be applicable. Any Legalized Corrector is subject to a Customs' fine of BRL 5.000,00. After 90 (ninety) days the cargo is considered as abandoned by Brazilian Customs. Personal effects must be documented separately from other commodities. Personal effects and other commodities like "CAR" must have separate bills. Brazilian Authorities do not accept any kind of "Correction Approval Stamp" or Electronic Signature/Stamped Signature. Brazilian Authorities request the real shipped on board date, it means a date between berth and departure of the vessel from POL (as manifested).

- 16.4.4 The NCM Code is a mandatory information for any cargo which is on board of any ship calling Brazilian ports, even for those that remain on board for other countries and mainly for the cargo being transshipped in a Brazilian port, even when POL and POD are outside Brazil. The NCM code is the only way Customs system can identify the cargo to make their analysis in order to request a cargo inspection that they judge necessary. As per international Rules, Brazilian Customs have the right to inspect any on board cargo. It is necessary to provide NCM in 4 (four) first digits only. Always and only the NCM code should be informed.
- 16.4.5 As of May 17th, 2006, all wood packaging material entering Brazil must be treated and marked in accordance with the ISPM requirements. Wood packaging material used for supporting, protecting or carrying a commodity includes inter alia, cases, crating, dunnage, wooden drums, load boards, packing blocks, pallets, pallet collars and skids excluding plywood, particle board, orientated strands board and veneer. The non-compliance of the above will result in cargo being destroyed.
- 16.4.6 update procedures for Paraguayan cargo in transit through Brazilian ports:
- The receiver must advise MSC Brazil and in this case Paranagua agent (imp.png@mscbr.com.br) about Paraguayan Cargo in transit 72 hours prior vessel's arrival at the very first Brazilian port in order to insert into Customs Authorities control system such information. The lack of such information will result in a penalty imposed by the customs authorities, presentation of a LOI and payment of BRL 5,260 for the manifest correction;
  - Documentation to be presented for the release: Original Bill of Lading + LOI for the empty container returning + power of attorney from the Paraguayan consignee to a Brazilian company which will be responsible for the cargo clearance for transportation (such power of attorney must be under Visa/signature/recognized/stamped) by the Brazilian Consulate at Paraguay.