

TERMS AND CONDITIONS MOROCCO.

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MSC MOROCCO 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

- 1.1 MSC or Carrier: means MSC MEDITERRANEAN SHIPPING COMPANY S.A.,12-14 Chemin Rieu, 1208 Geneva – Switzerland
- 1.2 MSC Morocco: means Mediterranean Shipping Company Moroccan BRANCH, and acting as agent of MSC MEDITERRANEAN SHIPPING COMPANY S.A. only.

1.3 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 Morocco. Placing any orders and instructions of the Merchant or accepting MSC's or MSC Morocco'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2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 Morocco acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Morocco are on behalf of the Carrier.

3.2 Quotations made by MSC Morocco are not binding until MSC Morocco'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 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 Morocco 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

3.7 Any cargo with a commercial value exceeding USD 250,000 must be declared to MSC or its agent at the time of booking. Failure by the Merchant to inform MSC will result in the application of a High Value Commodity Mis-Declaration Fee of 25.000 USD, being expressly agreed that such

information to MSC shall not be considered as a declaration of value and the documentation so issued will not be deemed ad valorem unless this has been formally agreed by MSC and the corresponding surcharge paid by the Merchant.

4. CARRIER'S RESPONSIBILITY IN MOROCCAN JURISDICTION

4.1 The Merchant acknowledges and agrees that pursuant to cl 13.3 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 13.3. Should nevertheless ever Moroccan 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 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- AND CROSS-TRADE BOOKINGS

5.1 The shipper or booking party is committed to deliver the documents (shipping instructions and customs declaration) to MSC MAROC / Casablanca agency at the latest 24 hours before vessel arrival at Casablanca port.

5.2 B/L Instructions or Shipping Instructions must be submitted latest at closing time. For shipments to countries/areas requiring an AMS-filing, BESC, CTN or comparable procedures, special deadlines shall apply. The Booking Party and Shipper are responsible to enquire the specific deadline applicable to their shipment depending on their special needs.

5.3 In case of Sea Waybills, Shipper and Consignee named on Sea Waybill automatically agree to be party to the Contract of Carriage and accept the Terms and Conditions mentioned on page 1 and 2 of the MSC MEDITERRANEAN SHIPPING COMPANY SA Sea Waybill and under www.msc.com. The Shipper is further responsible to inform the designated 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.

5.4 Shipping documents ie OBL & invoice are issued 24 hours after vessel departure and kept at Merchant's disposition at the MSC Casablanca local office.

5.5 In case of non-payment of shipment expenses at destination by the consignee (freight, demurrage, storage, THC, etc.), the shipper agrees to pay the freight and all expenses incurred.

5.6 The delivery of a set of original bills of lading will not be take place until the shipper pays the freight, free in and all related charges.

5.7 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.

5.8 For Hazardous cargo, The signed "Container Packing Certificate" needs to be presented at the latest 24 hours prior cargo closing at Terminal.

5.9 MILITARY AND/OR PARA-MILITARY CARGO : For any intended booking regarding the shipment of military and/or para-military cargo (defined in the broadest sense as cargo which has or might have a military purpose and/or cargo that is destined to or originating from military or para-military authorities, including so-called dual-use cargo), it is mandatory to submit the following documents to MSC prior to any possible acceptance of such booking: packing list, commercial invoice, HS codes consisting of minimum 6 digits, full details of the manufacturer and end user of such cargo, copy of the import license and/or export license of the importer/ exporter of such cargo, final destination of the goods. in any case no booking of military / para-military cargo can be accepted without MSC having received the prior approval from the relevant authorities. furthermore, compliance policy requirement of MSC will have to be adhered to any quotation obtained on the basis of incomplete or inaccurate information as to the nature or value of the goods shall not be binding on MSC and/ or shall be considered a material breach of contract, entitling MSC to suspend, modify or cancel the transportation et merchant's sole risk and expenses, and without prejudice to any other remedy available to the carrier.

15.10 CARGO MIS-DESCRIPTION FEE: Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever if the description of the goods provided at the time of booking or as amended thereafter is inaccurate, unless the inaccuracy is a result of an error or omission on the part of the carrier, its servants or agents. failure by the merchant to truthfully, accurately and sufficiently detailed describe the goods to MSC in compliance with carrier's terms and conditions of carriage (including without limitation the present MSC agency terms and conditions) or any applicable law or regulation, whether intentional or otherwise, will result in the application of a miss-declaration fee of USD5'000.-. it is further expressly agreed and accepted that such charge is in addition to any and all indemnities available to the carrier under the terms and conditions of carriage.

6. HAZARDOUS GOODS / IMDG CARGOES

6.1 Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD).

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.

6.3 Port authorities approval is required. Prior any booking pol has to provide all details of cargo & receivers particulars and to ensure our acceptance as upon arrival cargo is discharged direct on receivers trucks

6.4 Original BL availability or Free delivery is compulsory to allow direct release otherwise container will stay on board and return to T/S port under POL responsibility.

Lettre d'engagement' is not required

6.5 Sisal, carbon black and Cigarettes (SH 2402) and Tobacco (SH2401) commodities are under direct release with strict local procedures. Delay at delivery for any reason (receivers not traced; receivers truck not available, Customs formalities not achieved.....) means container will remain on board and return to next t/s port.

Please note the restrictions relating to the IMO SHIPMENTS class 5.1 :

- a. Prior loading at POL we should have /get the authorization from Casablanca port authority at least one week before vessel's arrival.
- b. Max Cargo to be loaded by vessel is 250 mt.
- c. All containers should be discharged directly on trucks. No storage inside the port.

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 Morocco 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 Moroccan 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 together with our special reefer booking form, which must be duly filled out and is available upon request at the MSC Morocco 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 Morocco shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings.

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

The Merchant is asked to check Export Local Charges concerning local charges for ports in other countries, please visit the webpage of the MSC offices at 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 Morocco 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 Merchant expressly agrees that the context of any MSC contract of carriage, delivery order shall include any means, whether electronic or not and / or whether nominative or not and / or whether cancellable or not, aiming at allowing us to take delivery of the goods. Merchant shall Keep the carrier indemnified and fully harmless against any loss, claim, damage or expense of whatsoever nature arising out or in connection with the misappropriation of such means of delivery after same is issued to the merchant.

11.2 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.

13.3 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.

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

11.5 In case of on-carriage, the Merchant has to complete the following measures :

- Max weight to be on-Carriage : 28 mt including Tara

- Customs formalities to be performed by receivers at port of discharge (Casablanca) prior any On-carriage,
- Documents for On-carriage to be received at ours 24 hours in advance.
- Demurrage payment to be provided with the docs till empty return date.
- Chassis of 20' are not available at Casablanca, the delivery of the 20' container are made on Chassis of 40' loaded in the middle of the trailer as per port authority decision.
- Rate valid for 6 hours unstuffing
- Over 06 hours foresee Truck immobilization of EUR 150 /day.

11.6 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.

11.7 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.

11.8 Shall the Merchant fail to take delivery of the Goods within (45) days of the discharging date, after this period, the cargo become under customs control who can proceed with destuffing without previous notice and the Carrier shall not thereafter have any further responsibilities or liability in respect of these goods.

11.9 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.

11.10 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.

11.11 MSC is not involved in terminal storage as it s paid by receivers directly to terminal.

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

The Merchant is invited to check the MSC Morocco Import Local Charges by contacting the Import Desk directly, in general these charges are communicated with notice of arrival sent to merchant before vessel's arriving.

13. 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:

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

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.