



MSC UNITED KINGDOM TERMS AND CONDITIONS

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MEDITERRANEAN SHIPPING COMPANY (UK) 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 (UK) Limited: means Mediterranean Shipping Company (UK) Ltd, Medite House, 10 The Havens, Ipswich, Suffolk IP3 9SJ including all its branch offices in the United Kingdom 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 UK Ltd. 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- 2.3 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the Terms and Conditions of the MSC Bill of Lading and/or Sea Waybill.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 this has been explicitly agreed in writing.

3. QUOTATIONS

- 3.1 MSC UK Ltd acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC UK Ltd are on behalf of the Carrier.
- 3.2 Quotations made by MSC UK Ltd are not binding until MSC UK Ltd'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 UK Ltd 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. EXPORT- AND CROSS-TRADE BOOKINGS

- 4.1 The MSC UK Ltd 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, reefer and out of gauge details as well as for the correctness of weights indicated. They must inform MSC or MSC UK Ltd 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.

- 4.5 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. 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**
- 4.6 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 UK Ltd.
- 4.7 **Cargo stowage**
- Mediterranean Shipping Co (UK) Ltd. 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. If Customers are in any doubt then reference can be made to British Standard Guide BS5073 to "Stowage of goods in freight containers" and or IMO Regulations.
- 4.8 Unless expressly agreed otherwise, all invoices are payable immediately and without deduction or rights of retention or of set-off whatsoever.
- 4.9 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.
- 4.10 **Fumigation / Phytosanitary**
- 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.
- 4.11 In consideration of Carrier issuing, at the booking party or the shipper's request, Sea Waybill instead of Bill of Lading for the contract of carriage of the cargo, the booking party and the shipper hereby indemnify the Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a Sea Waybill instead of a Bill of Lading. The booking party and the shipper further undertake to ensure that the Consignee designated on the Sea Waybill receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier Sea Waybill as freely accessible under www.msc.com and to inform the Consignee that a formal letter of acceptance of the MSC Sea Waybill Terms and Conditions will be requested from him at destination prior to delivery, being made expressly clear that oversight from MSC or its agent to obtain such a letter of acceptance prior release of the cargo shall not be deemed in any way as a waiver by MSC of its rights to rely upon, nor as a non-acceptation by the Consignee, of these Terms and Conditions.
- 4.12 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC UK Ltd's local office. Transfer and dispatch of documents (by registered mail or courier) will only be effected upon receipt of the Merchant's order confirmation and at his sole risk, expense and responsibility and shall be deemed remitted to the Merchant upon sending.

- 4.13 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 UK Ltd 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 UK Ltd for costs of exchanging a container found with holes or cracks at a later stage.
- 4.14 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.
- 4.15 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.
- 4.16 **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 UK 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.
- 4.17 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 UK Ltd for this specific container. Neither MSC nor MSC UK Ltd 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.
- 4.18 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.

- 4.19 High Value Commodity Mis-Declaration Fee - 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.

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

Effective from 6th October 2014 – Export Collections will be subject to a next day surcharge of £50.00 per container.

a) **Important** - changes to the haulage date, time and/ or equipment (UK only) Amendments or cancellation to the inland haulage may incur additional charges. A minimum of 24 hours notice is required, however for next day loads, the amendment / cancellation must be made prior to 1000hrs the day prior to loading (Working days only - excluding weekends and bank holidays) to avoid additional costs. Special equipment requires a minimum of 48 hours notice (3 full working days notice for low loader and container lift requirements).

b) **Late/ Non arrival for cargo collection** (arranged as agents for the booking party) Mediterranean Shipping Co (UK) Ltd cannot be held liable for any charges incurred for wasted labour, crane hire, inspections or other on site costs due to late arrival of vehicles.

c) **Cargo loading free-time (MSC haulage is arranged as agents for the booking party)** - UK only The free time period for loading is 3 hours. Thereafter, the vehicle detention charge is calculated at GBP 45 per hour, or part thereof. For UK Haulage based on a side loader or special equipment (i.e. low loader/semi low loader etc.), the free time period is 1 hour and thereafter vehicle detention charge is calculated at GBP 60 per hour or part thereof.

NOTE - For cargo loading outside of the UK, local free time and vehicle detention applies.

d) Container Demurrage

From the time of equipment collection, 7 days (4 days for reefer equipment) free time demurrage is granted to position the container at the port of exit.

Standard Equipment - Day 8-15 will incur a charge of GBP 8.00/ TEU per day and thereafter GBP 16.00/ TEU per day.

Special Equipment (Flats/ Open tops etc.) - Day 8-15 will incur a charge of GBP 16.00/ TEU per day and thereafter GBP 32.00/ TEU per day.

Reefers - Day 5 -10 will incur a charge of GBP 60.00/ 20ft and GBP 80.00/ 40ft per day and thereafter GBP 90/ 20ft and GBP 140/40ft thereafter.

5. HAZARDOUS GOODS / IMDG CARGOES

- 5.1 Hazardous cargo bookings are only accepted together with a dangerous goods declaration (DGD)
- 5.2 The signed "Container Packing Certificate" needs to be presented at the latest 48 hours prior cargo closing at Terminal.

- 5.3 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

The Merchant is responsible to ensure that each booking of waste and/or scrap cargo complies absolutely with the requirements of EU-Regulation 1013/2006 of 14th June 2006 on shipment of waste.

7. REEFERS AND TEMPERATURE - CONTROLLED CARGOES

- 7.1 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 UK Ltd shall not be held liable for temperature damages generated by hot stuffing or non-disputed wrong pre-settings

8. IMPORT BOOKINGS

- 8.1 The provisions and under clauses 4 to 7 above apply 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 UK Ltd 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. SERVICES PROVIDED OUTSIDE THE SCOPE OF MSC BILL OF LADING / SEA WAYBILL

Re Trading Terms and Conditions

For the sake of good order, we wish to take this opportunity to ensure that you clearly understand the trading terms under which Mediterranean Shipping Co (UK) Ltd operates, to prevent any possible ambiguity.

Mediterranean Shipping Co (UK) Ltd act as agents only for the Carrier, MSC Mediterranean Shipping Company SA Geneva, for all services within the scope of the relevant MSC bill of lading whether issued or not.

Haulage services performed outside the scope of the bill of lading are provided for the shipper/consignee and are carried out under RHA 1998 terms and conditions.

Warehousing services performed outside the scope of the bill of lading are provided for the shipper/consignee and are carried out under UKWA 2002 trading terms and conditions.

All other services provided are performed for the shipper/consignee and are provided under the 2005A edition of the Standard Trading Conditions of BIFA (British International Freight Association)

10. IMPORT REQUIREMENTS FOR RELEASE OF CARGO

- 10.1 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.
- 10.2 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/gbr/contract-of-carriage>.
- 10.3 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 UK Ltd shall not entertain any claim for waiting time or fault-freight if this obligation is neglected.
- 10.4 In case of on-carriage, the Merchant's delivery instruction, together with all necessary documents for the performance of such transport, must reach MSC UK Ltd in sufficient time frame to enact the same. The minimum time period for import bookings is at least 48 prior to delivery date.
- 10.5 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.
- 10.6 Invoices must be paid without deduction or set-off prior the release of cargo.
- 10.7 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 1) 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. 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.

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

The Merchant is invited to check the MSC UK Ltd Notice of arrival for these charges at time of arrival.

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.

12. 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.