

# MSC URUGUAY TERMS AND CONDITIONS

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MSC URUGUAY 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 Uruguay:** means **Mediterranean Shipping Company Uruguay S.A.**, 1365 Andes – 13th floor, Montevideo, Uruguay, 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- 2.2 General Conditions of the Merchant will not be applicable and shall in any way be superseded by these Agency Terms and Conditions and the terms and conditions of the MSC Bill of Lading and/or Sea Waybill.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 Uruguay acts as agent for and on behalf of MSC MEDITERRANEAN SHIPPING COMPANY S.A. (the "Carrier", "MSC") only. All quotations made by MSC Uruguay are on behalf of the Carrier.
- 3.2 Quotations made by MSC Uruguay are not binding until MSC Uruguay 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 Uruguay quotations.

## 4. EXPORT- AND CROSS-TRADE BOOKINGS

- 4.1 The MSC Uruguay 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 A booking confirmation does not automatically guarantee equipment availability and neither MSC nor MSC Uruguay can be held liable for delays/shortage at depots.
- 4.3 The Booking Party and Shipper are responsible for and have to recheck all information provided concerning description of goods, hazardous and waste/scrap cargoes, reefer and out of gauge details as well as for the correctness of weights indicated. They must inform MSC or MSC Uruguay 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.
- 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.
- 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 Uruguay.
- 4.7 Payments of Ocean Freight have to be effected in US Dollars, except for those specific cases where, due to - but not limited to - sanction compliance issues, payments should be effected in a different currency.
- 4.8 B/L or Shipping Instructions must be submitted latest at deadline. 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.
- 4.9 The Merchant declares that all used wooden packing materials comply with ISPM 15 regulations.
- 4.10 Shipping documents will be issued immediately upon receipt of loading confirmation and kept at Merchant's disposition at the MSC Uruguay 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 and expense.

- 4.11 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 Uruguay 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 Uruguay for costs of exchanging a container found with holes or cracks at a later stage.
- 4.12 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.
- 4.13 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.
- 4.14 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 Uruguay for this specific container. Neither MSC nor MSC Uruguay 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.
- 4.15 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 Uruguay shall be responsible for any costs linked with the declaration of incorrect container weights.

## 5. HAZARDOUS GOODS AND 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 24 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.
- 5.4 Strict 24-hours cut-off for IMO cargo:

In order to fully comply with the international IMDG rules and for timely and safe planning purposes on board of the vessels, the complete and final IMO file (i.e. the Dangerous Goods Declaration for each container containing IMO cargo) must be presented to MSC UY latest 24 hours before vessel's arrival at the terminal at Montevideo. The Dangerous Goods Declaration must show the complete cargo description, the container number(s), the stuffing contractors, shippers and consignee, emergency phone number(s) and must be properly stamped and signed by a competent person. Any container for which the Dangerous Goods Declaration has not been presented in time and/or with missing data will be put on hold for account of and at risk and liability of the shippers.

## 6. WASTE & SCRAP CARGOES

- 6.1 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 - <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32006R1013> and with the followings Uruguayan regulations: Act number 16.221 - <http://mvotma.gub.uy/planaqua/item/10002447-ley-16221>
- 6.2 Any wrong declaration or missing documentation will lead 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.

## 7. REEFERS AND TEMPERATURE - CONTROLLED CARGOES.

- 7.1 For reefer cargo shipments, proper setting instruction (including temperature, humidity and ventilation), must be given by the carrier in the corresponding booking form. Setting instruction must be exactly the same to be subsequently inserted by shipper in the shipping instruction. Before any discrepancy, the instruction included in the booking form to be considered as valid. Any consequence arising from eventual discrepancy and/ or inconsistency in declarations will be the sole responsibility of the shipper, and carrier will not accept liability in that regard.
- 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 Uruguay 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 Uruguay Export Local Charges at tel. +598 2 902 2935 / Fax. +598 2 908 9155 / email [distribution@mscuy.mscgva.ch](mailto:distribution@mscuy.mscgva.ch). Concerning local charges for ports in other countries, please visit the webpage of the MSC offices at [www.msc.com](http://www.msc.com)

## 8. IMPORT BOOKINGS

The provisions and under clauses 5 to 7 above apply *mutatis mutandis* to the Import bookings

## 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 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

The same procedure has to be followed in case of an Express BL. [Click here](#) for detailed information.

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 MSCNL shall not entertain any claim for waiting time or fault-freight if this obligation.

9.4 In case of on-carriage, the Merchant's delivery instruction, together with all required documents, must reach MSC Uruguay at least four working days prior estimated time of arrival (ETA) at discharge port in order to arrange the positioning. Non-respect of such obligation can lead to important costs, amid others, of storage, monitoring and plugging costs and/or D&Ds and MSC / MSC Uruguay shall not be held liable for delay and additional costs generated due to a disrespect of this obligation.

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 in US Dollars without deduction or set-off prior the release of cargo.

9.7 It shall remain the sole responsibility of the consignee to have all the necessary documentation in good order, as well as the fulfilment of all necessary arrangements before the competent authorities in order to allow discharge, stay, and later release of their IMDG cargoes.

Those IMDG cargoes with status "direct pick-up" must be cleared from port immediately after discharge (unless consignee obtained explicit documented authorization from the relevant authority); likewise, and in accordance with resolution from the Dangerous Cargo Division from A.N.P. (National Ports Authority), it shall be the responsibility of the consignees, to check the status of their cargoes (whether "direct pick-up" or not), in order to avoid any possible sanctions.

Before any doubt in regard of the above, merchants shall contact port authorities directly at: [cargas\\_peligrosas@anp.com.uy](mailto:cargas_peligrosas@anp.com.uy) -- Dangerous Cargo Division – National Ports System – Environment Management Section (Ph.: 1901 27 19 – 1901 27 35/ Fax.: 2916 36 00).

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 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.

## IMPORT AND EXPORT LOCAL CHARGES (STORAGE/DEMURRAGE/DETENTION ETC.)

The Merchant is invited to contact MSC Uruguay customer service staff for import and export local charges (demurrage, detention, etc) at [www.msc.com](http://www.msc.com). In case of storage charges, they should check with the corresponding port terminal/ operator directly.