

## **BOOKING CONFIRMATION**

YUGENGAISYA MATSUDA TRADING

6-20-15 FUJISAKI

Narashino Chiba 275-0017 4-March-2024 jp.export@mtcjapan.com

Dear Customer,

MSC MEDITERRANEAN SHIPPING COMPANY S.A. ("MSC") is herewith pleased to confirm your booking based on the information you communicated to us and which is summarized hereunder for your kind review. This Booking Confirmation formalizes the contract you concluded with MSC for the transportation of your cargo which is subject to both the MSC and MSC's Agencies Terms & Conditions accessible on our website www.msc.com/che/contract-of-carriage, some main terms of which are reproduced in the "BOOKING TERMS" on the last page of this document.

Your booking is handled and followed by Urara Morita Tel. +81 345895290 Email. e-urara.morita@msc.com.

You may also wish to track your container's movement online under www.msc.com/che ("Track a shipment")

BOOKING REFERENCE	EBKG08149582	ORIGINAL/SEA WAYBILL(**)	BOOKING DATE
VALID FOR GATE-IN(*)		NUMBER	1/03/2024

(\*) Booking party/Shipper are invited to read carefully at www.msc.com the depositions of the POL Agency T&Cs in respect of issuance of Sea Waybill.

(**)Pick-up-reference-see on container level(p	age 2).(***) Please see the list of Bls under charges Page addit	ional Booking requirement and information.						
	YUGENGAISYA MATSUDA TRADING							
BOOKING CLIENT	6-20-15 FUJISAKI							
	NARASHINO							
	YUGENGAISYA MATSUDA TRADING							
SHIPPER	6-20-15 FUJISAKI							
	NARASHINO							
BOOKING REQUESTOR AND DETAIL	MAQSOOD AHMED, PHONE:0474745453, E-MAIL:JP.EXPORT@MTCJAPAN.COM							
SERVICE CONTRACT/RATE REF. N*	24058-0221-0331	EDI TRANSACTION N*	EBKG08149582					
FREIGHT PAYMENT TERMS		FREIGHT PAYABLE AT						
CUSTOMER REFERENCE NUMBER	PURCHASE ORDER N*							
GATE IN AT TERMINAL/DEPOT	DICT (DREAM ISLAND CONTAINER TERMINAL)							
CONTACT DETAILS	1-1 YUMESHIMAHIGASHI CITY: KONOHANA-KU, OSAKA-SHI							
PLACE OF ORIGIN		CARRIER'S HAULAGE BY						
PORT OF LOADING	OSAKA JAPAN	EST. TIME OF ARRIVAL/DEPARTURE	13/03/2024 08:00 13/03/2024 18:00					

TORT OF LOADING	33.44.67.47.44			LST. TIME OF ARRIVAL/DEFARTORE			10/00/2024 00:00 10/00/2024 10:00			
VESSEL NAME	MSC VIGOUR III (LLOYDS NO. 9304708)				VOYAGE NUMBER			HG410A		
PORT OF TRANSHIPMENT N*1	BUSAN				EST. TIME OF DEPARTURE			18/03/2024 06:00		
CONNECTING VESSEL N*1	LIMA EXPRESS			VOYAGE NUMBER			2411E			
PORT OF TRANSHIPMENT N*2					EST. TIME OF DEPARTURE					
CONNECTING VESSEL N*2					VOYAGE NUMBER					
PORT OF DISCHARGE	IQUIQUE			EST. TIME OF ARRIVAL			18/04/2024 1	5:00		
TERMINAL OF DISCHARGE										
FINAL DESTINATION				CARRIER'S HA	ULAGE BY					
TOTAL CONTAINER (S)	3	TEUS	6	OUT OF WHICH	IMO/HAZ	0	REEFER	0	S.O.C	0

Detail of equipment (including cargo description) is shown on next page. Please note that this equipment is reserved for this specific booking and cannot be used for other shipment or booking. Any costs resulting from an undue substitution of containers and/or wrong cargo stuffing is for cargo's account only.

GATE-IN AT TERMINAL/DEPOT	First Receiving(Date/Time)	CUT-OFF(Date/Time)	
DRY	05/03/2024 09:00	12/03/2024 16:30	
REEFER	12/03/2024 09:00	12/03/2024 16:30	

OTHERS	DATE/TIME
SHIPPING INSTRUCTIONS CUT-OFF	12/03/2024 16:00
HAZ/IMO CUT-OFF	11/03/2024 16:00
VERIFIED GROSS MASS CONFIRMATION(SOLAS) CUT-OFF	12/03/2024 16:30

IMPORTANT: Non respect of the above closing times may lead to your cargo being rolled-over onto the next vessel and trigger additional costs

MSC JAPAN

Ark Mori Building 23F 1-12-32 Akasaka, Minato-Ku 107-6023

Phone:+81 345895290 / Email:jp206-info@msc.com

As agent only for MSC Mediterranean Shipping Company S.A, Geneva

msc.com



EQUIP.TYPE/NUMBER	40HC	QUANTITY	3	HAZARDOUS	N	s.o.c	N	
PICKUP BY		PICKUP REF		REEFER	N	TEMP(C)		
PICK UP AT DEPOT				AS FROM		UNTIL		
ODICIN ADDDESS				DATE/TIME				
ORIGIN ADDRESS				0.0.G	·			
DEEEED DECUMPEMENT	COLD TREATMENT	N 9		CONTROL ATMOSPH./TECH	N	GEN SET	N	
REEFER REQUIREMENT	DEHUMIDIFICATION			BULB MODE	N	AIR VENTS	0 cbm/h	
	CARBON DIOXIDE LEVEL(%)	0.00		NITROGEN LEVEL(%)	0.00	OXYGEN LEVEL(%)	0.00	
	TEMP.CONTROL INSTR.							
CARGO DESCRIPTION				HS CODE	WEIGHT (KG)	UN NUMBER	IMO CLASS	
	MOTOR CARS AND OTHER MOTOR V MOTOR CARS AND OTHER MOTOR V MOTOR CARS AND OTHER MOTOR V	/EHICLES PRINCI	PALLY DE	8703 8703 8703	9,050.00 9,050.00 9,050.00			
Rate will be applicable as: -USA/CANADA: Last container gate in dateNon USA/CANADA: Proforma Departure date. No free time for Demurrage/Detention allowed on booking cancel containers in Japan.								

## ADDITIONAL BOOKING REQUIREMENTS AND INFORMATION

FREIGHT & CHARGES	BASIS	CURRENCY	AMOUNT	PREPAID	COLLECT	AT
	TOTAL					

MSC JAPAN

msc.com



## MSC BOOKING TERMS

CONTRACT OF CARRIAGE-MSC JAPAN ACTS AS AGENT FOR AND ON BEHALE OF MSC MEDITERRANEAN SHIPPING COMPANY S.A. (THE "CARRIER", "MSC") ONLY. THIS BOOKING CONFIRMATION FORMALIZES THE FREIGHT CONTRACT CONCLUDED BETWEEN THE MERCHANT (AS DEFINED IN CLAUSE 1 OF THE MSC BILL OF LADING/ SEA MAYBILL TERMS & CONDITIONS FOUND AT WWW.MSC.COM/CHE/CONTRACT-OF-CARRIAGE) AND MSC, AS A CONSEQUENCE OF WHICH BOTH BOOKING PARTY AND SHIPPER BECOME JOINTY AND SEVERELLY CONTRACTUAL PARTNERS OF MSC. THE CONTRACT OF CARRIAGE AND ALL SERVICES OF THE CARRIER ASE SUBJECT TO THE CARRIER'S TERMS & CONDITIONS WHEN A BUT OF LADING IS ISSUED SUBJECT TO THE AGRIER'S TERMS & CONDITIONS WHEN A ILL OF LADING IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS" OR, IN ALL OTHER CASE SUBJECT TO THE "SEA WAYBILL TERMS & CONDITIONS," THE PRESENT BOOKING TERMS AND THE LOCAL AGENCY TERMS & CONDITIONS AT PORTS OF LOADING, TRANSSHIPMENT AND DISCHARGE. THE FREIGHT CONTRACT IS AGREED ON STRICT FCL-FCL TERMS.

CARGO'S DESCRIPTION AND WEIGHT - BOOKING PARTY AND SHIPPER ARE RESPONSIBLE FOR AND HAVE TO RECHECK ALL INFORMATION PROVIDED CONCERNING DESCRIPTION OF GOODS, HAZARDOUS (IMM) CARGOES, REEFER AND OUT OF GAUGE (DOG) DETAILS AS WELL AS FOR THE CORRECTINESS OF WEIGHTS INDICATED. THE INFORMATION FURNISHED ON THIS BOOKING CONFIRMATION WILL SERVE AS BASIS FOR THE ISSUANCE OF THE BILL OF LADING/SEA WEIGHLAW DISCREPANCES, INACCURACIES OR MISSING DETAILS MUST BE NOTIFIED TO THE CARRIER WITHOUT DELAY, ANY INCONSISTENCY AT THE TIME OF RECEIPTOR THE GROON, ESPECIALLY IN RESPECT OF THE CARGO'S WEIGHT, MAY LEAD TO SUBSTIANTIAL RISK AND COSTS FOR ACCOUNT OF THE MERCHANT AND MIGHT RESULT IN SHORT-SHIPMENTS. THE VERHIED/DECLARED TOTAL WEIGHT MUST INCLUDE ANY PACKAGING AND PACKING MATERIALS, ESPECIALLY TIMBER, COMPLY WITH ALL APPLICABLE REQUIREMENTS AND THEIR IMPORT IS PERMITTED IN THE COUNTRY OF DESTINATION. MSC DOES NOT PERMIT ITS CONTAINERS TO BE USED IN ANY MANNER WHATSOEVER TO LIFT, LOAD, MOVE OR CARRY CARGOES THAT: 3) ARE WRONGLY DECLARED, OR 10 WEIGH IN EXCESS OF THE VISION OF THE ABOVE PROHIBITIONS, THE CONTAINERS HAVE BEEN USED IN BREACH OF ANY OF THE ABOVE PROHIBITIONS, THE NEXT CONVENIENT PORT AND/OR CORRECTIVE MEASURES SUCH AS, BUT NOT LIMITED TO, RESTUFFING INTO OTHER NEXT CONVENIENT PORT AND/OR CORRECTIVE MEASURES SUCH AS, BUT NOT LIMITED TO, RESTUFFING INTO OTHER NEXT CONVENIENT PORT AND/OR CORRECTIVE MEASURES SUCH AS, BUT NOT LIMITED TO, RESTUFFING INTO OTHER NEXT CONVENIENT PORT AND/OR CORRECTIVE MEASURES SUCH AS, BUT NOT LIMITED TO, RESTUFFING INTO OTHER NEXT CONVAINES AND

SANCTIONS AND IMPORT/EXPORT CONTROL LAWS - THE MERCHANT SHALL ENSURE THAT ITS BOOKING AND RELATED SHIPMENT ARE AT ALL TIME COMPLIANT WITH EACH AND EVERY TRADE SANCTIONS AND/OR IMPORT/EXPORT LAWS APPLICABLE TO THE MERCHANT, THE CARRIER OR THE CARRIER ("SANCTIONS"). THE MERCHANT WILL NOT CAUSE THE CARRIER TO BREACH ANY SANCTIONS, INCLUDING BUT NOT LIMITED TO SWISS AND EUR REGULATIONS, AND, WHEN APPLICABLE, US REGULATIONS, LOSE OF ANY FAILURE BY THE MERCHANT TO COMPLY WITH SANCTIONS, THE MERCHANT SHALL INDEMNIFY. DEFEND AND HOLD THE CARRIER, ITS SERVANTS AND ADERTS HARMLESS FROM ANY AND LE MERCHANT SHALL INDEMNIFY. LOSSES, EXPENSES, AND LIABILITIES (INCLUDING ATTORNEYS FEES AND COSTS). THE CARRIER MAY, AT ITS OWN DISCRETION, CANCEL THIS BOOKING, REFUSE LOADING OR DISCRETION, CANCEL THIS BOOKING, REFUSE LOADING OR DISCRETION.

REFFERS AND CONTROLLED TEMPERATURE SHIPMENTS- THE USE OF DRY.VAN CONTAINERS IN LIEU OF REFFER 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 COMBINISATION LOSS OR DAMAGE SUSTAINED SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL OR CONDENSATION LOSS OR DAMAGE SUSTAINED BY REASON OF NATURAL VARRITIONS IN ATMOSPHERIC TEMPERATURES WHETHER THE CARGO WAS CARRIED ON OR INDER DECK. BOOKING PARTY, SHIPPER AND ITS REPRESENTATIVES ARE RESPONSIBLE TO CHECK AND CORRECT THE PRE-SETTINGS OF THE CONTAINER TEMPERATURE PRIOR TO STUFFING, MSC OR ITS AGENT SHALL NOT BE HELD LIABLE FOR TEMPERATURE DAMAGES GENERATED BY HOT STUFFING OR NON-ADJUSTED/WRONG PRE-SETTINGS. SAVE WHERE GOODS ARE CARRIED IN AN OPERATING REFRIGERATED CONTAINER, THE CARRIER HAS NO LIABILITY WHATSOEVER FOR LOSS OR DAMAGE TO THE GOODS CALSED BY VARIATIONS IN ATMOSPHERIC CONDITIONS (E.G., TEMPERATURE, HUMDITY). SHOULD THE CARGO/CONTAINERS BE RELECTED BY AUTHORITIES FURTHER TO A DEVIATION FROM THE SETTING TEMPERATURE, THE CARRIER SHALL NOT ACCEPT ANY THE SETTING TEMPERATURE, THE CARRIER SHALL NOT ACCEPT ANY THE SOLVEN FOR THE SETTING TEMPERATURE, THE CARRIER SHALL NOT ACCEPT ANY THE DAMAGE IS PROVEN BY WAY OF SURVEY REPORT OR LABORATORY ANALYSES; THE MERE DEVIATION OR IMPORT REJECTION NOT CONSTITUTIONS SUCH DEVIATION AND SHALL BEINCURRED FOR ACCOUNT OF THE SOLE MERCHANTS.

HIGH VALUE SHIPMENTS - THE MERCHANTS HEREBY REPRESENT THAT THE CARGO VALUE PER CONTAINER LOAD, DOES NOT 
EXCEED THE SUM OF USD 200 000.00 AND THEY ACKNOWLEDGE THAT THE QUOTATION IS BASED ON THE REPRESENTATION 
THAT THE CARGO VALUE IS LESS THAN USD 200 000. IN THE EVENT THAT THE CARGO VALUE EXCEEDS THE AFOREMENTIONED 
SUM AND THE MERCHANTS FAIL AND/OR NEGLECT TO NOTIFY THE CARRIER IN WRITING PRIOR TO THEIR ACCEPTANCE OF 
THE QUOTATION, THE CARRIER'S LABBLITY SHALL BE LIMITED TO EITHER USD 200 000 OR THE LIMITATION AS PROVIDED FOR 
IN THE CONTRACT OF CARRIAGE, WHICHEYER THE LESSER.

HIGH VALUE COMMODITY MIS-DECLARATION FEE - ANY CARGO WITH A COMMERCIAL VALUE EXCEEDING USD 250,000 (TWO HUNDRED AND FIFTY THOUSAND US DOLLARS) 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 (TWENTY FIVE THOUSAND US DOLLARS), 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.

DANGEROUS AND HAZARDOUS (IMO) CARGOES: 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. THEIR EFFECTIVE LOADING ONBOARD REMAINS SUBJECT TO THE VESSEL MASTER'S ACCEPTATION.

EQUIPMENT POSITIONING AND INSPECTION- QUOTED TIMES AND DATES FOR EMPTY POSITIONING ARE ALWAYS SUBJECT TO EQUIPMENT AVAILABILITY. 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 PICKUP FROM THE DEPOT/TEMBINAL ETHER DIRECTLY OR IN A THEIR TRUCKERS, ANY LATER REFUSAL OF CONTAINER WILL LAUSE FOR ACCOUNT OF THE MERCHANT AND NEITHER MSC NOR ITS AGENT SHALL BE HELD LIABLE FOR THE COSTS OF CHANGING OR REPLACING A CONTAINER THAT WAS 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 CONTAINERS ACCEPTANCE AND NO LIBBLITY SHALL BE BORNE BY MSC OR ITS AGENT FOR COSTS OF EXCHANGING A CONTAINER FOUND WITH HOLES OR CRACKS AT A LATER STAGE.

CONTAINER SEAL(S) - NOTWITHSTANDING THE PROVISION OF CONTAINER SEAL(S) BY THE CARRIER, IT IS THE MERCHANT'S RESPONSIBILITY TO ENSURE THAT THE TYPE OF SEAL AFFIXED TO THE CONTAINER(S) IS COMPLIANT WITH ALL APPLICABLE REGULATIONS. IN THE EVENT THE MERCHANT SHAPE OF SEALS, THE MERCHANT SHALL USE SEALS WHICH ARE COMPLIANT WITH THE LATEST ISO REGULATIONS OR EQUIVALENT SECURITY REQUIREMENTS. THE MERCHANT SHALL INDEMNIEY CARRIER AGAINST ANY LOSS, DAMAGE, LIBILITY OR EXPENSES WHATSOEVER AND HOWSOEVER ARISING, CAUSED BY THE MERCHANT'S USE OF A SEAL WHICH DOES NOT COMPLY WITH THIS PROVISION.

SAILING/ARRIVAL DATES AND TRANSIT-TIME - QUOTED TIMES AND DATES FOR LOADING ARE ALWAYS SUBJECT TO SPACE ONBOARD, POSSIBLE PORTS CONGESTIONS, ADVERSE SEA CONDITIONS, SAFETY AND OPERATIONAL CONSIDERATIONS. ADVERTISED TRANSIT TIMES, SAILING AND ARRIVAL DATES ARE THUS ESTIMATED TIMES ONLY AND SCHEDULES MAY BE ADVANCED, DELAYBE OR CANCELLED WITH THE CARRIER HAVING NO LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF SUCH MODIFICATION.

FREIGHT AND CHARGES - FREIGHT AND CHARGES ARE BASED ON INSTRUCTIONS PROVIDED AT THE DATE OF THIS BOOKING CONFIRMATION AND MAY CHANGE IF THE SHIPPER'S INSTRUCTIONS CHANGE. UNLESS OTHERWISE AGREED IN ADVANCE, THE APPLICABLE TARIFF FOR FREIGHT AND CHARGES FOR THE GOODS IS THE TARIFF IN EFFECT AS AT THE DATE IN CARRIER TAKES POSSESSION OF THE GOODS. ALL QUOTED CHARGES ARE "VATOS" (VALID AT THE TIME OF SHIPPINITY, UNFORESSELE 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. THE MERCHANT IS ADVISED THAT EXTRA CHARGES MAY BE LEVIED BY LOCAL AUTHORITIES IN ADDITION TO THE FREIGHT AND CHARGES LISTED IN THIS BOOKING CONFIRMATION THAT THE CARRIER MAY BE REQUIRED TO COLLECT ON BEHALF OF THE LOCAL AUTHORITIES. UNLESS EXPRESSLY AGREED OTHERWISE, ALL INVOICES ARE PAYABLE IMMEDIATELY, IN THE CURRENCY MENTIONED ON THE INVOICE PREFERING AND WITHOUT HOTHERICTION OR RIGHTS OF RETEXTION OF OF SET-OFF PHATSOEVER. RECEIVED AND WITHOUT DEDUCTION OR RIGHTS OF RETENTION OR OF SET-OFF WHATSOEVER.

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 OR MIGHT BE DESTINED TO OR ORIGINATING FROM MILITARY OR PRAA-MILITARY AUTHORITIES OR THEIR SUPPLIERS, INCLUDING SO-CALLED DUAL-USE CARGO), IT IS MANDATORY TO SUBMIT THE FOLLOWING DOCUMENTS TO MISC PRIOR TO ANY POSSIBLE ACCEPTANCE OF SUCH BOOKING: PACKING LIST, COMMERCIAL INVOICE, MS CODE CONSISTING OF MINIMIMUM 6 DIGITS, FULL DETAILS OF THE MANUPACTURER AND END USER OF SUCH CARGO, COPY OF THE IMPORTERY EXPORTER OF SUCH CARGO, FUNAL DESTINATION OF THE MODITARY ANY CASE OR BOOKING OF MILITARY PARA-MILITARY CARGO CAN BE ACCEPTED WITHOUT MSC HAINING RECEIVED THE PRIOR APPROVAL FROM THE RELEVANT AUTHORITIES. FURTHERMORE, COMPULANCE POLICY REQUIREMENTS OF MSC. MILITARY LAND AUTHORITIES. FURTHERMORE, COMPULANCE POLICY REQUIREMENTS OF MSC. WILL HAVE TO BE ADHERED TO. ANY QUIDATION DISTANCE ON THE BEASS OF INOMPLETE OR INACCURATE INFORMATION AS TO THE NATURE OR VALUE OF THE GOODS SHALL NOT BE BINDING ON MSC AND/O R SHALL BOCK CONSIDERED A MATERIAL BERACH OF CONTRACT, ENTITIONS MSC TO SUSPEND, MODIFY OR CANCEL THE TRANSPORTATION AT MERCHANT'S SOLE RISK AND EXPENSES, AND WITHOUT PREJUDICE TO ANY OTHER REMEDY AVAILABLE TO THE CARRIER.

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 & CODDITIONS) OR ANY APPLICABLE LAW OR REQULATION, WHETHER INTENTIONAL OR OTHERWISE, WILL RESULT IN THE APPLICATION OF A MIS-DECLARATION FEE OF USDS'000D. 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.

PAPERLESS DELIVERY ORDER - MERCHANT EXPRESSLY AGREES THAT IN 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, AIMINING AT ALLOWING US TO TAKE DELIVERY OF THE GOODS. MERCHANT SHALL KEEP THE CARRIER INDEMMIFIED AND FULLY HARMLESS AGAINST ANY LOSS, CLAIM, DAMAGE OR EXPENSE OF WHATSOEVER NATURE ARISING OUT OR IN CONNECTION WITH THE MIS-APPROPRIATION OF SUCH MEANS OF DELIVERY AFTER SAME IS ISSUED TO THE MERCHANT.

DOCUMENTATION POSTAGE - BILLS OF LADING OR SEA WAYBILLS ARE AVAILABLE FOR THE MERCHANT TO COLLECT FROM THE MSC AGENCY OFFICE BUT SHOULD THE MERCHANT REQUEST THEM TO BE SENT THIS SHALL BE AT MERCHANT'S OWN RISK AND EXPENSE

JURISDICTION AND APPLICABLE LAW - ANY SUIT OF THE MERCHANT AGAINST THE CARRIER SHALL BE BROUGHT AND HEARD SOLELY IN THE HIGH COURT OF LONDON, ENGISSH LAW SHALL EXCLUSIVELY APPLY, SAVE FOR SUITS RELATED TO SHIPMENTS FROM OR TO THE UNITED STATES WHICH SHALL BE BROUGHT SOLELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE US LAW SHALL APPLY.

FOR MORE INFORMATION ON THE TERMS OF THIS BOOKING AND OF YOUR TRANSPORT PLEASE CONTACT OUR EXPORT CUSTOMER SERVICE DESK OR CONSULT OUR MSC AGENCY AND MSC CONTRACT OF CARRIAGE TERMS & CONDITIONS AVAILABLE CONJUNE AT WAVE.

## **CLAUSES FOR LOCAL REQUIREMENTS**

Port Of Loading:

Port Of Discharge: B/L must show the following stamp: "DELIVERY OF GOODS TO CUSTOMS OR TO CUSTOMS AGENTS......" (05/08/00) TELEX RELEASE ON SPECIAL FORM, COLLECT B/L CAN NOT BE RELEASED TO SHIPPER, MUST BE CLAUSED ORIGINAL TO BE IUSSUED AT DESTINATION

> IMPORTANT: By picking-up of the equipment detailed in this Booking Confirmation the Merchant confirms that (i) it accepts all the MSC Booking Terms and all the Clauses for Local Requirements above and (ii) that all the information in this document is accurate.

MSC JAPAN

msc.com