

# USE OF ISO 17712 COMPLIANT SEALS

MSC IS A PARTNER IN CTPAT.

MSC would like to remind our business partners of our policy regarding the mandatory use of ISO 17712 compliant High Security Seals (HSS) on all full containers transported by MSC.

As a best practice, we recommend shippers take clear photographs of the following items when preparing their shipments:

- The cargo stuffed inside the container prior to closing the container doors;
- Container doors closed, with the container number clearly visible
- A close-up of the seal showing the seal number legibly, prior to affixing to the container; and lastly,
- The seal properly affixed to the inner right locking hasp or lower right locking rod cam





## Booking Confirmation

SHIPPER GLOBAL SHIPPING & FREIGHT  4815 E BUSCH BLVD STE 201 Tampa, FL		DOCUMENT No.      Booking #:EBKG04625617	
		FORWARDING AGENT - REFERENCES	
VESSEL AND VOYAGE NUMBER MSC YASHI B MC301R		CARGO SUPPLIER	
PLACE OF RECEIPT	PORT OF LOADING LOS ANGELES, CA		
PORT OF DISCHARGE SANTOS, BRAZIL	PLACE OF DELIVERY	SERVICE CONTRACT NUMBER	Q00022120032722
LIVE LOAD:		Port 1st Receiving Date	27-Dec-2022      Port Cut-off Date      02-Jan-2023 02:00 PM
		ETD POL Date:	08-Jan-2023      ETA POD Date:      23-Feb-2023
		SI Cut Off Date:	30-Dec-2022 12:00PM      VGM Cut Off Date:      02-Jan-2023 12:00PM
		Haz Mat Cut Off Date:	30-Dec-2022 04:00PM      Auto Cut Off Date:      02-Jan-2023 02:00PM
		ALL TIMES INDICATED ABOVE ARE IN LOCAL TIME FOR THE POL OR RAMP LOCATION .	

REQUESTED / ASSIGNED CONTR #	DESCRIPTION Hazardous Info:	APPOINTMENT DATE	INTERMODAL COMMENTS	PICK UP DATE PICK UP EMPTY	DROP OFF LOADED
2	40' HIGH CUBE  Aluminium waste and scrap			West Basin Container Terminal 2050 John S. Gibson Blvd.	WEST BASIN CONTAINER TERMINAL (WBCT) , Los Angeles

Dear customer,

As of July 2, 2008, the US Census Bureau & US Customs Border Protection (USCBP) require mandatory filing of export information through the Automated Export System (AES) for all shipments at least 24 hours prior to the vessel arrival at the Port of Loading. In order to safely prepare the vessel stow plan, MSC has decided to institute a deadline for the AES ITN and MASTERS.

MSC will not load cargo without proof of a filing citation, exemption or exclusion.

If not received, MSC will be forced to roll over your cargo to the next available vessel. In this case, roll over and demurrage charges (where applicable) will apply.

You should submit your Master B/L containing the AES# or exemption legend in the following way :

- www.myMSC.com (Free of Charge)
- EDI or Manually (via INTTRA) (3rd Party Fees may Apply)
- Email to US038-manualshippinginstructions@msc.com (\$75 fee per bill of lading applies)

Please do not send your revised instructions or amendment to US038-manualshippinginstructions@msc.com which it reserved strictly for new AES or MASTER B/L submissions.

If a revision is needed please contact your local Port of Loading documentation representative for further instructions.

Note: this port is a "NO DOCS NO LOAD" port.

Full Master B/L instructions are required: Dummy Bill of Lading Fee may apply in case incomplete/incorrect Master B/L is submitted

\$200 re-handling / rollover fee (per rehandle, to be confirmed by terminal) per ctr, \$50 late aes filing fee per bkg and all applicable demurrage charges.

PLEASE CONTACT MSC WITHIN 48 HOURS IF ANY CORRECTION TO THIS BOOKING IS NECESSARY

If you should have any questions, please contact [us038-chslatambookings@msc.com](mailto:us038-chslatambookings@msc.com)

To track and trace your containers please visit our website at: [www.mscgva.ch/tracking](http://www.mscgva.ch/tracking)

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**Booking Confirmation**

Please be informed that MSC has implemented the use of a new B/L format. We suggest that you read the terms and conditions since some of the clauses have been changed.

EMPTY PICK UP & RETURN INFORMATION: APM TERMINALS, 2500 NAVY WAY, TERMINAL ISLAND, CA 90731, TEL (310) 221 - 4000

**IMPORTANT:**

MSC will not provide Clean trucks for door deliveries or rail moves that travel on an Off dock basis.

Requirements and Registration to claim and pay for the Clean Truck Fee can be located through the following link: <http://www.portcheck.org>

FOR REEFER CARGO please make sure trucker contacts [USA-equipment.team@msc.com](mailto:USA-equipment.team@msc.com) 2 working days before attempting empty pick up to confirm release/location and to ensure reefers are pre-tripped and ready.

**TERMINAL MITIGATION FEE / PIER PASS:**

As of July 23, 2005 the Beneficial Cargo Owners (BCOs) companies are responsible for the payment of the Traffic Mitigation Fee (TMF), also known as the Pier Pass, for import and, or export containers that move during peak hours.

In order to pay the TMF your company must register an account.

All of the information is available on their website <https://www.pierpass-tmf.org>

PER BRAZILIAN CUSTOMS SYSTEM (SISCOMEX CARGA) AND EFFECTIVE IMMEDIATELY, SHIPPERS MUST PROVIDE CPNJ and NCM/HARMONIZED CODE INFORMATION AT TIME OF BOOKING FOR ALL CARGO DESTINED TO BRAZIL. MASTER B/L INSTRUCTIONS MUST CONFIRM SAME AND INCLUDE CARGO VOLUME, WEIGHT AND PACKAGE TYPE. CORRECTIONS WILL NOT BE ACCEPTED LATER THAN 72 HOURS PRIOR TO VESSEL ARRIVAL AT THE FIRST BRAZILIAN PORT OF CALL. ANY CORRECTIONS MADE PRIOR TO THAT WILL RESULT IN A CORRECTION FEE. FAILURE TO PROVIDE SAID INFORMATION MAY RESULT IN CONTAINERS WITHHELD AT POL OR T/S PORT, WITH ALL EXPENSES INCLUDING BUT NOT LIMITED TO STORAGE, DEMURRAGE AND REHANDLING OF CONTAINERS ON SHIPPERS ACCOUNT.

ANY B/L MISSING MANDATORY INFORMATION FOR CARGO THAT ARRIVES IN BRAZIL MAY BE DETAINED OR REJECTED BY BRAZILIAN CUSTOMS. MSC DECLINES ANY RESPONSIBILITY ARISING FROM NON-COMPLIANCE OF SAID PROCEDURE AND RESERVES THE RIGHT TO ASK SHIPPERS TO INDEMNIFY MSC FOR ANY EXTRA COSTS OR EXPENSES WHICH MIGHT INCUR.

"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 THE BRAZILIAN CUSTOMS REGULATIONS"

**VGM:**

In application of the SOLAS regulation effective July 1st 2016 it is the Merchant's responsibility to obtain, document the Verified Gross Weight (VGM) of a packed container to the Terminal operator and the Carrier regardless of derivative method used.

The Merchant (or the Responsible party he nominated) may use the method of its choice to comply with the regulation.

MSC USA does not provide VGM scale facility. By utilizing the "Terminal Weighing Approach", the Merchant nominates the terminal as its "Weighing Agent", and therefore accepts services & charges directly from them. Any inquiry into those services should be addressed to the terminal directly.

Should the Merchant request to have their own VGM applied, such must be provided to the Terminal operator and the Carrier before Noon local POL time the day of the cargo cut-off .

Any Shipper of Record signed VGM will override any VGM derived at or by the terminal.

All costs and consequences flowing from the failure of Merchant to comply with the regulation shall be for Merchant's account.

Further details may be found at: <https://www.msc.com/getattachment/6dc0b0de-4509-4966-93b0-df990929c4b8/636203565049276064>

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MSC will not Load any Containers with the following prefixes TDIU, HDXU, IRSU, BANU and FURU to any destination . If a container with one of these prefixes is deliver to the Port /rail ramp all charges and the removal of the unit, will be for the account of the shipper.

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TOTAL 20'S

TOTAL 40'S 2

TOTAL 45'S

TOTAL 48'S

TOTAL 2

Closing Date Rail :

Closing Date Yard : 01/02/2023

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
Ad Valorem Charges if Any:				

TRUCKER

DATE BOOKING TAKEN 12/20/2022

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**Booking Confirmation****Terms & Conditions**

<p><b>A. Contract of carriage-</b> MSC USA acts as agent for and on behalf of MSC Mediterranean Shipping Company s.a. (the "Carrier", "MSC") only. This booking confirmation formalizes the freight contract concluded between the parties defined as "Merchant" in the MSC Bill of Lading/ Sea Waybill Terms &amp; Conditions (found at <a href="http://www.msc.com/che/contract-of-carriage">www.msc.com/che/contract-of-carriage</a> and <a href="http://www.msc.com/che/contract-of-carriage">http://www.msc.com/che/contract-of-carriage</a>) and MSC. As a consequence, each Merchant becomes jointly and severally obligated and bound by the terms of the contract of carriage. The contract of carriage incorporates, and all services of the Carrier are subject to, the Carrier's Terms &amp; Conditions, the present booking terms, and the local agency terms &amp; conditions at ports of loading, transshipment and discharge. The freight contract is agreed on strict FCL-FCL terms.</p> <p><b>B. Cargo's description and weight</b> - Booking party and shipper are responsible for and have to recheck all information provided concerning description of goods, hazardous (IMO) cargoes, reefer and out of gauge (OOG) details as well as for the correctness of weights indicated. The information furnished on this booking confirmation will serve as basis for the issuance of the bill of lading/sea waybill.</p> <p>Any discrepancies, inaccuracies or missing details must be notified to the carrier without delay. Any inconsistencies 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. The verified/declared total weight must include any packaging and any packing materials used to secure the cargo in the container and for each container separately. 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. MSC does not permit its containers to be used in any manner whatsoever to lift, load, move or carry cargoes that:</p> <ol style="list-style-type: none"><li>Are wrongly declared, or</li><li>Weigh in excess of the VGM or commercial / manifest weight declared, or</li><li>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, re-stuffing 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.</li></ol> <p>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.</p>	<p><b>C. Sanctions and import/export control laws</b> - 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 cargo ("sanctions").</p> <p>The merchant will not cause the carrier to breach any sanctions, including but not limited to swiss and EU regulations, and, when applicable, US regulations. In case of any failure by the merchant to comply with sanctions, the merchant shall indemnify, defend and hold the carrier, its servants and agents harmless from any and all claims, demands, costs, losses, expenses, and liabilities (including attorneys' fees and costs). The carrier may, at its own discretion, cancel this booking, refuse loading or discharge or otherwise take any action needed to ensure compliance with sanctions at merchant's cost, risk, and expense.</p> <p><b>D. Reefers and controlled temperature shipments-</b> 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 sustained by reason of natural variations in atmospheric temperatures whether the cargo was carried on or under deck.</p> <p>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 caused by variations in atmospheric conditions (e.g., temperature, humidity).</p> <p><b>E. Dangerous and hazardous (IMO) cargoes-</b> Dangerous or hazardous goods have been accepted by the carrier in reliance of the merchant's notice of their full and true nature.</p> <p>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 acceptance.</p> <p><b>F. Equipment positioning and inspection-</b> 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/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 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 container's acceptance and no liability shall be borne by MSC or its agent for costs of exchanging a container found with holes or cracks at a later stage.</p> <p><b>G. Container seal(s)</b> - It is the carrier's policy that all full shipments transported by the carrier, that are capable of being sealed, be secured with a High Security Seal that meets or exceeds the most current ISO 17712 standard. It is the Merchant's responsibility to affix, upon stuffing of cargo inside the containers, seals on the container doors, in compliance with the policy and all applicable regulations. The Merchant shall indemnify the Carrier against any loss, damages, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision.</p>
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- H. 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 consideration. Advertised transit times, sailing and arrival dates are thus estimated times only and schedules may be advanced, delayed or cancelled with the carrier having no liability for any direct, indirect or consequential damages or losses sustained as the result of such modification.
- I. 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 the carrier takes possession of the goods. All quoted charges are "VATOS" (valid at the 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. 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 received and without deduction or rights of retention or of set-off whatsoever.
- J. 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.
- K. Late Customs Declaration Fines** - When it is the Merchant's responsibility to file customs declarations and the Carrier is fined in consequence of the Merchant's late, incomplete or erroneous filing the Merchant shall indemnify the Carrier for the fine and for all costs, losses and expenses whatsoever incidental thereto.
- L. 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.
- M. Jurisdiction and applicable law** - Any suits of the merchant against the carrier shall be brought and heard solely in the high court of London, English 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.
- N. 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 USD 25,000.00 (Twenty five thousands 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.
- O. Military cargo:** For any intended booking regarding the shipment of military and/or para-military cargo (defined in the broadest sense as without limitation, (i) any commodity on the US Munitions List or on the Wassenaar Arrangement Dual List Categories, (ii) any commodity which by its design or characteristics, is on any similar list applicable to the Carrier, including so-called dual-use cargo, and (iii) any commodity consigned to a firearms or munitions manufacturer, or to any state police or defense ministry or equivalent entity), (iv) as well as sport-weapons and military exhibition related cargo it is mandatory to submit the following documents to MSC as a condition precedent for 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, technical or safety data sheet of the Goods, copy of the import license and/or export license of the importer/exporter of such cargo any other relevant authorization, final destination of the Goods. The Merchant must specifically notify any military or para-military shipment to the Carrier before the release of the Carrier's equipment. No booking of military / para-military cargo can be accepted without MSC having received the prior approval from the relevant authorities. Furthermore, the compliance policy requirements of MSC must be adhered to. Any booking or quotation obtained on the basis of incomplete or inaccurate information as to the nature or value of the cargo 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 at the Merchant's sole risk and expenses, and without prejudice to any other remedy available to the Carrier. The Merchant shall indemnify the Carrier against any and all claims, losses, costs, expenses and liabilities of any nature whatsoever arising from or in connection with the failure to comply with those provisions. MSC shall be entitled to apply a charge equal to 25% of the value of the cargo actually found in the container (as assessed through commercial invoice or as per market value) for any misdeclaration of said commodity with a minimum of USD 5,000 for any misdeclaration in relation to military and/or para-military shipment, including but not limited to misdeclaration of any commodity listed on the US Munitions List or on the Wassenaar Arrangement Dual List Categories. This charge shall be levied without prejudice to the Cargo Mis-Description fee and any other applicable charges.
- 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 online at [www.msc.com](http://www.msc.com) <<http://www.msc.com>>**

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