MACS SPECIAL TRADING TERMS AND CONDITIONS

All expressions, unless the context otherwise requires, shall have the meaning as stated and defined within the “MACS Trading Terms and Conditions” or the “MACS Trading Terms and Conditions for Sea Waybills” whichever is applicable for this shipment and which can be viewed on http://www.macship.com/TERMS.aspx.

36. CANCELATION OF CARGO BOOKING / DEADFREIGHT
Notwithstanding anything contained in the MACS bill of lading or in its General Trading Conditions any cargo booked but not loaded except by reason of a default by MACS, the shipper and /or agent shall nevertheless be liable to pay MACS the sum equivalent to what would have been paid had the cargo been loaded.

37. ECS European Export Control System // 24 hours Customs Rule
The Carrier has to comply with the ECS European Export Control System notification rules. Particular attention is given to the 24-hour rule, requiring submission of container and Ro-Ro cargo details to European Customs in full 24 hours after vessels’ sailing from European port of loading.

The Charterers/Shipper’s shall provide all necessary information to the Carrier and/or their agents to enable the Carrier to submit a timely and accurate cargo declaration. This requires that shipping instructions be submitted in full as instructed by the Carrier and/or their agents, but in any case no later than 48 hours prior to the vessels commencement of loading. Unless specifically otherwise agreed, all cargo shall be considered CQD (Customary Quick Despatch) both ends and non-availability of cargo or late submission of documentation shall be not considered as CQD and detention at prorate rate will be applicable.

The Shipper/Charterer/Merchant/Cargo interest shall assume liability for and shall indemnify, defend and hold harmless the Carrier against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers/Shipper’s failure to comply with any of the provisions of this clause. Should such failure result in any delay then, ship will have option sail without cargo and full deadfreight will be raised or alternatively time lost due to Charterers’/Shippers failure to comply with this clause.

Time to count as laytime, or, if the Vessel is already on demurrage, time will continue to count on demurrage as per applicable charter party or applicable tariff.