

MACS SPECIAL TRADING TERMS AND CONDITIONS FOR CONTAINER SHIPMENTS

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>.

CONTAINER TARIFF

All container shipments underlay the applicable tariff of the Carrier which can be viewed on <http://www.macship.com/CHARGES.aspx>

CONTAINER SEALING

All shippers packed containers must be secured by high standard safety seals as per the instruction given by the carrier.

This "Container Sealing Requirement" can be viewed on:

<https://www.macship.com/Portals/0/Downloads/Container%20Sealing%20Requirements.pdf>

Any insufficient or incorrect placed seal will be replaced by the Carrier according to the tariff of the terminal and deemed to be for Shipper's/Merchant's account.

IMO / SOLAS VERIFIED GROSS MASS (VGM)

As per IMO/SOLAS regulation the Shipper/Merchant is responsible to provide a verified gross mass (VGM) to the carrier for each export container prior to shipment in accordance with local deadlines applicable. Any damages/costs/charges/finest/short shipments whatsoever caused by non-compliance with this clause deemed to be for the Shipper's/Merchant's account.

If by order of the authorities at any place, a Container has to be rechecked or reweighted, the Carrier will not be liable for any loss, damage, short shipment or delay incurred as a result of such inspection or reweighing. The Carrier shall be entitled to recover the cost and consequential costs of such inspection and reweighing from the Merchant.

SHIPPERS OWNED CONTAINER SHIPMENT

The Merchant undertakes that the shippers owned containers (SoC) have been undergone an initial security inspection and subsequent controls in compliance with the terms of the International Convention for Safe Containers (CSC) and that the CSC validity will exceed 3 month at the time of provision to the Carrier or are operated under Approved Examination Program (ACEP) of the exporter or owner/operator of the containers.

For all SoC the Shipper/Merchant is responsible to provide a duly filled and signed "Shippers Own Container Request Form" ("SoC- Request Form" - which can be viewed on:

https://www.macship.com/Portals/0/Downloads/Shippers_Own_Request_Form.docx) prior to delivery of the SoC to the designated export terminal. If the form is incorrectly or not filled during that time the carrier has the right to refuse the shipment of the SoC. The Carrier shall be entitled to recover the cost and consequential costs from the nonshipment including but not limited to deadfreight from the Merchant.

The Merchant has to indemnify the Carrier, its agents and subcontractors against any loss or damage which may arise including but not limited to any claims, damages to vessel or other third party property, loss of life/personal injury, fines or tax penalties due to any non-compliance with CSC, ISO or TIR standards or by any structural deficiency of the SoC

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or contents thereof including but not limited to latent defect as well as false and/or incorrectly completion of this Shippers Own Container Request Form.

It is herewith agreed that the SoC is treated as part of the cargo description in the relevant Bill of Lading. If any loss or damage occurred to the SoC any liability of the carrier whatsoever will be subject to the same defences, exemptions, exclusions and limitations of liability as applicable to the cargo as per the terms of the respective Bill of Lading.