



MEDITERRANEAN SHIPPING COMPANY S.A.

## BOOKING CONFIRMATION

Booking Number:

Date and Time:

EBKG00868931

24-SEP-20

Terms and conditions of the Carrier's Bill of Lading or Sea Waybill  
("Contract of Carriage" - available at <https://www.msc.com/che/contract-of-carriage>)  
apply as from the issuance of this Booking Confirmation as if incorporated by reference.

## 1) Parties and Contract Terms

This Booking Confirmation forms a contract between the Carrier and the Merchant as defined in the Contract of Carriage.

## 2) Description of Goods (see clauses 14 and 15 of the Contract of Carriage)

Should the description of the Goods provided at the time of booking or as amended be inaccurate, the Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever.

## 3) Goods, Packing and Container Weights:

(a) 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.

(b) Goods include any packaging and any packing materials used to secure the cargo in the Container. 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. The weight of packaging and packing must be included in the total weight declared for each Container.

(c) Incorrectly declared weights of Goods directly affect the safety of the Vessel and all persons involved in the transportation of the Goods and the Merchant must take care to properly evaluate the weight of the Goods.

(d) Overloaded Containers are not permitted to be carried by law and the Merchant must not exceed the maximum weight limit indicated on each Container.

If the Merchant fails to comply with these provisions the Carrier reserves the right to deal with such Goods as it sees fit including but not limited to not loading the Goods, stopping Goods in transit, discharging at the next port and/or repacking them and levying extra charges, and the Merchant is strictly liable to indemnify the Carrier for all costs, losses, delays, damages, fines, increased charges and any other consequences whatsoever arising.

## 4) Freight and Charges

Freight and charges are based on the 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. The Carrier reserves the right to amend the freight and charges if the Carrier's tariff changes after the date hereof up until the Carrier takes possession of the Goods.

## 5) Use of Booking Agents

Where the Merchant uses a booking agent, the Merchant warrants that the booking agent has the authority to enter into this contract, receive original bills of lading and provide confirming instructions to the Carrier, until the Merchant advises the Carrier otherwise in writing.

## 6) Damage to Cargo Due to Atmospheric Conditions

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).

## 7) Container Seal(s)

Notwithstanding the provision of Container seal(s) by the Carrier, it is the Merchant's responsibility to ensure the type of Seal affixed to the Container(s) is in compliance with all applicable regulations.

## 8) 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.

## 9) Extra Charges

The Merchant is advised that extra charges may be levied by local authorities in addition to the freight and charges listed on Page 1 or described in the Carrier's tariff and payable before the Goods can be delivered. The Carrier may be required to collect the extra charges on behalf of the local authorities.

## 10) Sanctions and Import/Export Control Laws

It is the Merchant's responsibility to ensure that this Booking Confirmation complies with all applicable trade sanctions and import/export control laws ("Sanctions"). The Merchant is strictly liable to indemnify the Carrier for all costs, losses, damages and consequences whatsoever arising out of any failure by the Merchant to comply with Sanctions. Carrier reserves the right to ensure compliance with Sanctions applicable to the Carrier.

## 11) Sending of Bills of Lading and Sea Waybills

Bills of Lading or Sea Waybills will be available for the Merchant to collect from the MSC Agency office, but should the Merchant request them to be sent, this shall be at the Merchant's own risk and expense. Carrier and MSC Agency accept no liability whatsoever.

## 12) Mode of Transport, Vessel, and Voyage Number

The information provided in these fields is anticipated at the time of the booking. Carrier reserves the right to change any of them.

## 13) 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.

## 14) Contract of Carriage

The information furnished on this Booking Confirmation will be used to issue the Contract of Carriage.

Signature, date and stamp (subject to local requirements):

Person in Charge:

Tel.:

e-mail:

## CLAUSES FOR LOCAL REQUIREMENTS

VGM cut off Date :

"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 destined to or originating from military or para-military authorities, including so-called dual-use cargo), it is mandatory to submit the following documents to MSC prior to any possible 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, copy of the import license and/or export license of the importer/exporter of such cargo, final destination of the goods. In any case no booking of military/para-military cargo can be accepted without MSC having received the prior approval from the relevant Authorities. Furthermore, compliance policy requirements of MSC will have to be adhered to. Any quotation obtained on the basis of incomplete or inaccurate information as to the nature or value of the goods shall not be binding for MSC and/or will be considered a material breach of contract, entitling MSC to suspend, modify or cancel the transportation at Merchant's sole risk and expenses"

Carrier has no liability or responsibility whatsoever for thermal loss or damage to the goods by reason of natural variations in atmospheric temperatures during the winter period, and / or caused by inadequate packing of the Goods for carriage in dry-van containers, and / or inherent vice of the Goods, in such temperatures

service Type : FCLFCL

Freight Payable at:


Numbers of Bills Of Lading

Original : 0

Copies : 3

For MSCT use

Date 24-SEP-20 Signature

 <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b> <small>("Carrier")  MSC Agency Country: City: TIN: 100-240-270 VRN: 10-012009-D  Address: P.O. BOX 63039 DAR ES SALAAM, TANZANIA  Tel.: +255222851661 e-mail: TZ060-info.tzdar@msc.com</small>		BOOKING CONFIRMATION			
SHIPPER / EXPORTER: <b>AVIV TANZANIA LIMITED</b> P. O. BOX 1891  Tel.: Fax: e-mail:		Booking Number: <b>EBKG00868931</b>		Date and Time: <b>24-SEP-20</b>	
CONSIGNEE (if known): <b>OLAM INTERNATIONAL LIMITED</b> C. O. C. STEINWEG SUD-WEST-TERMINAL, GMBH AND CO KG AM KAMERUNKA 5D-20457  Tel.: Fax: e-mail:		Nbr of Continuation Pages (if any): <b>1</b>		Nbr of Reefer Pages (if any): <b>XXX</b>	
NOTIFY PARTY (if known):   Tel.: Fax: e-mail:		B/L or Sea Waybill Number (if known):		Service Contract Number (if known):	
BOOKING PARTY (if different from Shipper/Exporter): <b>ISUMBA MARITIME SERVICES LIMITED</b> HARBOUR VIEW TOWERS AMORA / MISSION P. O. BOX 70329, DAR ES SALAAM, TANZANIA, UNITED REPUBLIC OF,  Tel.: 07158973111 Fax: e-mail: peter.charles@ebmaritime.co.tz					
EMPTY CONTAINER PICKUP LOCATION:		PICKUP DATE:		EARLIEST DATE FOR GOODS DROP-OFF:	
PRE-CARRIAGE MODE OF TRANSPORT:		SHIPPING INSTRUCTIONS CLOSING DATE: <b>09-OCT-20</b>			
PLACE OF RECEIPT (Combined Transport):		PORT OF LOADING: <b>DAR ES SALAAM</b>		PORT OF DISCHARGE: <b>HAMBURG</b>	
VESSEL & VOYAGE NO.: <b>MSC MARIA LAURA/OM037R</b>		E.T.D.: <b>08-OCT-20</b>		E.T.A.:	
		<small>The E.T.D. / E.T.A. are estimates only - subject to change without notice.</small>		ON-CARRIAGE MODE OF TRANSPORT:	
<small>Full and complete details of Consignee and Notify Parties (full name, address, telephone number, email and fax if available) must be provided or delays may occur and extra costs and charges may be incurred.</small>					
<small>Any Container(s) accepted/returned on dates other than agreed will be subject to detention/demurrage/storage/charges. The carrier reserves the right to cancel this booking should the Container(s) not be loaded/picked-up on the dates agreed.</small>					
CARGO DESCRIPTION FURNISHED BY THE SHIPPER					
Qty of Containers	Equipment Type	Description of Packages and Goods - Harmonised System (H.S.) Code <small>(Continued on attached Continuation Page(s), if applicable)</small>		Gross Cargo Weight	Measurement <small>(always required for out-of-gauge cargo)</small>
5	20DV	Commodity : 0901 Commodity Description : COFFEE Count of Package : 320 Package : BAG		19200	
		Commodity : 0901 Commodity Description : COFFEE Count of Package : 320 Package : BAG		19200	
		Commodity : 0901 Commodity Description : COFFEE Count of Package : 320 Package : BAG		19200	
		Commodity : 0901 Commodity Description : COFFEE Count of Package : 320 Package : BAG		19200	
DECLARED VALUE:		DANGEROUS GOODS (Y/N): <b>No</b>		TECHNICAL NAME:	
				IMO CLASS:	
				U.N. NUMBER:	
				FLASHPOINT:	
FREIGHT & CHARGES: <small>Charges not listed are subject to the Carrier's standard tariff unless otherwise agreed in advance (see also Clause 4 on Page 2).</small>					