

## **SEA WAYBILLS NOTICE TO SHIPPERS**

You, as the Shipper or as Agent for and on behalf of the Shipper, have requested that your consignment be carried on our lines against issuance of Sea Waybill(s) (also known as “Express Bills”).

We wish to hereby draw your attention on some specificities of this type of contract of carriage. Unless You formally notify us of your disagreement within 5 working days of receipt of this notice, this notice shall establish a formal understanding between You and MSC which shall be valid for any subsequent Sea Waybill shipment:

1. Without presentation of the relevant Sea Waybill, but merely upon proof of identification, the cargo shall be released to the party named by You as “Consignee” on the Sea Waybill. Presentation of the relevant Sea Waybill shall not constitute proof of identification.
2. You shall advise Consignee that he will be required to provide MSC with a signed acceptance of Carrier’s Sea Waybill Terms and Conditions of carriage as a pre-requisite to cargo delivery.
3. Should You be acting as agent for or on behalf of a principal Shipper, You accept that You are a “Merchant” as defined in MSC’s Sea Waybill Terms and Conditions.
5. Irrespective of the otherwise agreed terms regarding payment of the Freight and charges, You shall remain ultimately responsible for the settlement of all sums due to MSC.
6. If You request that the shipment is delivered to a consignee or to a place other than that named on the issued Sea Waybill, you agree to be governed by, follow and comply with MSC’s then current amendment procedures, which shall include the return of all issued Sea Waybill copies. If one of them is lost You must provide a duly signed Letter of Indemnity as per Carrier’s standard wording (available on request). You further undertake to indemnify the Carrier, its Agents, Servants, Subcontractors and the Owners of the carrying vessels against all claims, liabilities, losses, costs and expenses arising from or in connection with your request.
7. Upon your acceptance of the Sea Waybill draft, You further acknowledge that the contract of carriage is thereby concluded and Carrier’s standard Sea Waybill Terms & Conditions agreed (same are also available online on MSC’s website at <https://www.msc.com/en/carrier-terms>).

Yours faithfully,

**MSC MEDITERRANEAN SHIPPING COMPANY S.A.**