

### MEDITERRANEAN SHIPPING COMPANY (AUST) PTY LIMITED A.B.N. 12003760638

as agent for MSC Mediterranean Shipping Company S.A. (MSC)

# **Import Delivery Order**

**Date:** 18/12/2015 **Time:** 11:46:54AM

Consignee			Bill Of Lading Number :			
			Container Number	Туре	Seal No.	Gross Container Weight
Discharging Vessel & Voyage	Arrival Date		Port of Load	Port o	f Discharge	Final Destination
Hazardous Info:		Container Place of Availability				
Reefer Info:			Status:			
Over Dimension Details :			E-IDO PIN NUMBER:			
Signature of issuits of Shipping COMPANI (AUST.) PTY. LIMITED AS AGENTS ABN 12 003 760 638			Signature of driver (Container received in apparent good order)			
Date of Issue  Shipping Company/Agent to overstamp these 2 items of information		<u>OR</u>	Container received damaged-refer damage report			
Transport Co. Truck Co.			Date		Time	

MEDITERRANEAN SHIPPING COMPANY (AUST) PTY LTD acts, unless expressly indicated otherwise, always on behalf and in the name of MSC Mediterranean Shipping Company S.A. (the "Carrier"). The Contract of Carriage and all services of the Carrier are subject to the Carrier's Terms and Conditions (either, when a bill of lading is issued subject to the "BL Standard Terms & Conditions", or, in all other cases subject to the "Sea Waybill Terms & Conditions"), the booking terms and the local Agency Terms & Conditions at the ports of Loading, transshipment and discharge.

- MSC or Carrier means MSC Mediterranean Shipping Company S.A.,12-14 Chemin Rieu, 1208 Geneva, Switzerland.
- MSCA means MEDITERRANEAN SHIPPING COMPANY (AUST) PTY LTD, 15 McCabe Street, North Fremantle, Western Australia, Australia including all its branch offices in Australia and acting as agent of MSC Mediterranean Shipping Company S.A. only.
- Merchant includes the Booking Party, Shipper, Consignee, holder of a Bill of Lading, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or the corresponding Bill of Lading or anyone acting on behalf of this Person and when the context so requires means those persons jointly and severally.
- 1. Your goods, shipped under the Bill of Lading or Sea Waybill referred to in the Import Delivery Order, are or shortly will be available for collection at the Container Place of Availability noted in same. If your goods are not collected within three (3) days of the date of availability, MSC reserves the right to place them in bond storage at your risk, and expense. You must then pay all storage and associated charges before taking delivery of your goods. If after 30 calendar days from the date of discharge the goods have not been collected, MSC may exercise its rights under the Bill of Lading to dispose of the goods to recover any outstanding charges.
- 2. For your convenience, as an additional service beyond the physical carriage of the goods, and strictly on the terms set out in this doctument, the Arrival Notice, and the Brill of Lading and/or Sea Waybill, as applicable, except insofar as inconsistent with this agreement, you may make use of MSC's container, free of charge, for the maximum period set out below commencing on and including the day after the date of discharge as the first free day. This is defined as the "Hire Free Period", your collection of the container will signify your acceptance of the terms of the offer contained in this document for the use of the container.
- 3. Ultimately, the empty container must be returned to the container depot specified below, clean, undamaged, and completely free of cargo residues, chemicals, Dangerous Goods labels (in accordance with applicable regulations), furnigation labels, stowage aids and lashings. Pailure to comply with this requirement may result in the container being rejected by the depot, or in action being taken against you to recover the costs of repairs, cleaning, disposal of residue/contamination and any other costs arising as a result, including fines imposed by authorities, recovery costs and interest.
- 4. You are liable for and shall indemnify MSC for all costs, loss and damages arising from any accidents or incidents involving the container provided to you under this agreement which cause injury or death of persons or loss of or damage to property. MSC makes no warranties, express or implied with respect to the condition of the container (including any accessory equipment) or its fitness for any particular purpose.
- 5. After the Hire Free Period, you have the option of retaining the container, and the container has not been returned to the location specified below MSC may. (a) demand the immediate return of the container; and / or (b) elect to proceed with legal action to recover the container, or the replacement value as recorded in the books of MSC, in addition to all accrued container hire and administration charges. Failure to pay invoiced container hire charges and replacement costs may result in legal proceedings. This responsibility, including in respect of legal and court fees and collection expenses, at all times remains jointly and severally with the parties comprising the Merchant under the Bill of Lading and/or Sea Waybill, and with the person by whom or on whose behalf the container is collected, notwithstanding delegation of container collection or transportation to a third party contractor.
- 6. Please note containers are the property of MSC and that time is of the essence in relation to the return of empty containers
- 7. A total of 7 (Seven) free calendar days including the day after the date of discharge (day one) is allowed for all containers. The empty container must be returned clean and undamaged to the return location nominated on this notice. After the elapse of free time, container hire charges as set out below will apply (exclusive of GST Goods and Services Tax).
  Below container hire charges are effective 1 January 2016

Container Type	Free Days	1st Period	Rate for each day thereafter
20ft Dry	7 Calendar Days	7 Calendar Days A\$75 per Calendar Day	A\$110 per Calendar Day
40ft Dry	7 Calendar Days	7 Calendar Days A\$120 per Calendar Day	A\$200 per Calendar Day
40ft High Cube Dry	7 Calendar Days	7 Calendar Days A\$120 per Calendar Day	A\$200 per Calendar Day
20ft Special	7 Calendar Days	7 Calendar Days A\$70 per Calendar Day	A\$160 per Calendar Day
40ft Special	7 Calendar Days	7 Calendar Days A\$140 per Calendar Day	A\$300 per Calendar Day
20ft Reefer	7 Calendar Days	6 Calendar Days A\$100 per Calendar Day	A\$200 per Calendar Day
40ft Reefer	7 Calendar Days	6 Calendar Days A\$200 per Calendar Day	A\$400 per Calendar Day

8. The above rates and/or policy may be varied at MSC's discretion and will incur GST. For any enquires please contact your local port agent.

Please Return Empty Container death of the following Pepot: without limitation, weekends and holidays. The above rates and/or policy may be varied at MSC's discretion and will incur GST, for any enquires please contact your local port agent.



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Consignee		Bill Of Lading Number :		
		Container Number	Type Seal No.	Gross Container Weight
Discharging Vessel & Voyage	Arrival Date	Port of Load	Port of Discharge	Final Destination
Hazardous Info:		Container Place of Availability		
Reefer Info:		Status:		
Over Dimension Details :		E-IDO PIN NUMBER:		
Signature of issuming difficult IPPING COMPAN MEDIATURE OF ISSUMING AS AGENTS (AUST.) PTY. LIMITED AS AGENTS ABN 42 003 760 638	Ť	Signature of driver (C	Container received in ap	oparent good order)
Date of Issue	<u>OR</u>	Container received da	amaged-refer damage	report
Shipping Company/Agent to overstamp these 2 items of	information			
Transport Co. Truck Co.		Date	Time	
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- 1. Your goods, shipped under the Bill of Lading or Sea Waybill referred to in the Import Delivery Order, are or shortly will be available for collected within three (3) days of the date of availability, MSC reserves the right to place them in bond storage at your risk and expense. You must then pay all storage and associated charges before taking delivery of your goods. If after 30 calendar days from the date of discharge the goods have not been collected, MSC may exercise its rights under the Bill of Lading to dispose of the goods to recover any outstanding charges.
- 2. For your convenience, as an additional service beyond the physical carriage of the goods, and strictly on the terms set out in this decument, the Arrival Notice, and the Bill of Lading and/or Sea Waybill, as applicable, except insofar as inconsistent with this agreement, you may make use of MSC's container, tree of charge, for the maximum period set out below commencing on and including the day after the date of discharge as the first free day. This is defined as the "Hire Free Period". Your collection of the container will signify your acceptance of the terms of the offer contained in this document for the use of the container.
- 3. Ultimately, the empty container must be returned to the container depot specified below, clean, undamaged, and completely free of cargo residues, chemicals, Dangerous Goods labels (in accordance with applicable regulations), furnigation labels, stowage aids and lashings. Failure to comply with this requirement may result in the container being rejected by the depot, or in action being taken against you to recover the costs of repairs, cleaning, disposal of residue containination and any other costs arising as a result, including fines imposed by authorities, recovery costs and interest.
- 4. You are liable for and shall indemnify MSC for all costs loss and damages arising from any accidents or incidents involving the container provided to you under this agreement which cause injury or death of persons or loss of or damage to property. MSC makes newarranties, express or implied with respect to the condition of the container (including any accessory equipment) or its fitness for any particular purpose.
- 5. After the Hire Free Period, you have the option of retaining the container, and the container hire charges as set out below will apply. If after 30 calendar days from the date of discharge the container has not been returned to the location specified Hellow MSC may: (a) demand the immediate return of the container; and / or (b) elect to proceed with legal action to recover the container, or the replacement value as recorded in the books of MSC, in addition to all accrued container hire and administration charges. Failure to pay invoiced container hire charges and replacement costs may result in legal proceedings. This responsibility, including in respect of legal and court fees and collection expenses, at all times remains jointly and severally with the parties comprising the Merchant under the Bill of Lading and/or Sea Waybill, and with the person by whom or on whose behalf the container is collected, notwithstanding delegation of container collection or transportation to a third party contractor.
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\*The weight shown on this document is as declared by the shipper. Mediterranean Shipping Company (Aust) Pty Limited and

its Principal



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		Container Number	Type Seal No.	Gross Container Weight
Discharging Vessel & Voyage	Arrival Date	Port of Load	Port of Discharge	Final Destination
Hazardous Info:		Container Place of Availability		
Reefer Info:	Status:			
Over Dimension Details :	E-IDO PIN NUMBER:			
Signature of risauling Addicar IPPING COMPAN MEDITED AS AGENTS (AUST.) PTY. LIMITED AS AGENTS (ABN 12 003 760 638	Y	Signature of driver (	Container received in ap	pparent good order)
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Shipping Company/Agent to overstamp these 2 items of it	nformation			
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8. The above rates and/or policy may be varied at most supported by the following Depot:

Please Return Empty Container to any of the following Depot:

A"calendar dav" is a dav. calculated from midnight to midnight to midnight (or any part of that day) including, without limitation, weekends and holidays. The above rates and/or policy may be varied at MSC's discretion. will incur GST. For any enquires please contact your local port agent