

TO WHOM IT MAY CONCERN

Declaration and Letter of Indemnity to be given by shippers in respect of cargoes intended to be shipped subject to EU (Waste) Regulation 1013/2006 and Basel Convention Annex IX List B green waste

To the Carrier: MSC Mediterranean Shipping Company S.A.

Chemin Rieu 12-14 – 1208 Geneva, Switzerland

To the attention of

Booking No.....

Ports of loading/discharge:

Intended vessel:

In consideration of you agreeing to ship the above-mentioned consignment of cargo subject to EU Waste Regulation 1013/2006 and Basel Convention Annex IX list B “green waste”, We, the undersigned hereby confirm, without prejudice to the application of the terms and conditions of the contract of carriage:

1. That the waste products referred to hereabove fully comply with EU Waste Regulation 1013/2006 art. 18 and Basel Convention Annex IX list B “green waste” meaning **not contaminated with dangerous substances or other materials to an extent which increases risk associated with waste or prevents the recovery of the wastes in an environmentally sound manner.**
2. That We are in receipt of the duly completed Annex VII form i.e. information accompanying Shipments of Waste as referred to in article 3 (2) and (4) of said Regulation; That We undertake to send this document together with the shipping instructions sufficiently in advance prior to shipment;
3. In case of shipments outside EU, where Annex VII form is not mandatory, Basel/OECD code of waste will be provided prior to booking with copy of import license of recycler at destination;
4. That We understand and accept that the booking will be placed on hold in the event the cargo is not loaded on board the Vessel for any cause beyond Carrier’s will or in case of any missing document or required information or in case of any order issued by the Local Authorities that stops or slows down the handling of the cargo and that We undertake that any and all resulting costs (including but not limited to storage and demurrage charges) will be paid by ourselves, at first demand and without prejudice to Carrier’s rights against other parties in accordance with the terms of the contract of carriage;
5. That We undertake, in the event the cargo is not loaded on board the Vessel for causes not attributable to the Carrier or is not accepted or remains uncollected at destination for any reason whatsoever, to arrange for the cargo to be returned to the place of origin and to take delivery of same promptly at our risks and expenses, and to pay to the Carrier all accrued charges including without limitation storage and demurrage charges and to return in due course the Carrier’s equipment empty, clean and undamaged

to the place nominated by the Carrier in accordance with clauses 14.8 and 14.9 of the contract of carriage;

6. That We authorize the Carrier and, the present constitutes a mandate to the latter who shall use at his sole option, to dispose of the cargo, after 15 days from the expiration of the free time period. Any and all resulting costs will be for our account.

That if, for any reason, the above cargo is found not to comply with the provisions of the above mentioned EU Regulation and Basel Convention Annex IX list B “green waste”, or is not loaded on board the Vessel for any cause beyond Carrier’s will or is not accepted or collected as set out in clause 4 here above, or has been disposed according to clause 6, We, the undersigned hereby agree as follows:

- a) To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage, fines or expense of whatsoever nature which you may sustain;
- b) To pay you, on the first written demand and without any exception, any and all amounts accrued for all the reasons and titles set before;
- c) In the event of any proceedings being commenced against you or any of your servants or agents in connection with such non-compliance, to provide you or them on demand with sufficient funds to defend the same;
- d) If, connection with any non-compliance, as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship’s registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference may be justified;

7. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity;

8. This indemnity shall be governed by and construed in accordance with English law. In the case of any dispute relating to sums due from to the Carrier, the Carrier may, at his sole option, bring suit against us in the fora of the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Carrier have a place of business.

Yours faithfully

For and on behalf of

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Signature

Print name:

Authorised signatory for