

## MPL CONTAINER MASS / VGM - SOLAS

1. The Client will ensure that MPL is informed of the gross mass of any container that the Client wants MPL to load onto any vessel. The Client will provide this information promptly and sufficiently in advance at all times, but in any case no later than indicated on the MPL booking confirmation.

MPL must receive for each container a VGM document containing the following information and entitled "Verified Gross Mass" or VGM :

- Full details of the Client/Shipper (on Client/Shipper letterhead)
  - Container number and seal number
  - VGM weight in kgs
  - Date of declaration
  - Name and signature of authorized person making the declaration
2. MPL is entitled in its absolute discretion to rely on and accept for any container, any shipping document communicated to MPL through Electronic Data Interchange ("EDI") or any other means which provides a prima facie indication of the VGM of the container.
  3. If the Client explicitly so requests, MPL shall determine the VGM itself based upon the weights and information received from the Client or his representative in accordance with the SOLAS requirements. Such information shall be deemed as correct and is considered to be obtained through weighing on a weighbridge or scale with an at that time valid calibration certificate. Based upon this information MPL shall make the calculation of the VGM.
  4. If MPL carries out stuffing and/or stripping of a container for the Client, MPL has the right (but, for the avoidance of doubt, not the obligation), in its absolute discretion to determine the VGM itself, both in accordance with the SOLAS requirements.
  5. Any additional expenses and / or fines incurred relating to all of the above will never be borne by MPL and the Client will pay an appropriate compensation to MPL for any additional expenses incurred by it and/or for determining the VGM of the container (including, but not limited to : administrative cost, weighing cost, shifting cost, storage cost, handling cost or cost relating to return of the container to the shipper).
  6. In addition to the terms and conditions under 1-5, the following terms and conditions apply to MPL' activities, except in case of specific other individual agreements:
    - a. Our forwarding assignments are subject to the provisions of the Belgian Freight Forwarders Standard Trading Conditions 2005, published in the Appendices to the Belgian Official Gazette of 24/06/2005 under no. 0090237.
    - b. Stevedoring activities are subject to the ABAS-KVBG "GENERAL CONDITIONS FOR THE HANDLING OF GOODS AND RELATED ACTIVITIES IN THE PORT OF ANTWERP", issued by the KVBG and ABAS, version 2009 (registered 26/3/2009).

The contracting partner confirms to have taken note of these conditions in full.

In case of contradiction between the terms and conditions in this document and any of the general terms and conditions mentioned, the former have priority.