



Chers Clients,

Comme vous le savez peut-être, des mouvements sociaux affectent tous les ports Français, ce qui ne nous permet pas de prévoir quand les opérations pourront reprendre normalement. Cela génère de l'incertitude quant aux perspectives d'accostage de nos navires et cause de substantiels et imprévisibles délais, qui peuvent, en cascade, entraîner de sérieuses congestions portuaires et logistiques.

Cette dommageable situation rend déraisonnable pour nous le maintien du transport des chargements à destination des ports Français ; ainsi devons-nous probablement et temporairement dérouter toutes ces marchandises sur les ports Européens à proximité, conformément à la clause 19 de nos conditions générales de transport, ainsi rédigée :

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or

(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

(c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative

route under clause 19.1 (a) or to suspend the carriage under clause 19.1 (b) this shall not prejudice its right subsequently to abandon the carriage.

19.2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the provisions of clause 9, the Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.

Les ayants droits de ces marchandises seront contactés par MSC France S.A. avec plus d'informations relatives aux changements pouvant affecter leurs expéditions en route vers la France.

Dans l'intervalle, soyez assuré que MSC mettra tout en œuvre pour offrir des solutions alternatives et reprendre la desserte des ports Français dès qu'elle sera techniquement envisageable.

Nous regrettons les désagréments que cette situation cause à notre chère clientèle et ne manquerons pas de vous informer de toute évolution.

Sincères salutations.

MSC Mediterranean Shipping Company S.A.

Je reste informé avec MSC France

L'inscription en cliquant ci-dessus vous permet de recevoir toutes les communications MSC France.

MyMSC - Le commerce international à votre portée



Dear Valued Customers,

As you may already know, port labour unions in France have issued notices of strike affecting all French ports and it is not foreseeable to us when work will resume normally. This is creating uncertainty as to the berthing prospects of our vessels and causing substantial yet unpredictable delays, which may in turn cause severe port and yard congestion.

This unfortunate situation makes it unreasonable for us to continue the carriage of shipments to French ports, and we will most likely have to temporarily re-route all cargo to nearby European ports in accordance with clause 19 of our Terms and Conditions of carriage which reads:

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or

(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

(c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 19.1 (a) or to suspend the carriage under clause 19.1 (b) this shall not prejudice its right subsequently to abandon the carriage.

19.2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the provisions of clause 9, the Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.

Cargo interests will be contacted by the local MSC Agents with more specific details as to the changes possibly affecting their consignments bound for discharge in France.

In the meantime, please rest assured that MSC will do its utmost to offer alternative solutions and to resume servicing French ports as soon as practically possible.

We are very sorry for any inconvenience this may cause to our valued customers and will not fail to keep you updated as the situation develops.

Yours Faithfully.

MSC Mediterranean Shipping Company S.A.

Keep up with MSC

Get the latest news from MSC France by clicking and subscribing here above.

myMSC - Try it now !

MSC - Mediterranean Shipping Company SA
Chemin Rieu 12-14, 1208 Geneva Switzerland

This email was sent to dimitri.badin@dbschenker.com. You have received this email because you have opted to receive marketing emails from MSC. We never share this information with third parties. To refer to our privacy policy, please click [here](#).

“If you haven’t signed up yet and you wish to receive information about MSC’s services, click [here](#) to subscribe.”



MSC France S.A.

As agent for MSC Mediterranean Shipping Company S.A., Geneva

This email is intended solely for the addressee(s) and the information it contains is confidential. If you are not the intended recipient, (a) please delete this email and inform the sender as soon as possible, and (b) any copying distribution or other action taken or omitted to be taken in reliance upon it is prohibited and may be unlawful.

© Copyright 2018 - All Rights Reserved

[Unsubscribe](#)

