

# Standard Terms of Business for Stena Line Customers.

## 1 Accounting Credit Accounts

**1.1** The Stena Line entity being the Carrier, as defined in the Stena Line Conditions of Carriage (below “the Carrier”) will issue to its freight customers, or its agent(s), (below, “the Customer”) an invoice, in respect of each consignment made with the Stena Line entity, under an authorised credit account established for the benefit of the Customer. Specific payment terms are stated on each invoice. Invoices may be provided electronically or in any other form at the Carrier’s convenience.

**1.2** Credit facilities are for the Freight charges (as defined in Stena Line Conditions of Carriage) payable to the Carrier. Credit facilities do not extend to amounts due to local customs and excise authorities in the port of arrival in respect of customs duty or value added tax. It is the responsibility of the Customer to ensure that sufficient funds are available at the port concerned for such duty and tax to be paid.

**1.3** Where any part of any invoice may be questioned by the Customer in good faith, the amount in question may be deducted until the query is resolved but the balance must be paid in full.

Details of any query, including the invoice number, date of sailing and the reason for the deduction, must be notified to the Carrier within the period of credit allowed for the Customer’s credit account.

**1.4** The Carrier reserves the right to invoice statutory interest for late payments in all of its commercial transactions. Late payment means payment not made according to the agreed payment terms. Statutory interest for late payments means simple interest which is equal to the sum 8 % plus reference rate. The reference rate is set by the European Central Bank for Euro countries, for other countries the reference rate is usually set by the national central bank.

**1.5** If the Customer is in default in making a payment under specific payment terms or these Standard Terms of Business for Stena Line Customers (below, “these Terms”), exceeds its credit limit, permits the use of credit facilities by third parties without authority from the Carrier or fails to comply with these Terms, the Stena Line Conditions of Carriage and/or any other separate freight rate agreement or other agreement entered into between the Carrier and the Customer in some other way, then the Carrier may at its discretion, cancel the Customer’s credit account at which time all amounts from the Customer to the Carrier shall become payable immediately upon written demand from the Carrier.

**1.6** Where the Carrier has agreed in writing that credit facilities may be transferred by the Customer for use by third parties, the Customer shall strictly comply with all conditions applied by the Carrier to any such third party use. The Customer shall remain liable for Freight charges and other charges arising in relation to the Customer’s credit account regardless of whether the credit facility or other documentation concerned is used by the Customer or by a third party.

**1.7** The Carrier may at its discretion withdraw any credit account or quoted Freight rates, as defined in the Stena Line Conditions of Carriage, at any time. However, such withdrawal will only apply to future consignments and the Carrier will endeavour to give reasonable notice to the Customer of any intention to withdraw.

## 2 Boarding Cards and Quoted Rates

**2.1** Each consignment by the Customer represents a separate Contract of Carriage with the Carrier, as defined in the Stena Line Conditions of Carriage, and will be evidenced by a completed boarding card. Except under completed boarding cards, there is no contractual relationship between the Carrier (or any other Stena Line entity), and the Customer, apart from any separate freight rate agreement or other agreement that may have been entered into between the Carrier (or any other

Stena Line entity) and the Customer and to which these Terms apply.

**2.2** Quoted or agreed Freight rates will apply to any boarding card completed prior to withdrawal or variation of such Freight rates and will be subject to any conditions imposed by the Carrier.

## 3 Conditions of carriage

**3.1** The performance of the Carrier’s freight operations is governed by Stena Line Conditions of Carriage.

**3.2** No failure or delay by the Carrier in enforcing any provision of these Terms, any separate freight rate agreement or other agreement shall be construed as a waiver of that provision or of any other provision of these Terms or any separate freight rate agreement or other agreement to which these Terms apply.

**3.3** No claim of any kind against the Carrier shall be set off against any payment due and payable to the Carrier under these Terms.

## 4 Confidentiality Clause and assignment by Customer

**4.1** Agreements with the Carrier regarding freight under these Terms are confidential and may not be assigned to any third party or referred to by any such party.

## 5 Early Termination

**5.1** The Carrier reserves the right to terminate its contractual relationships with the Customer in the event of a change in the ownership of the Customer and/or any of its affiliated companies.

Furthermore, the Carrier reserves the right to terminate its contractual relationships with the Customer, should the Customer not carry the volumes quoted for in any separately agreed freight rate agreement, to which these Terms apply.

In case the contractual relationships are terminated for whatever reason, all outstanding amounts falls due.

## 6 Law and Jurisdiction

**6.1** The provisions set out in these Terms shall be governed by and in accordance with Swedish law and any dispute arising under/or in relation hereto shall exclusively be determined by the District Court of Gothenburg, save for matters relating to unpaid Freight charges and/or related charges which may be pursued before a court or a tribunal in a jurisdiction at the Carrier’s discretion and the law at such place be then applicable.

## 7 General

**7.1** The rights, benefits and/or obligations of the contractual relationships with the Customer may be assigned by the Carrier, including, but not limited to assignment of receivables.

**7.2** If any term or provision of these Terms shall be declared void or unenforceable by any tribunal or court of competent jurisdiction, then such invalidity or unenforceability shall not otherwise affect these Terms, which shall remain in full force and effect.

**7.3** In the event of any inconsistency or conflict in the interpretation and or application of these Terms and Stena Line Fuel Surcharge Adjustment Model, whether incorporated in separate freight rate agreements or not, the wording of Stena Line Conditions of Carriage shall take precedence save for in matters relating to law and jurisdiction and/or matters governed by mandatory

national law.

**7.4** These Terms shall come into force on 1 January 2020 and replace all previous general terms and conditions whatsoever (either implied, oral or written).

# Stena Line Conditions of Carriage.

## 1 General Provisions

### 1.1 Definitions

“AoT” means “article of transport” and includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the consolidation of Goods as well as timber packages,

“Carrier” means the Stena Line entity who has undertaken to perform or to procure the performance of the entire transport from the place of receipt or port of loading to the port of discharge or the place of delivery. The Carrier is either (i) Stena Line Scandinavia AB, which performs the SLSAB services, (ii) Stena Line Ltd, which performs the SLL services, (iii) Stena Line Baltic A/S, which performs the SLBAS services and (iv) Stena Line B.V., which performs the SLBV services.

“Contract of Carriage” means the contract concluded with the Carrier for the performance of the entire transport as undertaken by the Carrier, whether evidenced by the issue of a document, such as a boarding card (a “Document”) or not.

“Customer” shall have the same meaning as in Standard Terms of Business for Stena Line Customers.

“Dangerous Goods” means such materials and substances designated as dangerous by the International Maritime Organisation, the European Union and any other legislation or regulations applicable from time to time in jurisdictions where the Carrier operates.

“Freight charge(s)” means all charges to be paid to, and invoiced by, the Carrier for or in connection with the performance of the transport of Goods by sea, including any associated charges, costs and expenses and/or any storage charges and expenses incurred by the Carrier prior to loading and/or after discharge and/or any surcharges which the Carrier may levy in respect of variations in currency exchange rates and/or fuel prices;

“Freight rates” means rates for transport of AoTs and/or Goods, either quoted by the Carrier or rates agreed between the Carrier and Customer in separate freight rate agreements.

“Goods” includes, unless otherwise indicated, the AoT as well as the contents thereof.

“Merchant” could be either Customer, shipper, receiver, consignor, consignee, the owner of the Goods, the holder of any document evidencing the Contract of Carriage or any other entity with a legal financial or interest in the Goods.

“SDR” means Special Drawing Right as defined by the International Monetary Fund.

“Vessel” means any vessel owned, operated or employed by the Carrier for the performance of the transport of Goods by sea.

the “SLSAB services” means the services performed by SLSAB, which, at the date when these Conditions enter into force, are between Oslo and Frederikshavn; Gothenburg and Frederikshavn; Varberg/Halmstad and Grenaa; Kiel and Gothenburg; Rostock and Trelleborg; Sassnitz and Trelleborg; Karlskrona and Gdynia or Esbjerg and any port in the UK.

the “SLL services” means the services of the Carrier between Fishguard and Rosslare; Rosslare and Cherbourg; Holyhead and Dublin; Cairnryan and Belfast; Belfast and Liverpool (Birkenhead); or Belfast and Heysham.

the “SLBAS services” means the services performed by SLBAS which, at the date when these Conditions enter into force, are between Travemünde and Liepāja; or Nynäshamn and Ventspils.

the “SLBV services” means the services performed by SLBV which, at the date when these Conditions enter into force, are between Hoek van Holland and Harwich; Hoek van Holland and Killingholme; Rotterdam and Killingholme; or Rotterdam and Harwich.

### 1.2 Applicability

**1.2.1** The provisions set out and referred to in the Stena Line Conditions of Carriage (below, the “Conditions”) shall apply to every Contract of Carriage with the Carrier. These Conditions must be read in conjunction with the Standard Terms of Business for Stena Line Customers.

**1.2.2** These Conditions shall come into force on 1 January 2020 and replace all previous general terms and conditions whatsoever (either implied, oral or written).

### 1.3 Jurisdiction and Choice of Law Clause

**1.3.1** Disputes arising under or in relation to the Contract of Carriage and these Conditions shall be determined by the District Court of Gothenburg in accordance with Swedish law and subject to these Conditions.

No proceedings may be brought before any other court or tribunal unless the parties expressly agree on both the choice of another court or tribunal and the law at that place to be then applicable, save for matters relating to unpaid Freight charges and/or related charges which may be pursued before a court or a tribunal in a jurisdiction at the Carrier’s sole discretion and the law at that place to be then applicable.

### 1.4 Paramount Clause

**1.4.1** Notwithstanding anything provided for in Chapter 3 of these Conditions: if it can be proved where the loss or damage occurred, the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provision contained in any international convention or national law which provisions:

**1)** cannot be departed from by private contract to the detriment of the claimant and,

**2)** would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a Bill of Lading or any other particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier’s liability extend to live animals and/or Goods that are stated to be carried on deck and are so carried.

**1.4.2** In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea, the liability of the Carrier shall be determined by the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDR’s signed at Brussels on 21 December 1979 from the time the Goods are received at the sea terminal in the port of loading to the time the Goods are delivered or despatched from the sea terminal in the port of discharge. The aforesaid shall also determine the liability of the Carrier in respect of coastwise carriage and/or carriage by inland waterways as if such carriage was carriage by sea. Furthermore all such AoT on deck, as described in this clause, shall be carried under the same liability as stated above.

**1.4.3** If any term or provision of these Conditions, shall be declared void or unenforceable by any tribunal or court of competent jurisdiction, then such invalidity or unenforceability shall not otherwise affect these Conditions, which shall remain in full force and effect.

## 2 Performance of the Contract of Carriage

### 2.1 Methods and Routes of Transportation

**2.1.1** The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.

### 2.2 Delivery

**2.2.1** If the Merchant does not take delivery of the Goods immediately after their arrival at the port of discharge, the Carrier shall be entitled to charge a daily terminal parking fee. In addition, the Merchant is under an obligation to collect the Goods within 14 days after the Carrier calls on the Merchant to do so. If the Merchant fails to collect the Goods, the Carrier may, without further notice to the Merchant, store the Goods on behalf of the Merchant and at the Merchant’s sole risk and expense, subject, if requisite, to the lien provisions of clause 5.2.1 hereof. Such storage shall constitute delivery, for the purpose of section 3 and clause 1.4 of these Conditions, of Goods by sea and the liability of the Carrier in respect of the Goods shall wholly cease.

**2.2.2** In the event that the Merchant fails to take delivery of the Goods within one month after the Carrier has called on the Merchant to do so, the Carrier shall, without further notice to the Merchant, be at liberty to sell the Goods by public auction, or otherwise at its discretion, at the Merchant’s expense and without any liability towards the Merchant.

**2.2.3** Notwithstanding the above, Dangerous Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained for the Goods to remain in the port.

### 2.3 Hindrances Affecting Performance

**2.3.1** The Carrier shall at all times be entitled to refuse to carry, or to delay the carriage of Goods including, but not limited to, Dangerous Goods, live animals, new or second hand trade vehicles or any Goods of unusual dimensions. Furthermore, the Carrier is entitled to refuse to carry any Goods not being handled as prescribed by the Stena Line policy for securing cargo.

**2.3.1.2** Customers, and those working on behalf of customers shall at all times conduct themselves in a manner which does not endanger or threaten any person or property, injure or assault any person, threaten, abuse or insult other passengers or Stena Line employees, cause the theft, loss of or damage to property, or prejudice the health of, or cause distress, discomfort or unnecessary inconvenience to any passenger or Stena Line employee. If in our reasonable opinion their conduct is likely to give cause for concern we reserve the right to refuse to allow the individual to embark or require that the individual disembarks and/or leave the terminal facilities and we may also report the matter to any relevant police or other enforcement authority. We also reserve the right to refuse to carry the individual on a return journey or at any time in the future. Under such circumstances we shall not refund any money paid for the relevant journey, we shall have no liability as a result of the cancellation of the shipment, the customer will reimburse us any costs we incur in order to repair or replace property, lost damaged or destroyed by the customer and compensate any passenger or crew member affected by your actions.

**2.3.2** If at any time the performance of the Contract of Carriage is or will be affected by any hindrance, risk delay, difficulty or disadvantage of whatever kind including strike and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract of Carriage. The Carrier, whether or not the transport has commenced, may, without prior notice to the Merchant, elect to:

**1)** treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant’s disposal at any place which the Carrier shall deem safe and convenient, or

**2)** deliver the Goods at the place designated for delivery. In any event the Carrier shall be entitled to full Freight charge for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.



**2.3.3** The Merchant undertakes that no Dangerous Goods shall be tendered to the Carrier without the Carrier's express consent in writing and without appropriate labelling of the Goods and the AoT. If any Dangerous Goods are delivered to the Carrier without such written consent and/or labelling or in the opinion of the Carrier are liable to become a risk to the method of transport, other Goods or the environment the Dangerous Goods may at any time be discharged, destroyed or rendered harmless and be disposed of by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.

## 2.4 Consolidation of Goods

**2.4.1** Goods may be consolidated by the Carrier in an AoT. If an AoT has not been consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Section 3 and clause 1.4 hereof, not be liable for damage to or loss of the Goods therein nor for any damage to or loss of the AoT itself and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier, if such loss, damage or expense is attributable to:

**1)** overloading, negligent or inadequate consolidation, securing, covering or locking the AoT

**2)** the Goods being unsuitable for carriage in the AoT actually used,

**3)** the unsuitability or defective condition of the AoT, unless the AoT has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the AoT for conveyance.

**2.4.2** AoT, whether consolidated by the Carrier or received by the Carrier in a consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

**2.4.3** The Carrier will not undertake any checking, recording or reporting with regard to seals on AoT and the Carrier does not accept any responsibility whatsoever for, or as a consequence of, defective or missing seals on AoT.

**2.4.4** The Carrier is entitled, but not obliged, to open at any time any AoT consolidated and prepared for conveyance by the Merchant in order to inspect such AoT and its contents for the purposes of the clauses 2.2.3, 2.3.3, 2.4.1, 2.5.2 to 2.5.4 or if any AoT as aforesaid is opened and/or inspected by any customs or other government authority at any time. The costs and expenses of opening and/or inspection as aforesaid shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections.

The Merchant is obliged to correct at its risk and expense any inadequacy or defect found, failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant's disposal at any place. In such case the Carrier is entitled to full Freight charge and indemnification.

**2.4.5** For the purpose of verifying the Freight charge, the Carrier reserves the right to have the contents of AoT inspected in order to ascertain the weight, measurement, value or nature of the Goods.

## 2.5 Description of Goods

**2.5.1** The Document evidencing the Contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking. In respect of such particulars proof to the contrary shall not be admissible when the Document has been transferred to a third party acting in good faith.

**2.5.2** The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the

Goods, marks, numbers, quantity and weight, as furnished by the Merchant and the Merchant shall indemnify the Carrier against any loss, damage and expense arising or resulting from such inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit the Carrier's responsibility and liability hereunder to any person other than the Merchant.

**2.5.3** The Merchant is responsible for all regulations, statutory or otherwise, including the latest edition of the International Maritime Dangerous Goods (IMDG) Code, and/or the Memorandum of Understanding for the Transport of Packaged Dangerous Goods in the Baltic Sea (depending on route/departure), including packaging and labelling of the Goods and labelling of the AoT.

**2.5.4** Where combined transport is involved the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) to the contract for International Carriage of Goods by Rail (CIM) or special arrangements made between the contracting parties in respect hereof apply to the appropriate leg.

**2.5.5** Enlarged labels (placards) corresponding to the primary, and if appropriate, subsidiary risk of the Dangerous Goods contained in a cargo unit must be displayed/affixed. These placards must be removed (or hidden by masking) as soon as the cargo unit is empty or free of residue from its previous cargo that presented a risk.

## 3 Carrier's Liability

### 3.1 Basic Liability

**3.1.1** The Carrier shall only be liable for loss of or damage to the Goods which have occurred during the time when the Carrier receives the Goods into its charge until the time of delivery.

**3.1.2** For the purposes of the Contract of Carriage and subject to the provisions in these Conditions, the Carrier shall be responsible for the acts and omissions of any person whose services it makes use of for the performance of the Contract of Carriage.

### 3.2 Liability Exclusions for the Carrier and his servants

**3.2.1** The Carrier shall not be liable for any loss, injury or death to live animals howsoever caused and the Merchant shall be jointly and severally liable to indemnify the Carrier against all financial consequences that the Carrier may incur arising out of the shipment of the live animals.

**3.2.2** Goods which are stated in the Document evidencing the Contract of Carriage to be carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

**3.2.3** The Carrier does not accept liability for the failure by the Merchant or those acting on the Merchant's behalf to plug in refrigeration or heating machines attached to the AoT nor does the Carrier accept liability for the consequences of malfunctioning of refrigeration or heating machines attached to the AoT.

**3.2.4** The Carrier is not liable for loss or damage occurring when the AoT is in the care of the driver and in particular whilst the AoT is being driven inside the Vessel, all loss and damage occurring at such time being deemed to have been caused by an act or fault of the Merchant unless such loss or damage is proven to be due to a negligent act or default of the Carrier, its servants or agents.

**3.2.5** Regardless of the Carrier's basic liability, the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- a. any cause or event which the Carrier could not avoid by the exercise of reasonable diligence,
- b. saving or attempting to save life or property at sea,
- c. act of God, act of war or act of public enemies including riots and civil commotions,

- d. arrest or restraint of princes, rulers or people, or seizure under legal process,
- e. quarantine restrictions,
- f. act or omission of the Merchant, his agent or representative,
- g. compliance with the instructions of the person entitled to give them,
- h. strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general,
- i. perils, dangers and accidents of the sea or other navigable waters,
- j. insufficiency or inadequacy of marks or insufficiency of packing,
- k. handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
- l. inherent vice of the Goods,
- m. fire, unless caused by the actual fault or privity of the Carrier,
- n. act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.

Where under this clause the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which it is liable under this Clause have contributed to the loss or damage. The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (f), (g), and (m) of this clause shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one more of the causes, or events, specified in (i) to (l), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes or events.

**3.2.6** The defences and limits of liability provided for in these Conditions shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or tort.

### 3.3 Delay and Consequential Losses

**3.3.1** The Carrier accepts liability for consequential loss, only to such extent as mandatory rules to this effect are applicable.

**3.3.2** The Carrier accepts liability for delay or other pure economic loss, only to such extent as mandatory rules to this effect are applicable.

**3.3.3** Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits including, but not limited to, any such losses arising from a delay in delivery.

### 3.4 The Amount of Compensation

**3.4.1** When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the Contract of Carriage or should have been so delivered. The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality.

**3.4.2** The Carrier shall be entitled to limit its liability in respect of loss of or damage to the Goods carried in an AoT to 667 SDR per unit or 2 SDR per kg of the Goods lost or damaged, whichever is the highest.

**3.4.3** In the event of loss of or damage to an AoT, the AoT shall constitute one unit for purposes of limitation of liability and the Carrier shall be entitled to limit its liability to 667 SDR per AoT or 2 SDR per kg, whichever is the highest.

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**3.4.4** If the Carrier is held liable in respect of delay, consequential loss or pure economic loss, the liability of the Carrier shall be limited to the amount of Freight charge for the transport or to the value of the Goods as determined in clause 3.4, whichever is the lesser.

**3.4.5** In multimodal transport, where the stage of carriage where loss or damage occurred is not known, or is known but no international convention or national law is applied by virtue of clause 1.4, compensation shall not exceed 2 SDR's per kilogram of gross weight of the Goods lost or damaged.

**3.4.6** Higher compensation may be claimed only when the value of the Goods declared by the Merchant is exceeding the limits laid down in this Clause and, with the consent of the Carrier, has been stated in the Document evidencing the Contract of Carriage for the purpose of extending its liability. In this case the value declared shall be substituted for the aforementioned limits.

**3.4.7** If any action for loss or damage to the Goods is brought against a servant, agent or independent contractor, including stevedores or any of those referred to in clause 3.1.2, such person shall be entitled to avail itself of the defences and limits of liability, which the Carrier is entitled to invoke under these Conditions, as if they were expressly made for their benefit and in entering into any Contract of Carriage the Carrier does so not only on its own behalf but also as agent and trustee for such persons who shall to this extent be or be deemed to be parties hereto.

### 3.5 Notice of Loss

**3.5.1** Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or its agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the Contract of Carriage, or, if the loss or damage be not apparent, within six days, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in the cargo documents. However, the notice in writing need not be given if the state of the Goods has, at the time of their receipt, been the subject of joint survey or inspection and is documented in the Carrier's inspection report.

### 3.6 Time Bar

**3.6.1** Any and all liability of the Carrier whatsoever and howsoever arisen or caused shall cease unless suit is brought within twelve months after delivery of the Goods or the date when the Goods should have been delivered.

## 4 The Merchant's Liability

**4.1.1** The Merchant, including but not limited to its servants or agents, is liable for any loss sustained by the Carrier direct or indirect caused by the Merchant.

**4.1.2** The Merchant shall be liable for any damage, loss and expense, howsoever caused, if the provisions in 2.5 or any other provisions regarding carriage of Dangerous Goods are not complied with.

If the particulars supplied by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight charge and the Freight charge charged or to double the correct Freight charge less the Freight charge charged, whichever is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as Freight charges payable.

**4.1.3** The Merchant shall be liable for the payment of all Freight charges, other charges and demurrage etc. payable at destination, which the Carrier cannot obtain from the receiver.

**4.1.4** Nothing in these terms and conditions shall prevent the Carrier or its servants from bringing an action in tort towards the Merchant or its servants. Furthermore, nothing in these terms shall prevent the Carrier or its servants from claiming higher amounts than stipulated above.

## 5 Freight rates, Freight charges and Lien

**5.1.1** The terms governing Freight rates applicable at the date of shipment are quoted by the Carrier and/or set forth in separate freight rate agreements entered into between Carrier and Customer prior to shipment. Quoted Freight rate provisions are available from the Carrier upon request. In the event of inconsistency between these Conditions and a freight rate agreement, the latter shall prevail.

**5.1.2** Freight charge shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable Freight charge and other charges shall be payable at the latest upon receipt of the Goods by the Carrier and Freight charge and other charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered, unless otherwise agreed. The Carrier is entitled to charge interest from the date when Freight charge and other charges are due.

**5.1.3** The Merchant's attention is drawn to the stipulations concerning currency in which the Freight charge and other charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight charges and other charges in relevant freight charge agreements.

If no such stipulation exists or is applicable then the following clause shall apply: if the currency in which Freight charges and charges are quoted is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the Contract of Carriage and the date when the Freight charge and other charges are payable, then all Freight charges and other charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

In case the Carrier has consented to payment in another currency than the above mentioned currency, then all Freight charges and other charges shall – subject to the preceding paragraph – be paid at the highest selling rate of exchange for banker's sight draft current on the day when such Freight charge and other charges are paid. If the banks are closed on the day when the Freight charge and other charges are paid, the rate to be used will be the one in force on the last day when the banks were open.

**5.1.4** In the event of increase in price for fuel oil, all Freight rates may be adjusted in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

**5.1.5** Due to the United Kingdom's departure from the European Union ("Brexit"), all Freight rates may be adjusted, and/or surcharges added, in order to compensate the Carrier for all costs and expenses being attributable to Brexit. Examples of such costs and expenses may include, but is not limited to, customs, duties, tariffs, port costs, cost of personnel administration, reconfigurations of equipment and the rerouting of transports and Goods.

### 5.2 Lien

**5.2.1** The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at its discretion for all Freight charges, other charges and expenses of whatever kind and nature due to the Carrier under the Contract of Carriage and also in respect of any previously unsatisfied amounts of the same nature and for the same costs and expenses of exercising such a lien and such sale. Such lien and liability shall remain

notwithstanding the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realize the amount due, the Carrier shall be entitled to recover the difference from the Merchant.

## 6 General Average

**6.1.1** General Average shall be adjusted according to York-Antwerp rules 1974 as amended in 1994 and shall be prepared at Gothenburg, Sweden, or any other port at the Carrier's option by an established adjuster to be appointed by the Carrier.

This provision shall cover all Goods whether carried on or under deck as well as deck cargo and live animals. The Merchant shall deliver such cash deposit and/or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not require, within three months of the delivery of the Goods, whether or not at the time of the delivery the Merchant had notice of the Carrier's lien. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel belonged to strangers.

**6.1.2** If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average the Merchant – by receiving the Goods – becomes personally liable for the contribution up to the CIF value of the Goods provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Goods of his intention to declare General Average.

**6.1.3** The Merchant undertakes, if so requested by the Carrier, to disclose the CIF value of the Goods and the name and address of the Underwriter. Unless the Merchant provides the Carrier with an undertaking from such Underwriter to pay General Average contribution the Merchant shall give the Carrier such other security as he may approve.

**6.1.4** Any disputes howsoever and/or whatsoever arising under or in relation to General Average, including but not limited to, the adjustment thereof, cash deposits, General Average bonds, General Average Guarantees and the collection and/or payment of contributions to General Average shall be subject to Swedish law and shall be subject to the exclusive jurisdiction of the District Court of Gothenburg, provided that nothing contained in this clause shall prevent the Carrier from invoking such other law as may be necessary for the enforcement of the Carrier's rights.

## 7 Miscellaneous Provisions

### 7.1 Both-to-blame collision clause and new Jason Clause

**7.1.1** The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO are incorporated herein.

# NSOCC Green Card 2011 North Sea Operator's Claims Conference.

## NSOCC Green Card 2011 (1<sup>st</sup> Edition)

Guidelines for the settlement of claims relating to Articles of Transport carried under the Carriers' Standard Terms of Carriage.

This sixth edition of these Guidelines is issued to indicate to the trade the parameters that have been agreed between the Carriers and Protection & Indemnity (P&I) Clubs, over the years, for the settlement of claims for damage to Articles of Transport ("AoT") and similar carried under the Carriers' Standard Conditions of Carriage.

These Guidelines do not vary or prejudice the parties' respective legal positions under the Carriers' Standard Conditions of Carriage in any way. AoT includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, TUV-certified unit, transportable tank and/or similar items used for the consolidation of goods, as well as mobile plant. Trailers and similar road vehicles must comply with the International Standard ISO 9367-1 and ISO 9367-2, in respect of "Lashing and Securing arrangements on road vehicles for sea transportation on ro/ro ships".

Special attention is drawn to the Carrier's Standard Conditions of Carriage and nothing contained in these Guidelines shall be construed as a waiver or surrender of any of the carrier's rights and/or defences. The Carrier shall not undertake any greater liability or responsibility than exists under those standard conditions.

## Normal Wear and Tear and Handling Damage

Alleged damage to the AoT is frequently found, on inspection, to be wear and tear. AoT are susceptible to damage despite due care being taken during loading, handling, stowing, storing, and discharge, and terminal operations. Carriers shall not accept such wear and tear and such "handling damage" as a valid claim

## Claim Settlement

The intention of these Guidelines is to establish the basis for an amicable resolution of any claims arising in respect of loss of or damage to an AoT allegedly sustained whilst in the custody of the Carrier. Simplified procedures have been adopted for settlement of valid claims for AoT.

Except where the damaged material is less than 3 months of age, all claim settlements shall be subject to a reduction, in accordance with industry practice to reflect wear and tear depreciation (W&T Clause). Where the damaged material is proven to be less than 3 months of age, loss or damage will be fully reimbursed (Material Lifetime Clause).

## Valid Claims

Claims will only be accepted where:

1. it can be clearly established that the loss or damage occurred whilst the AoT was in the custody of the Carrier; and
2. the loss or damage was caused by the fault or neglect on the part of the Carrier, their Subcontractors, their Servants or their Agents; and
3. it is supported by documentary evidence, specifically:
  - a) Copy invoice or estimate for repair and/or replacement costs.
  - b) Written confirmation that the costs paid have not been claimed from or paid by any other party.

Claimants are expected to mitigate the loss at all times.

Where any of the specific items detailed in paragraphs A to E below form part of a larger claim, consideration may be given to settlement without the application of the stated limitations in paragraphs A to E.

## As a general principle, carriers shall not accept liability for the following:

**A:** Damage to parts not visible on delivery through reasonable inspection methods, such as video gates and visual manual delivery checks (depending on port facilities).

**B:** Roof damages except where damage occurs by external impact whilst the AoT was in the custody of the Carrier only if clearly and evidently visible from ground level or, where quay facilities are available for "proper and efficient" roof damage control, as recorded thereon.

**C:** Decals, Logos and Advertising except for repair or replacement in the immediate damage area.

**D:** Trailers and similar items

**D1:** Any damage caused by shifted cargo within or on the AoT.

**D2:** Tilts & Curtains except holes and tears in tilts and/or curtains (items not subject to the W&T Clause) where they are significant and were caused as a result of tear or chafe against external objects whilst the AoT was in the custody of the Carrier. Examples of such situations, where liability shall not be accepted, are holes and tears as a result of:

- a) Tearing or chafing against the framework of, or objects within, the AoT.
- b) Tearing or chafing against cargo within the AoT, excessive tension in the canopy due to side boards, stanchions or cargo extending beyond the cargo loading platform.
- c) Knife cuts and tilt damages caused by stowaways.

Unless the cost of repair exceeds the cost of replacement, holes and tears will not be accepted as justifying the complete renewal of the tilt and/or curtains, even if the damage endangers the legitimacy of a certification policy (such as, but not limited to, a TUV Certificate) In the exceptional case of a justified complete renewal of the tilt, any claim settlement will reflect the depreciated replacement value of the tilt and/or curtains at the time that the damage occurred.

**D3:** Bumpers, Sidebars and Cargo Lifts touch ramps, bollards and other objects. Any related minor damage shall be treated as fair wear and tear, unless they are fully retracted and secured prior to presentation for shipment.

**D4:** Buffer blocks which are customarily fitted to protect the AoT, or any parts of it, from frequent contact with hard objects. Any damage shall be deemed to be fair wear and tear.

**D5:** TIR Wires, Eyelets & Curtain Buckles are in excess of the width of the AoT and are subject to damage in normal use. All damage to these and other such items shall be considered as fair wear and tear.

**D6:** Tyres  
Flat tyres, punctures or damages to the tread of the tyres. Damage will only be compensated where there is clear visible impact to the sidewall of the tyres and then only according to the following criteria:

- a) If the remaining tread is known, compensation shall be calculated pro rata per mm.
- b) If the remaining tread is unknown, compensation shall be maximum 50%. However, no liability shall

be accepted for any tyre with a tread below 4mm or where the tread peels away from the tyres.

**D7:** Spare wheel carriers and storage boxes are often positioned close to the ground and any damage shall be considered as inherently occurring due to their location.

**D8:** Wheel rims Any damages.

**D9:** Air suspension bags and related parts Any damages, except where it can be clearly established that the damage occurred whilst the AoT was in the custody of the carrier.

**D10:** Mudguards and anti-spray equipment are inherently vulnerable to contact with external objects. Any damage shall be considered fair wear and tear, except where it can be clearly established that the damage occurred whilst the AoT was in the custody of the carrier.

**D11:** Loose equipment  
Loss of or damage to lamps, lamp lenses, reflectors and other loose equipment, such as, but not limited to, removable trailer light boards, spare tyres, winding handles, brake couplings, tools, tarpaulin covers, spansets, etc.

**D12:** Landing legs and stays except where bent by external impact to such an extent that they are no longer able to serve their intended purpose.

**D13:** Landing legs wheels and feet  
Any damage to these items having regard to their function and to the heavy stress to which they are regularly subjected, except where it can be clearly established that they were damaged by external impact to such an extent that they are no longer able to serve their intended purpose.

**D14:** Side board & door hinges and locks Side board & door hinges and locks wear out due to normal handling and corrosion.

**D15:** Side boards and trailer superstructure  
Chafing, denting, splitting of side boards (covered side boards are not subject to the W&T Clause) and superstructures, except where it can clearly be established that the damage occurred whilst the AoT was in the custody of the carrier.

**D16:** Rear board and rear doors  
Chafing, denting, splitting of the rear board and rear doors, except where it can be clearly established that the damage occurred whilst the AoT was in the custody of the carrier.

**D17:** Aluminium and other light-weight constructions except frame and sub-frame damage caused by external impact occurring whilst the AoT was in the custody of the carrier.

**D18:** Curtain-winding and tensioning mechanism except where damage occurs by external impact whilst the AoT was in the custody of the carrier and caused the system to malfunction.

**E:** Box, Bulk, Reefer, and Tank, Containers  
Dents, scratches and any other cosmetic damages to any outer casing, panels, framework, corner posts, and castings, where the normal operation of the unit is not impeded (Cosmetic damage Clause). Malfunction of temperature gauges, valve covers, box lids etc.

Damage to ladders and walkways which does not affect their ability to be used safely. Temperature settings or the malfunction of thermostats, heating or refrigeration units.

Claims in relation to tank containers shall be subject to the right of inspection of the damage and any claim settlement will reflect the depreciated replacement value of the tank container at the time that the damage occurred.

As approved by the North Sea Operator's Claims Conference (NSOCC) Members 2010.

## Securing of cargo within vehicles and AOT for carriage by sea

The object of multimodal transport is to carry goods from the place of consolidation in AoT to their final destination without interference during the carriage.

It is in the interest of all parties involved for the goods to out-turn at the receivers' premises in sound condition and it is therefore essential that the goods are properly stowed and secured in the AoT from the outset. Failure to do so may well be illegal and also cause delay and additional expense for shippers as well as endanger life.

Therefore, it is essential for the goods to be properly stowed and secured in the AoT, to safeguard the goods

and the AoT against natural and man-made circumstances that may arise during the carriage. Shippers must comply with stowage guidelines and standards (and any amendments thereto) which have been drawn up by various organizations over the years, including but not limited to:

- The European Standard EN 12195-1 as approved by CEN members (Comité Européen De Normalisation) on 1 September 2003.

- The manual "Loading and securing Cargo on Load Carriers" published by the Transport Research Institute (TFK), Stockholm, Sweden.

- Securing of loads on road vehicles. (VDI manual Securing of Loads), VDI 2700 published 2004-11.



## Stena Line Policy for Securing Cargo.

Stena Line is committed to the proper securing of movable cargo units on board Ro/Ro ships in accordance with the Maritime Administrations' rules and regulations.

Every vessel has a cargo lashing manual. This manual has been verified by the authorities and describes cargo securing procedures as well as materials used for lashing.

The purpose of this document is to have set lashing procedures to ensure safe transport of freight units on board our ships. To accomplish this, the freight units loaded on board must have the correct number of approved lashing brackets. We request therefore that our customers meet the following requirements:

• A freight unit must be equipped with approved lashing brackets (according to the requirements in IMO "Code of Safe Practice for cargo Stowage and Securing"). This means that every freight unit must be equipped with at least four (4) approved lashings brackets on each side to ensure loading and lashing in a manner safe for sea transport.

• Cargo in a transport container must be lashed for sea transport. At a minimum, this lashing must be in compliance with IMO regulations. IMO regulations can be

found in "Code of Safe Practice for cargo Stowage and Securing".

• Semi-trailers by the nature of their design should not be supported on their landing legs during sea transport unless the landing legs are specially designed for that purpose and so marked.

An uncoupled semi-trailer should be supported by a trestle or similar device placed in the immediate area of the drawplate so that the connection of the fifth wheel to the kingpin is not restricted.

A clearly visible marking on the outer sidewall of the semi-trailer, or on some other clearly visible place, shall indicate the location of the trestle. The trestle plate should be located between the fifth-wheel plate and the landing legs. If the semi-trailer has more than one fifth wheel coupling pin, the trestle plate location should be measured from the rearmost fifth wheel coupling pin position.

• Trailers designed to transport loads likely to have an adverse effect on their stability (i.e. hanging meat or liquids) must have a means of neutralizing the suspension system in order to avoid a build-up of momentum.

- The British Merchant Shipping Notice no.M.1445 of April 1991. It's associated "Roll On /Roll Off Ships Stowage and Securing of Vehicles Code of Practice" (ISBN 0 11 550995 X) issued by the Department of Transport,

Marine Directorate, London, is published by Her Majesty's Stationary Office and contains lists of related publications.

- The IMDG Code Supplemental (Amdt. 34- 08) titled "Guidelines for the packing of cargo, other than bulk cargo, into or onto cargo transport units (CTUs) applicable to transport operations by all surface and water modes of transport".

As approved by the North Sea Operator's Claims Conference (NSOCC) Members 2010.