

These Standard Conditions are based upon the North Sea Standard Conditions of Carriage, however these Standard Conditions of Carriage shall prevail in case of any inconsistency with the North Sea Standard Conditions of Carriage. Moreover these Standard Conditions of Carriage shall apply to every contract concluded with the Carrier for the performance of the port to port transport as undertaken by the Carrier, whether evidenced by the issuance of a document or not, unless the contract of carriage clearly states that the carriage is contracted as combined transport in which case the Standard Conditions shall apply from the place of receipt to the place of delivery stated in the Contract of Carriage.

## 1. Definitions

The following defined terms, in either the plural or the singular, appear with a capital letter in these Standard Conditions; otherwise the word is used with its ordinary meaning in the trade:

“**Carrier**”: means the party 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 place of delivery, whichever is respectively applicable as stated in the Contract of Carriage.

“**Merchants**”: Shall include the shipper, receiver, consignee, notify party and any other person who owns or is entitled to the possession of the goods or any person acting on behalf of such person.

“**Person**”: includes an individual, group, company or other entity.

“**Article of Transport (AoT)**”: includes but is not limited to any single article of transport vehicle, articulated-article of transport vehicle, container, trailer, semi trailer, secu-box, cassette, huckepack trailer, van, swap body, transportable tank, flat or pallet or any other article of transport or similar article to consolidate goods and any equipment thereof or connected thereto.

“**Goods**”: shall mean the whole or any part of the cargo received from or through the Merchant and includes but is not limited to any equipment and/or Article of Transport (including its contents), unless otherwise indicated.

“**Offer**”: shall mean the proposal sent by the Carrier electronically to Merchants with the terms, conditions and exceptions of carriage.

“**Contract of Carriage**” or “**Contract**”: shall mean the Offer sent to the Merchant, subsequent bookings and includes these Standard Conditions, the Transfennica Standard Container Leasing Terms, the Transfennica Shipping Terms and any other terms agreed between Merchant and Carrier.

“**Charges**”: includes freight and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchants.

“**Costs**”: Shall be deemed to include any and all costs, expenses and charges incurred, including reasonable attorney’s fees.

“**Hague-Visby Rules**”: Shall mean the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 and includes the amendments to the Convention by the Protocol signed at Brussels on 23 February 1968 as well as the amendments to the SDR Protocol signed at Brussels on 21 December 1979 (It is expressly provided that nothing in the Contract shall implement Article X(c) of said Rules as amended by said Protocol).

“**Terminal**”: Shall mean the port or terminal indicated in the Contract where the Goods are received for shipment by the Carrier and/or the port or terminal where the Goods are discharged by the Carrier to the Merchant.

“**Servants**”: Shall include any of Carrier’s and/or vessel’s respective, registered owners, agents, sub agents, servants, crew, employees, charterers, sub-charterers, road and rail transport operators and independent contractors and sub-contractors of any tier whether or not employed directly or indirectly by or on behalf of the Carrier in performance of the Contract of Carriage.

## 2. Offer

In the event of inconsistency between these Standard Conditions and the Offer, the latter shall prevail.

## 3. Time bar and Notice of Loss

All liability whatsoever of the Carrier shall cease unless suit is brought within twelve months from the date of discharging of the Goods from the ship or the date when the Goods should have been discharged. Unless notice of loss of or damage to the Goods and the general nature of it be given in writing to the Carrier at the Terminal of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof or, if the loss or damage be not apparent, within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods in the same condition as received for shipment.

## 4. Law and Jurisdiction

The Contract of Carriage where the port of loading and/ or discharging are in Finland will be governed by Finnish law and disputes arising from the Contract or connected to these Standard Conditions shall be determined by the Helsinki City Court. However if Conventions on jurisdiction and the enforcement of judgments in civil and commercial matters (the Brussels Convention of 27 September 1968 as amended by the Accession Conventions under the successive enlargements of the European Communities or the Lugano Convention done on 16 September 1988) or the Council Regulation on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (EC No 44/2001) is applicable then the disputes arising from the Contract or connected to these Standard Conditions shall be heard by the District Court of Rotterdam. Any Dispute or Action arising under or in relation to the Contract where the port of loading and/ or discharging are not in Finland shall be governed by and construed in accordance with the laws of the Netherlands and shall be decided by the District Court of Rotterdam, the Netherlands, to the exclusive jurisdiction of which the Carrier and the Merchant submit themselves.

No proceedings may be brought before any other court, unless both the Carrier and Merchant expressly agree on the choice of another court or arbitration tribunal and the law to be then applicable.

## 5. Sub-contracting and Forwarding

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) For the purposes of the Contract of Carriage and subject to the provisions in these Standard Conditions, the Carrier shall be responsible for the acts and omissions of any Person whose services he makes use of for the performance of the Contract of Carriage. If however, it is expressly agreed with the Merchant that a certain part of the carriage shall be performed by a sub-contractor, the Carrier shall be under no liability whatsoever for loss or damage caused by an event occurring while the goods were in the custody of the sub-contractor.

(3) If the Carrier arranges pre-carriage and/or storage of the Goods from a place, other than the vessel’s port of loading, or on-carriage and/or storage of the Goods to a place other than the vessel’s port of discharge, the Carrier shall act as the Merchant’s forwarding agent only (making such contracts for such pre-carriage and on-carriage/storage on the terms and subject to the limitation of liability in use by the Person with whom such contracts are made) and the Carrier shall not be liable for any loss, damage or delay arising or occurring during any part of the carriage other than between the port of loading and the port of discharge even though the freight for the whole carriage may have been collected by him.

## 6. Methods and Route of Transport

(1) The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

(2) In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, to tow or to be towed, undergo repairs, adjust equipment, drydock with or without Goods and Article of Transport onboard and assist vessels in all situations.

## 7. Carrier’s Consolidation, carriage of Article of Transport on or under deck

(1) The Goods may be stowed on the vessel by the Carrier as received, or, at Carrier’s option, consolidated in an Article of Transport.

(2) All Goods in containers shall be carried on deck. The Goods, whether stowed as aforesaid or not, are to be carried on or under deck of the vessel at Carrier’s option with or without notice to the Merchant, and if they are so carried, they shall be carried subject to the Hague-Visby Rules, notwithstanding carriage on or under deck, and they shall contribute to general average, whether carried on or under deck. In the event the carriage of the Goods on deck has been agreed in the Contract and they are so carried and for all Goods in containers, the Carrier shall not be liable for any and all loss or damage to the Goods of whatsoever nature, howsoever caused and howsoever arising, even if caused by unseaworthiness, and the Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims with respect to damage to the Goods.

## 8. Loading, Discharging and Delivery

(1) The Goods are to be loaded into and discharged from the vessel by the Carrier unless otherwise stated in the Contract. Any and all Costs incurred before receiving the Goods at the Terminal at port of loading and/or after delivery at the Terminal at the port of discharging shall be for Merchant’s account.

(2) The Merchant or his assign shall tender the Goods at the Terminal latest at the time indicated in the Contract, which includes outside ordinary working hours notwithstanding any custom of the port. Failure to comply with this sub-clause shall relieve the Carrier from any obligation to load Merchant’s Goods and the vessel may leave the port without further notice and Carrier shall be entitled to charge the full freight and any other loss and/ or expenses are to be paid.

(3) The Merchant or his assign shall take delivery of the Goods immediately upon discharging whether during or outside ordinary working hours, notwithstanding any custom of the port, if so required by the Carrier. Otherwise the Carrier shall be at liberty to discharge and store the Goods at any place on Merchant’s own account and risk and any such discharge or storage, including into custody of customs or any other authority, to be deemed a true fulfillment of this Contract and constitute delivery for the purpose of clause 10 of these Standard Conditions. Failure to take immediate delivery of the Goods shall make the Merchant liable for Costs incurred by the Carrier, unless otherwise stated in the Contract.

(4) After the Carrier has taken receipt of the Goods at the Terminal the Merchant will, upon request, receive a Seaway Bill.

## 9. Hindrances etc Affecting Performance

(1) The Carrier shall use reasonable endeavors to complete the transport and to deliver the Goods at the place designated for delivery.

(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, industrial action and boycotts and if by virtue of sub-clause

(1) the Carrier has no duty to complete the performance of the Contract, the Carrier whether or not the transport is commenced may elect to:

a) 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

b) deliver the Goods at the place designated for delivery. In any event the Carrier shall be entitled to full freight for any Goods received for transportation and additional compensation for extra Costs resulting from the circumstances referred to above.

## 10. Carrier’s Liability

(1) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods into his charge and the time of delivery according to the agreed Contract and provisions of applicable law.

(2) Unless otherwise provided under mandatory applicable law, the Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

a) The wrongful act or neglect of the Merchant.

b) Compliance with the instructions of the person entitled to give them.

c) The lack or insufficiency of or defective condition of packing in the case of Goods, which by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.

d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

e) Inherent vice of the Goods.

f) Insufficiency or inadequacy of marks or numbers on the Goods.

g) Strikes or lock-outs or stoppage or restraints of labour from whatever cause whether partial or general.

h) Fire, unless caused by the actual fault or privity of the Carrier.

i) Fault or neglect of the master, any member of the crew, pilot or other person performing work in the ship’s service and committed in the navigation or management of the vessel.

j) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

h) Any other ground for relief from liability for damage to or loss of Goods which the Carrier is entitled to rely on under applicable law.

(3) The Carrier shall not be liable for any loss, damage, or depreciation of the Goods resulting from ordinary handling and exposure (wear and tear) and the technical condition of the Goods.

(4) The Carrier shall not be liable for any sensitive and valuable Goods nor for removable/ loose parts/ items carried inside or outside the Article of Transport.

(5) The Carrier shall not be liable for loss or damage to mail or other documents carried at Merchants request.

## 11. Packing of Cargo

(1) For the purpose of determining the extent of the liability of the Carrier for loss of the Goods the sound value of the Goods is agreed to be the original commercial invoice value. The extent of the liability of the Carrier for loss or damage to the Goods allegedly sustained whilst the Goods were under Carrier’s custody is determined as follows:

(a) Damage to tyres and missing spare tyres are excluded, unless damage is caused by contact against sidewalls of tyres with a remaining tread in excess of 5 mm;

(b) Damage to Goods caused by any incorrect setting and/or malfunctioning whatsoever of temperature equipment of AoT are excluded;

(c) Scratches and any other cosmetic handling damages to AoT are excluded. In respect of (tank) containers, the distinction between acceptable wear and tear and non-acceptable damage as set out in ITCO ACC Manual dated September 2008 will be treated accordingly;

(d) Only costs of reasonable repairs and method of repairs common for similar damages in the trade will be considered.

(2) In the event of Combined 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 applicable by virtue of clause 12, compensation shall in no event be more than 2 SDR for each kilogram of the gross weight of the damaged Goods concerned or 666.67 SDRs per damaged package or article of transport, whichever is the lower.

(3) Survey fees are not reimbursable by the Carrier in any event.

## 12. Special Provisions and Paramount Clause

(1) Notwithstanding anything provided for in clauses 10 – 11 of these Standard 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 provisions contained in any international convention or national law, which provisions:

(a) can not be departed from by private contract to the detriment of the claimant and;

(b) 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 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 in Containers and/or Goods that are stated to be carried on deck and are so carried.

(2) In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea by virtue of the foregoing provisions of this clause 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 25th August, 1924, as amended by the Protocol signed at Brussels on 23<sup>rd</sup> February, 1968, and the protocol in relation to SDRs signed at Brussels on 21<sup>st</sup> December, 1979 from the time the Goods are received at the Terminal in the port of loading to the time the Goods are discharged at the 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 Articles of Transport on deck as described in sub-clause (2) of clause 7, shall be carried under the same liability as stated above.

(3) The Transfennica Shipping Terms as published at [www.transfennica.com](http://www.transfennica.com) are deemed incorporated into these conditions. In case of any inconsistency, the provisions of clause 10 will prevail.

## 13. Delay, Consequential loss

The Carrier does not undertake to deliver the Goods at the port of discharge or place of delivery at any particular time or to meet any particular market or use. All departure, arrival and voyage times given by or on behalf of the Carrier are estimates only and cannot be guaranteed. The Carrier without prior notice may change sailing schedules and timetables. The Carrier shall in no circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay. In the event the Carrier nevertheless is held liable for delay, its liability shall be limited to a maximum of the sea freight paid or payable for the carriage of the Goods delayed.

## 14. Defences and Limits for the Carrier and Servants

(1) The defences and limits of liability provided for in these Standard Conditions shall apply in any action against the Carrier for loss, damage or delay to the Goods whether the action be founded in contract or in tort.

(2) If any action for loss, damage or delay to the Goods is brought against a Servant, agent or independent contractor, including stevedores or any those referred to in sub-clause (2) of clause 5, such Person shall be entitled to avail himself of the defences and limits of liability, which the Carrier is entitled to invoke under these Standard Conditions, as if they were expressly made for his benefit and in entering into any Contract of Carriage the Carrier does so not only on his own behalf but also as agent and trustee for such Persons who shall to this extent be or be deemed to be parties thereto.

(3) In any case the aggregate of the amounts recoverable from the Carrier and his Servants, agents or independent contractors, including stevedores and any of those referred to in sub-clause (2) of clause 5, shall in no case exceed the limits provided for in these Standard Conditions.

## 15. Merchant’s Responsibility

(1) 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 he shall indemnify the Carrier against any loss, damage and expense arising of resulting from inaccuracies in or inadequacy of such particulars.

(2) The Merchant must provide the verified gross weight of each packed container to the Carrier and/or its agents prior to loading the container on board in accordance with SOLAS Chapter VI Regulation 2. If the verified gross weight is not provided to the Carrier prior to the scheduled loading, the container shall not be loaded and shall remain at the terminal for risk and account of the Merchant. The Merchant shall assume liability for and shall indemnify, defend and hold harmless the Carrier and/or its agents from and against any loss or damage (including consequential loss or damage), costs, fines, penalties and all other claims of whatsoever nature arising from the Merchant’s failure to comply with above compulsory requirement. The freight shall be payable to the Carrier even if the container could not be loaded due to Merchant’s failure to comply with above requirement and any delay of the vessel resulting from Merchant’s failure shall count as time on demurrage at the agreed demurrage rate.

(3) The Articles of Transport shall be fitted with clearly marked, adequate and sufficient lashing points and Merchants must provide any special lashing instructions and drawings to the Carrier. The Carrier shall not be liable for Merchants failure to comply with the provision of this clause.

(4) All self-divisible Article of Transport must be in good operating conditions and Merchants must provide starting and driving instructions to self-divisible Article of Transport. The Carrier shall not be liable for any loss or damage due to Merchants failure to comply with the provision of this clause and Merchants remain liable for all Costs and delay incurred by the Carrier including but not limited to extra starting or shifting of the self-divisible Article of Transport.

(5) The Carrier is entitled, but not obliged, to open, at any time, any Article of Transport consolidated and prepared for conveyance by the Merchant in order to inspect such Article of Transport and its contents. If any Article of Transport is opened and/ or inspected by any Customs or other Government Authority at any time, the costs and expenses of opening and/ or inspection and/ or moving to a place of inspection 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 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 his 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 Merchant’s disposal at any place. In such case the Carrier is entitled to full freight and indemnity as described above in this clause.

(6) The Merchant warrants that there will be no arms, stowaways, contraband or any other illegal drugs, cigarettes, alcohol or other unlawful merchandise stowed in the Goods or in/on the Articles of Transport or carried by any person accompanying the Goods. The Merchant shall indemnify and hold harmless the Carrier and its Servants for any and all Costs, liabilities, fines, penalties and losses the Carrier may suffer as a result of the Merchant breaching its warranty hereunder and irrespective whether the Merchant acted in good faith or not.

(7) Any sensitive, valuable and removable parts belonging to the Goods to be carried, must be packed and protected by the Merchant and will only be transported by the Carrier if specifically agreed between the Merchant and the Carrier. If Carrier has not agreed to transport these removable parts separately, he shall be under no responsibility for any damages, losses or delays to such removable parts. The Merchant shall inform the Carrier of all precautions to be taken for the safe handling of these removable parts.

**16. Freight**

- (1) Freight, whether pre payable, payable at destination or otherwise, shall be deemed fully earned, due and payable upon receipt of booking confirmation or the Goods, whichever occurs first and non-returnable in any event, vessel and/or Goods lost or not lost. Freight is payable by the Merchant in freely transferable currency to Carrier's nominated bank account. The Carrier's claim for any demurrage, charges, surcharges, dues, tolls or levies etc. under this Contract shall be considered payable in like manner as soon as those have been incurred. Interest at eleven (11) per cent, per annum, compounded annually, shall run from the date when freight and charges are due.
- (2) The Carrier reserves the right to adjust the agreed freight at any time in order to compensate the Carrier for any increase in costs including but not limited to fuel prices, duties, taxes, charges, ISPS costs etc.
- (3) 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.
- (4) Freight is calculated on the basis of particulars furnished by or on behalf of the Merchant. The Merchant shall be required to pay additional freight in case of incorrect declaration of contents, weights or measurements of the Goods. For the purpose of ascertaining the actual particulars of the Goods, the Carrier reserves the right to demand from the Merchant the original commercial invoice and to have the contents inspected and the weight or measurement verified.
- (5) The Merchant shall be liable for the payment of all freight, charges, demurrage etc. payable at destination, which the Carrier cannot obtain from the Shipper or Receiver.
- (6) The Merchant shall be liable for all expenses of any fumigation and of gathering and sorting loose cargo and of weighing and all costs incurred in repairing damage to the Goods and for any and all Costs caused by extra handling of the Goods for any of the aforementioned or other reasons.
- (7) Any and all dues, tolls, levies, duties, taxes, VAT, charges and surcharges which under any denomination may be levied on any basis such as but not limited to weight/measurement of the Goods, tonnage of the vessel or amount of freight including agency commission assessed on the basis of the amount of freight shall be paid by the Merchant prior to the delivery of the Goods.
- (8) The Merchant shall be liable for any and all duties, taxes, VAT, debts, fines, penalties, expenses or losses which the Carrier, vessel or Goods may incur through non-observance of Custom House or import or export regulations or any anti-drug abuse act.
- (9) Freight and all other charges including demurrage shall be considered paid only when received into Carrier's bank account stated below. Merchants remain liable for freight and all other charges including demurrage which are not received by the Carrier into the bank account stated below. Freight is immediately payable by Merchants in freely transferable currency to Carrier's account number: Danske BIC: DABAFIHH, IBAN: FI39 8000 1270 6397 28.
- (10) All freight shall be paid without any set-off, counter claim, deduction or stay of execution before delivery of the Goods.

**17. Lien**

The Carrier shall have a lien (which includes a right of retention) on the Goods and any documents relating thereto for any and all sums, including but not limited to freight, dead freight, demurrage, detention, Costs, dues, taxes, tolls, fines, penalties or claims for damages or indemnity payable to the Carrier or related with the carriage under this Contract or any previous shipments by the Merchant and for general average and/or salvage contributions to whom due, and for the cost of recovering the same, and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty and recover all his Costs there from without notice to the Merchant. Whether or not the lien can be enforced at the loading or discharging port, the Master may discharge and lien the Goods at any other convenient port or place. Such discharge of any of the Goods shall be deemed due fulfillment of this Contract and shall not be deemed to be a contractual deviation. The Carrier shall be entitled to claim from the Merchant the difference between the total amount due to him including any extra expenses (including Costs) incurred under the provisions of this clause and the net proceeds of the Goods.

**18. General Average**

General average shall be adjusted at any place or port in Carrier's option according to the York- Antwerp Rules, 1994 (with the addition that in all cases when the vessel is grounded all expenditure made and damage sustained by the vessel in endeavoring to refloat her will be allowed in general average, even if the vessel and the Goods were not in immediate or prospective peril). The Merchant expressly waives and renounces article 148, part II of the Belgium Commercial Code. The Carrier shall be under no obligation to exercise any lien and/or to collect any security in respect of general average sacrifice of the Goods. If the Carrier delivers the Goods to the Merchant without claiming any security for contribution to general average, the Merchant, by receiving the Goods, becomes personally liable for contribution up to the C.I.F. value of the Goods provided the Carrier notifies the Merchant within three (3) months after receipt by the Merchant of the Goods of his intention to declare general average. Merchant's contribution to general average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the master, pilot or crew.

**19. Both-to-Blame Collision Clause and New Jason Clause**

The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO to be considered incorporated herein.

**20. Dangerous Goods**

- (1) The Merchant undertakes not to tender for transportation any Goods which are marine polluting or of any dangerous, inflammable, radio-active or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Aot or other covering on the outside (packing) as required by any laws or regulations which may be applicable during the carriage. Moreover, Merchants must provide the Dangerous Goods Declaration (DG Declaration) and Transport Emergency Instructions and, if applicable, Container / Trailer / Vehicle Packing Certificate in writing and in accordance with the International Maritime Dangerous Goods Code (IMDG-Code) and with the supplements on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAG) and or in accordance with any applicable national statutes or regulations in force at the time of shipment have been given to the Carrier or to the agent of the Carrier and a prior consent of the shipment has been obtained.
- (2) Each Article of Transport and packaging containing Dangerous and or Marine Polluting Goods is to be marked in accordance with the IMDG-Code and identified with the distinctive label or stencil of the label on the outside of the Article of Transport or packages according to statutes or regulations. If an EmS No or MFAG table No is not available in the General Index of the IMDG-Code or this refers to subsections 4.2, 4.3, or 7.3 of the MFAG, written transport emergency instruction in English, as may be required by the applicable national statutes and or regulations and by the Carrier, shall be enclosed to the DG Declaration by the Shipper. The Merchant to certify, either on the shipping papers or in a separate declaration, that the Goods which he Offers for shipment have been properly packed, marked, labeled and are in proper condition for carriage.
- (3) Subject to the sub-clause 20 (1) and 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.
- (4) Dangerous Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained by the Terminal operator and/or local authorities for the Goods to remain in the port.
- (5) Dangerous Goods which have not been declared to, or declared incorrectly to, the Carrier and dangerous Goods which subsequently become a risk to the method of transport, other cargoes or the environment may be discharged, destroyed or be 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.
- (6) Whether or not the Merchant was aware of the nature of the substances, the Merchant shall defend, indemnify and hold the Carrier harmless from and against all claims, losses, damages or expenses arising out of the carriage of dangerous, marine polluting, hazardous and noxious substances.
- (7) The Merchant shall be liable for any damage, loss and expense, howsoever caused, if any of the foregoing provisions, as applicable, are not complied with.

**21. Shipper's Consolidation, Reefer and Heating Machines**

- (1) The Merchant warrants that the Goods are in every respect fit for carriage by sea and that the cargo in or on the Article of transports is properly loaded, stowed, lashed and secured for carriage by sea and in accordance with European Standard for "Load Restraint Assemblies on Road Vehicles" (EN 12 195- 1:2004) and the IMO/ILO/UN ECE "Guidelines for Packing of Cargo Transport Article of Transports" including any amendments thereto. The Article of Transports shall be fitted with adequate and sufficient lashing points. Failure to comply with this sub-clause 21(1) entitles the Carrier at all times and at its sole discretion, to either make additional arrangements for the account of the Merchant, or suspend its obligations under this Contract without releasing the Merchant from all its obligations under this Contract, including the payment of the full freight stated in the Contract.
- (2) If an Article of Transport has been loaded, checked, stowed or stuffed by the Merchant, its agent, Servants or independent contractors, the Carrier shall not be liable for any loss of or damage to its contents or to property belonging to others howsoever caused and the Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all loss, damage, delay, liability and Costs caused by:
  - (i) Complete or partial failure to comply with clause 21(1) above, or
  - (ii) the unsuitability of the Goods for Carriage in the Article of Transport supplied; or
  - (iii) the unsuitability of the Article of Transports/Goods for sea carriage, or
  - (iv) the opening of an Article of Transport and inspection of the Goods by the Carrier or by order of authorities at any place, or
  - (v) the unsuitability or defective condition of the Article of Transport provided that, where the Article of Transport has been provided by or on behalf of the Carrier, this sub-paragraph (iv) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Article of Transport was packed or loaded.
- (3) The Carrier shall not be responsible for checking Article of Transport seals or seal numbers and shall not be required by the Merchant to carry out any seal check or to note seal numbers on any document at any time whatsoever, unless the Merchants have paid a fee for the checking of the seal number and provided the Carrier with clear instructions for the checking of the seals. Where seal numbers are noted for whatever reason by the Carrier then no representation whatsoever is made by the Carrier as to the accuracy of either the condition, quality and quantity of cargo inside the Article of Transport, the number noted or the condition of the seal.
- (4) The Carrier shall not be liable for any loss or damage, howsoever arising, to overlength or overwidth parts of Article of Transport that are outside the standard dimensions of the ISO frame. The Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all consequences thereof, including, without limitation, delays, fines, pollution and Costs.
- (5) If Article of Transports supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Article of Transports, with interiors clean, to the point or place designated by the Carrier or his Servants within the time prescribed in the Contract. Should an Article of Transport not be returned within the time prescribed in the Contract, the Merchant shall pay the Carrier demurrage in accordance with the "Transfennica's Standard Container Leasing Terms".

(6) The Goods, including goods of a perishable nature, shall be carried without special protection, services or other measures unless it is expressly stated in the Contract that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Article of Transport and are to receive special attention in any way. The Carrier shall not be liable for the consequences of any and all malfunctioning (including shortage of fuel supply) of the refrigerating, heating, electrically ventilating or any other machinery, plants or apparatus (collectively "Machinery") attached to or fit in any Article of Transport used for carriage. The Merchant releases and indemnifies the Carrier and its Servants from and against any claims, losses and expenses whatsoever in respect of any loss, deterioration or damage to the Article of Transports, its Machinery or to the Goods which arises from or as a consequence of:

- (i) Failure by the Merchant to provide or delay in providing a suitable electricity supply to operate the Article of Transport's Machinery or failure to provide suitable electrical or other equipment to enable the electricity supply of the vessel or the Terminal to be connected to the Article of Transport's Machinery, or;
  - (ii) refusal to connect the vessel's or Terminal's electricity supply to the Article of Transport's Machinery and the Carrier shall in this respect have an absolute right to refuse to permit such a connection if the Carrier considers, at its sole discretion, that the Article of Transport or its Machinery is unsuitable for connection with electricity supply of the vessel or the Terminal or would be unsafe if so connected, or;
  - (iii) Failure by the Merchant to timely provide the Carrier with clear and adequate written instructions including but not limited to temperature settings, operating instructions and accurate details regarding the electrical or fuel supply connections of the Machinery, irrespective of the Carrier having asked for such instructions or not, or;
  - (iv) Failure by the Merchant to check the Machinery and that it is properly and exactly set before receipt of the Article of Transport(s) by the Carrier.
- (7) The Carrier shall have no liability whatsoever if such refrigerated or heated Goods are carried in a range of plus or minus five (5) degrees centigrade in regard to any carrying temperature designated in writing by the Merchant in this Contract or otherwise.
- (8) Whenever the Carrier provides any Machinery attached to an Article of Transport with fuel, in order to allow it to keep operating during the Carriage, and/or checks the temperature data as they appear from the setting and the thermostat of the said Machinery, then this shall be done at the sole responsibility of the Merchant. The Carrier shall thus not be liable for any damage resulting from the fact that the Carrier does not provide such fuel or provides not enough fuel and/or does not check such temperature data or checks them incorrectly and/or does not provide the Merchant with the results of such check.

**22. Person(s) Accompanying the Goods**

The Carrier may, at its sole discretion, allow any person on board to accompany the Goods during the Carriage after signing Carrier's indemnity form. The Merchant warrants that any such person is fully authorized to do so and has all the valid documentation on him required by immigration, customs, health and other regulations and authorities. Such person shall be considered to be an employee of the Merchant and the Merchant shall defend, indemnify and hold the Carrier and its Servants harmless from any whatsoever loss, damage, liability and Costs they may incur arising or resulting from such person being on board the vessel. Any person accompanying the Goods shall at all times follow and carry out all lawful directions or instructions given by the Carrier and/or the crew of the vessel, relating but not limited to the personal safety issues. In the interest of safety and security of the vessel, its crew and the Goods, the Carrier reserves the right to refuse or to remove any such person on or from board, irrespective of any prior permission granted to board the vessel. The Carrier shall not be liable for any loss, damage or Costs suffered by the Merchant or any such person following Carrier's decision to refuse or remove such person and the freight shall be deemed earned and payable in any event.

**23. ISPS Code**

The Merchant shall provide the Carrier with its full style contact details and any other information the Carrier deems necessary in order to comply with the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the vessel. Any delay resulting from Merchant's failure to comply with this clause shall count as demurrage as referred to in clause 24 of this Contract.

**24. Demurrage**

The Carrier shall be paid demurrage by the Merchant at the daily rate of one (1.0) EURO per ton of the vessel's gross tonnage if any delay to the vessel is caused by the Merchant. The demurrage shall be pro rata for any part of a day and payable day by day.

**25. Sanctions**

- (a) For the purposes of this Clause: (i) "Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority, (ii) "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other acting authority or government and (iii) "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority, including any entity in which a Sanctioned Party owns, directly or indirectly, a 50% or greater interest.
- (b) At the date and during the performance of this Contract, the Carrier and Merchant warrant for themselves and for any sub-charterers, shippers, receivers, or cargo interests that they are not a Sanctioned Party and will not engage in any Sanctioned Activity.
- (c) If at any time either Carrier or Merchant is in breach of sub-clause 25(b) then the party not in breach may terminate this Contract and/or claim damages resulting from the breach.
- (d) Without prejudice to any other rights that may be available in sub-clause 25(c), if the performance of this Contract involves directly or indirectly a Sanctioned Party or a Sanctioned Activity, the Carrier shall be entitled at any time to:
  - (i) if loading has not commenced, terminate this Contract or (ii) if the voyage or the loading has commenced, refuse to proceed and discharge the Goods already loaded at any safe port or place of Carrier's choice (including the port or place of loading). The Carrier shall be entitled to recover from the Merchant the extra expenses of such discharge and if the discharge takes place at any port other than the discharge port, to receive the full freight as though the Goods had been carried to the port of discharge.
  - (e) If in compliance with sub-clause 25(d) anything is done or not done, such shall not be deemed a deviation but shall be considered due fulfillment of this Contract and the Merchant shall indemnify the Carrier against any and all claims brought by the cargo interests including the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or sub-charterers against the Carrier by reason of the Carrier's compliance with sub-clauses 25(d)(i) or 25(d)(ii).
  - f) The Merchant shall procure that this Clause shall be incorporated into all sub-charterers, bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Contract.

**26. Government Directions, War, Epidemics, Ice, Strikes, Port Closures etc.**

- (a) For the purpose of this Clause, the words:
  - (i) "Carrier" shall include the owners of the Vessel, bareboat charterers, charterers, disponent owners, managers, insurers or financiers or other operators who are charged with the management of the Vessel, and the Master; and
  - (ii) "Risks" shall include any war (whether actual or threatened and whether or not existing or anticipated at the commencement of the voyage), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, violent robbery, capture or seizure, acts of terrorists, acts of hostility or malicious damage, seizure, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against the Goods, certain cargoes or crews or otherwise howsoever), by any person, body, organisation, terrorist or political group, or the Government of any state whatsoever, or the risk of life or freedom of any person on board the Vessel, which, in the reasonable judgement of the Carrier, may be dangerous or are likely to be or to become dangerous to the Vessel, the Goods, crew or other persons on board the Vessel or may cause delay; and
  - (iii) "Orders" shall include any orders or directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or any other matter involving the navigation or management of the Vessel or the prosecution of her voyages (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or any department thereof, or by any belligerent or by any organised body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any such Government or of any belligerent or of any such organised body, or by any Committee or person having, under the terms of any insurance or mortgage on the Vessel, the right to give any such orders or directions or recommendations.
- (b) The Carrier shall at any time have liberty to comply with any Orders given. If by reason of or in compliance with any such Orders anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such Orders shall be due fulfillment of this Contract of Carriage and the full freight shall be payable.
- (c) If at any time before the Vessel commences loading or being enroute to the port of loading or during loading it appears that, in the reasonable judgement of the Carrier, performance of this Contract of Carriage, or any part of it, may expose or is likely to expose the Vessel, her cargo, crew or any other persons on board the Vessel to Risks, the Carrier may give notice to the Merchant cancelling this Contract of Carriage or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or any other persons on board the Vessel to Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, the Vessel, her cargo, crew or any other persons on board the Vessel may be exposed, or may be likely to be exposed to Risks, the Carrier shall first nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Merchant shall not have accepted the nomination of such safe port or ports within 48 hours (Sundays, holidays included) of receipt of notice of such requirement.
- (d) Should it appear that epidemics, infectious or contagious diseases, quarantine, labour troubles or obstructions, blockades, port congestion, port closures, strikes, lockouts, any of which on board, ashore or elsewhere, ice, bad weather, swell or any other whatsoever difficulties in loading or discharging would prevent the Vessel from reaching, entering, using or leaving the port of loading or reaching the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, or the performance of this Contract of Carriage would expose the Vessel or any cargo on board to risk of seizure, damage, delay, to Risks, or any person on board to Risks, the Carrier may at its sole discretion, discharge the Goods at the port of loading or at any other safe and convenient port or place and this shall constitute complete and final delivery and due fulfillment of this Contract of Carriage and the full freight shall be payable.
- (e) If in connection with the exercise of any liberty under this Clause 26 any extra expenses, including any extra insurance costs in respect of Vessel, blocking and trapping, loss of hire, ice risks, crew and crew war bonus, are incurred, they shall be paid by the Merchant in addition to the full freight, together with return freight if any and a reasonable compensation for any extra services rendered to the Goods all for which the Carrier shall have a lien on the Goods.
- (f) If any situation referred to in this Clause may be anticipated, or if for any such reason the Vessel cannot safely and without delay approach, reach or enter the loading port or must undergo repairs or is likely to prejudice the interest of the Vessel including her future engagements whether by delay or otherwise, the Carrier may cancel this Contract of Carriage without any liability to the Merchant. The Merchant shall be informed if possible.