

ECKERÖ LINE OY AB

STANDARD CONDITIONS OF CARRIAGE

The Provisions set out in this document are based upon NORTH SEA STANDARD CONDITIONS OF CARRIAGE, the Clauses 17 (2) and 21 (1) having been altered.

These Standard Conditions of Carriage shall apply to every contract concluded with the Carrier for the performance of the entire transport as undertaken by the Carrier, whether evidenced by the issuance of a document or not.

I GENERAL PROVISIONS

1 Definitions

"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 respectively applicable.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of any document evidencing the Contract of Carriage and the Owner of the goods.

"Article of Transport" 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.

"Goods" includes, unless otherwise indicated, the Article of Transport as well as the contents thereof.

2 Tariff

The tariffs applicable on the carriage as at the date of conducting the carriage are laid down in the price list of the Carrier. Copies of the relevant provisions of the Tariff are available from the Carrier upon request.

3 Time Bar and Notice of Loss In Combined Transport

All liability whatsoever of the Carrier shall cease unless suit is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered. 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 place 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 six consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described on receipt.

4 Law and Jurisdiction

Disputes arising under or in relation to the Contract of Carriage shall be determined at the option of the Plaintiff by the competent court and subject to the provisions of these Standard Conditions in accordance with the law at

- a) the principal place of business or, in the absence thereof, the habitual residence of the Defendant;
- b) the place where the Contract of Carriage was made, provided that the Defendant has there a place of business, branch or agency through which the Contract of Carriage was made;
- c) the place where the Goods were taken in charge by the Carrier or the place designated for delivery or the place where the Goods were actually delivered.

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

II PERFORMANCE OF THE CONTRACT

5 Sub-contracting

- 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 purpose 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.

6 Methods and Routes of Transportation

- 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, undergo repairs, adjust equipment, dry-dock and assist vessels in all situations.

7 Carrier's Consolidation, Carriage of Articles of Transport on or under Deck

- 1 Goods may be consolidated by the Carrier in Articles of Transport.
- 2 Articles of Transport, 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.

8 Delivery

If the Merchant does not take delivery of the Goods within a reasonable time after the Carrier calls upon him or his agents so to do, and in any event within two months after discharge, the Carrier shall be at liberty to store the Goods on behalf of the Merchant at the Merchant's risk and expense subject, if requisite, to the lien provisions of Clause 18 hereof. Such storage shall constitute delivery for the purpose of Section III of these Standard Conditions.

9 Hindrance etc. Affecting Performance

- 1 The Carrier shall use reasonable endeavours 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 any kind whatsoever including strike 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.
- 3 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.

III CARRIER'S LIABILITY

10 Basic 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.

- 2 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 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) Any cause or event which the Carrier could not avoid and the consequence where- of he could not prevent by the exercise of reasonable diligence.
- 3 Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall not be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.
- 4 The burden of proving that the loss or damage was due to one or more of the causes or events specified in (a), (b) and (i) of sub-clause (2) 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 or more of the causes or events specified in (c) to (h) of sub-clause (2), 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.

11 The Amount of Compensation

- 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.
- 2 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 In 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 applied by virtue of clause 13, compensation shall not exceed 2 SDRs per kilo of gross weight of the goods lost or damaged. A SDR means Special Drawing Right as defined by the International Monetary Fund.
- 4 Higher compensation may be claimed only when the value of the Goods declared by the Consignor 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 his liability. In that case the value declared shall be substituted for the aforementioned limits.

12 Delay, Consequential Loss etc.

- 1 Times shown in time-tables, sailing plans or elsewhere are approximate and not guaranteed. They are not to be considered part of the Contract of Carriage and are subject to change without notice.

- 2 The Carrier accepts liability of consequential loss, other than loss of or damage to the Goods, only in so far as mandatory rules to this effect are applicable. In such case delay in delivery of the Goods shall be considered as existing only if it is proved that delivery of the Goods has not been made within a time limit that is not clearly unreasonable with regard to all circumstances of the case
- 3 If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Carrier shall be limited to the freight for the transport or to the value of the Goods as determined in Clause 11, whichever is least.

13 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) cannot 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 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 the 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 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDRs 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 Articles of Transport on deck, as described in sub-clause (2) of Clause 7, shall be carried under the same liability as stated above.

14 Defences and limits for the Carrier and servants etc.

- 1 The Defences and limits of liability provided for in these Standard 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 in tort.
- 2 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 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 their 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.

IV DESCRIPTION OF GOODS

15 Carrier's responsibility

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.

16 Shipper's responsibility

The Shipper 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 Shipper, and he shall indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the Shipper.

V FREIGHT AND LIEN

17 Freight

- 1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Prepayable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier, and freight and 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. Interest at 1.5 per cent per month or, in the event of mandatory national provisions, at such other rate that is compulsorily applicable, shall run from the date when freight and charges are due.
- 2 The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable the following clause to apply:

If the currency in which freight 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 freight and charges are payable, then all freight and 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 and charges shall - subject to the preceding paragraph - be paid at the highest selling rate of The European Central Bank current on the day when such freight and charges are paid. If the banks are closed on the day when the freight and charges are paid the rate to be used will be the one in force on the last day when the banks were open.

- 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 For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.
- 5 If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable.
- 6 The Shipper shall be liable for the payment of all freights, charges and demurrage etc. payable at destination, which the Carrier cannot obtain from the Receiver.

18 Lien

The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his discretion for all freight, 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 costs and expenses of exercising such 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 any of the parties included in the term Merchant.

VI MISCELLANEOUS PROVISIONS

19 General Average

- 1 General average shall be adjusted according to York-Antwerp Rules 1974 at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of 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 so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. If a salving vessel is owned or operated by the Carrier, salvage shall be as fully as if the said salving vessel belonged to strangers.
- 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 C.I.F. 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.
- 3 The Merchant undertakes, if so requested by the Carrier, to disclose the C.I.F. 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.

20 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.

21 Dangerous Goods

- 1 Goods of dangerous or marine polluting or damaging nature including radioactive material must not be tendered for shipment unless 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.

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 and packages as by applicable 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 sub-sections 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, labelled and are in proper condition for carriage.

- 2 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.
- 3 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.

- 4 Dangerous Goods which have not been declared to, or have been 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 rendered harmless and to be disposed of by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.
- 5 The Merchant shall be liable for any damage, loss and expense, howsoever caused, if the foregoing provisions, as applicable, are not complied with.

22 Shipper's Consolidation. Reefer and Heating Machines

- 1 If an Article of Transport has not been consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under clauses 10 and 13 hereof, not be liable for damage to or loss of the Goods therein nor for damage to or loss of the Articles of Transport itself and the Merchant shall indemnify the Carrier for any loss, damage or expenses incurred by the Carrier, if such loss, damage or expense is attributable to
 - a) overloading, negligent or inadequate consolidation, securing covering or locking of the Article of Transport;
 - b) the Goods being unsuitable for carriage in the Article of Transport actually used;
 - c) the unsuitability or defective condition of the Article of Transport, unless the Article of Transport 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 Article of Transport for conveyance.
- 2 The Carrier does not accept liability for the consequences of malfunctioning of refrigerating or heating machines attached to Articles of Transport.

23 Heavy Lifts

All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted to or available at the quay work or on the vessel to be for the Merchant's account. Notwithstanding the provisions of sub-clause (2) of clause 13 the liability of the Carrier in respect of heavy lifts is limited to the period from the time when the Goods are loaded until the time they are discharged from the vessel.

VII SPECIAL AND LOCAL CLAUSES

24. Deck Cargo not covered by clause 7.2

Goods of any description may be stowed on or under deck without notice to the Merchant. Goods, which are stated to be carried on deck in the Document evidencing the Contract of Carriage and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss and damage of any nature whatsoever arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

25. Inspection of Articles of Transport

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 for the purpose of Clauses 21 and 22 (1) a-c or if any Article of Transport 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 to 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 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 the Merchant's disposal at any place. In such case the Carrier is entitled to full freight and indemnification as described above in this Clause.

26. Seals

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

27. Carriage Governed by Any of the Nordic Maritime Codes

- 1 In so far as the provisions of the Danish, Finnish, Norwegian, Swedish, Estonian or Latvian Maritime Codes are applicable to the carriage of Goods by sea, it is expressly stated that such carriage by sea is subject to 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 as amended by the Protocol signed on 23 February 1968 (the Hague/Visby Rules) and the protocol in relation to SDRs signed at Brussels on 21 December 1979 and that any term(s) or condition(s) in these Standard Conditions of Carriage or in the Contract of Carriage deviating from the provisions of the Hague/Visby Rules or from the compulsory provisions of the Danish, Finnish, Norwegian, Swedish, Estonian or Latvian Maritime Codes to the detriment of the Consignor, Shipper or Consignee are null and void to the extent that it deviates, directly or indirectly, from the provisions of the Hague/Visby Rules or the applicable Danish, Finnish, Norwegian, Swedish, Estonian or Latvian Maritime Codes. The nullity of such a term or condition does not affect the validity of the other terms and conditions of these Standard Conditions of Carriage or the Contract of Carriage.
- 2 With respect to live animals and deck cargo stated to be carried on deck in the Document evidencing the Contract of Carriage and actually carried on deck, in so far as the provisions of the Danish, Finnish, Norwegian, Swedish, Estonian or Latvian Maritime Codes are applicable to the carriage by sea, the Carrier is not liable for loss, damage or delay in delivery resulting from any special risk inherent in that kind of carriage.

28. Carriage of vehicles with driver

Carriage of all vehicles of whatever kind with driver shall be performed on the basis of and in accordance with "Ship Term: Loading on board vessel" and Ship Term: Discharge" as defined in the Standard Shipping Terms 2008 (as published by ICC Finland). Copies of these terms are available from the Carrier or from ICC Finland. (See also extract in Appendix 1 to these Standard Conditions of Carriage)

29. Carriage of semitrailers

Carriage of all Articles of Transport (excluding vehicles with driver) shall be performed on the basis of and in accordance with "Trailer Term" as defined in the Standard Shipping Terms 2008 (as published by ICC Finland). Copies of these terms are available from the Carrier or from ICC Finland. (See also extract in Appendix 1 to these Standard Conditions of Carriage)

30. NSOCC GREEN CARD 2011

The terms of the NSOCC Green card 2011 are applied in all carriage of Articles of Transport. (See Appendix 2. to these Standard Conditions of carriage)

Appendix 1.

Extract from “STANDARD SHIPPING TERMS 2000” published by ICC Finland. Full copies of the booklet can be purchased from ICC Finland.

APPENDIX 1.

Perävaunuehto, lastaus Trailer Term: Loading

This Shipping Term can be used when the Contracting Shipper hands over the trailer, or other large-sized wheeled unit load, to the Carrier by delivering it to the place named by the Carrier in the port of loading.

**TRAILER TERM. LOADING:
THE CONTRACTING SHIPPER**

1 Delivering the trailer to the Carrier

The Contracting Shipper delivers the trailer, or other large-sized wheeled unit load, to the Carrier at the agreed port of loading, at the time stipulated.

The Contracting Shipper hands over the trailer, or other large-sized wheeled unit load to the Carrier when the Contracting Shipper delivers the trailer at the loading area named by the Carrier in the port and releases his hold on it.

3 Division of costs

The Contracting Shipper bears all costs of delivering the trailer, or other large-sized wheeled unit load, to the place named by the Carrier in the port of loading in accordance with 1 and also cost of lay time until the Carrier attaches the trailer, or other large-sized wheeled unit load in order to load it on board a vessel.

Should the Contracting Shipper fail to deliver the unit in accordance with 1 or should he fail to fulfil the obligations defined in 7, he is liable for all direct costs thereby incurred to the Carrier.

**TRAILER TERM. LOADING:
THE CARRIER**

2 Taking delivery of the trailer from the Contracting Shipper

The Carrier takes delivery of the trailer, or other large-sized wheeled unit load, from the Contracting Shipper in the agreed port of loading at the time stipulated.

The Carrier receives the trailer, or other large-sized wheeled unit load, when the Contracting Shipper delivers them at the place indicated by the Carrier in the loading area, named by the Carrier in the port and releases his hold on it.

4 Division of costs

The Carrier bears all costs of taking delivery of the trailer, or other large-sized wheeled unit load, and carrying them after the Carrier attaches it in order to load it on board a vessel.

Should the Carrier fail to take delivery of the unit in accordance with 2 or should he fail to fulfil the obligations defined in 8, he is liable for all direct costs thereby incurred to the Contracting Shipper.

**TRAILER TERM. LOADING:
THE CONTRACTING SHIPPER**

5 Division of liability

The Contracting Shipper bears all liability for loss of or damage to the trailer, or other large-sized wheeled unit load, until he has handed them over to the Carrier in accordance with 1.

**TRAILER TERM. LOADING:
THE CARRIER**

6 Division of liability

The Carrier bears all liability for loss of or damage to the trailer, or other large-sized wheeled unit load, and the loss of or damage to the goods in them after he has received them in accordance with 2, provided that the load in the trailer, or other large-sized wheeled unit load, has been loaded, lashed and secured in accordance with 7.

Should the Carrier fail to take delivery of the trailer, or other large-sized wheeled unit load, and the goods in them in accordance with 2, he bears all liability, thereby incurred for loss of or damage to them.

**TRAILER TERM. LOADING:
THE CONTRACTING SHIPPER**

7 Other obligations

The Contracting Shipper must load the trailer, or other large-sized wheeled unit, and lash and secure their contents in accordance with the requirements applied so that the unit can be handled in a customary way.

The Contracting Shipper must give the Carrier sufficient information of the trailer, or other large-sized wheeled unit load, and of their delivery, in due time before the delivery.

**TRAILER TERM. LOADING:
THE CARRIER**

8 Other obligations

The Carrier must give the Contracting Shipper, in due time, notice as to when the trailer, or other large-sized wheeled unit load, must be at the place of taking delivery.

The Carrier may control at his own expenses the trailer or other large-sized wheeled unit at the port area before receiving it.

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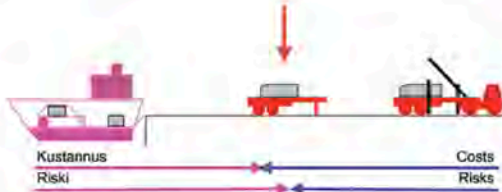
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STANDARD SHIPPING TERMS 2008

TRAILER TERM: LOADING
TRAILER TERM: LOADING

Perävaunuehto, purkaus Trailer Term: Discharge

This Shipping Term can be used for all methods of cargo handling when the Carrier hands over the trailer, or other large-sized wheeled unit load, to the Consignee in the port of discharge by delivering the unit to the port of destination for the Consignee to collect.



TRAILER TERM, DISCHARGE: THE CARRIER

1 Delivering the trailer to the Consignee

The Carrier delivers the trailer, or other large-sized wheeled unit load, to the Consignee at the time stipulated in the place named by the Carrier in the port of discharge.

The Carrier hands the trailer, or other large-sized wheeled unit load over to the Consignee, when the Consignee collects the trailer to his means of transport in the place named by the Carrier.

3 Division of costs

The Carrier bears all costs of delivering the trailer or other large-sized wheeled unit load, in accordance with 1.

Should the Carrier fail to deliver the trailer, or other large-sized wheeled unit load, in accordance with 1 or should he fail to fulfil the obligations defined in 7, he is liable for all direct costs thereby incurred to the Consignee.

STANDARD SHIPPING TERMS 2008

TRAILER TERM, DISCHARGE: THE CONSIGNEE

2 Taking delivery of the trailer from the Carrier

The Consignee takes delivery of the trailer, or other large-sized wheeled unit load, from the Carrier at the time stipulated in the place named by the Carrier in the port of discharge.

The Consignee receives the trailer, or other large-sized wheeled unit load, when he attaches them to his means of transport in the place named by the Carrier.

4 Division of costs

The Consignee bears all costs of lay time in the place named by the Carrier and all costs of handling and transporting the trailer, or other large-sized wheeled unit load, after he has received them in accordance with 2.

Should the Consignee fail to take delivery of the trailer, or other large-sized wheeled unit load, or should he fail to fulfil the obligations defined in 8, he is liable for all direct costs thereby incurred to the Carrier.

TRAILER TERM: DISCHARGE
TRAILER TERM: DISCHARGE

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TRAILER TERM, DISCHARGE: THE CARRIER

5 Division of liability

The Carrier bears all liability for loss of or damage to the trailer, or other large-sized wheeled unit load, and the goods inside them until he has handed them over to the Consignee in accordance with 1.

7 Other obligations

The Carrier must give the information necessary for taking delivery of the trailer, or other large-sized wheeled unit load, in due time before the delivery. The information must be given to the person named by the Contracting Shipper. If the Carrier is unable to give this information to the named person, he can give it to the owner of the cargo, or, if he does not know who is the owner, to the Contracting Shipper.

The Carrier must indicate the location of the unit to the person defined in this paragraph and give him notice as to when he can attach the unit to the means of transport.

The Carrier may control at his own expenses the trailer or other large-sized wheeled unit at the port area before receiving it.

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TRAILER TERM, DISCHARGE: THE CONSIGNEE

6 Division of liability

The Consignee bears all liability for loss of or damage to the trailer, or other large-sized wheeled unit load, and the goods in them after he has received them in accordance with 2.

Should the Consignee fail to take delivery of the trailer or other large-sized wheeled unit load, and the goods in them, he bears all liability thereby incurred, for loss of or damage to them.

8 Other obligations

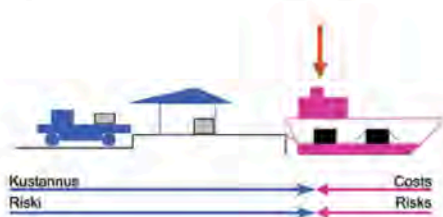
The Consignee must seek the information, defined in 7, relating to the delivery of the trailer, or other large-sized wheeled unit load, from the Carrier in due time.

The Consignee must give, in due time, the Carrier notice of any special requirements relating to the order or manner of delivering the trailer, or other large-sized wheeled unit load. The Consignee bears all additional costs incurred directly because of these requirements.

STANDARD SHIPPING TERMS 2008

Laivaehto, lastaus Ship Term: Loading

This Shipping Term can be used for all methods of cargo handling when the Contracting Shipper hands over the goods in the port of loading by delivering them on board the Carrier's vessel, to be transported by the Carrier.



SHIP TERM, LOADING: THE CONTRACTING SHIPPER

1 Delivering the goods to the Carrier

The Contracting Shipper delivers the goods on board a vessel in the agreed port at the time stipulated.

The Contracting Shipper hands over the goods when he delivers the goods on board the vessel in the place or in the manner agreed by the Carrier and the Contracting Shipper.

The Contracting Shipper can deliver the goods

- on board a vessel
- on board a vessel stowed
- on board a vessel stowed and secured and/or lashed

in accordance with the contract between the Contracting Shipper and the Carrier

3 Division of costs

The Contracting Shipper bears all costs of delivering the goods in accordance with 1.

STANDARD SHIPPING TERMS 2008

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SHIP TERM, LOADING: THE CARRIER

2 Taking delivery of the goods from the Contracting Shipper

The Carrier takes delivery of the goods on board a vessel in the agreed port at the time stipulated.

The Carrier receives the goods when the Contracting Shipper delivers the goods on board the vessel in the place or in the manner agreed by the Carrier and the Contracting Shipper.

4 Division of costs

The Carrier bears all costs after he has received the goods in accordance with 2.

SHIP TERM: LOADING
SHIP TERM: LOADING

SHIP TERM, LOADING: THE CONTRACTING SHIPPER

Should the Contracting Shipper fail to deliver the goods in accordance with 1 or should he fail to fulfil the obligations defined in 7, he is liable for all direct costs thereby incurred to the Carrier.

5 Division of liability

The Contracting Shipper bears all liability for loss of or damage to the goods until he has handed them over in accordance with 1.

7 Other obligations

The Contracting Shipper must give the Carrier sufficient information of the goods, and of their delivery, in due time before the delivery.

The goods must be suitably packed and marked so that they can be handled in a normal way and be identified as the contract goods.

SHIP TERM, LOADING: THE CARRIER

Should the Carrier fail to take delivery of the goods in accordance with 2 or should he fail to fulfil the obligations defined in 3, he is liable for all direct costs thereby incurred to the Contracting Shipper.

6 Division of liability

The Carrier bears all liability for loss of or damage to the goods after he has received them in accordance with 2.

Should the Carrier fail to take delivery of the goods in accordance with 2, he bears all liability for loss of or damage thereby incurred, to the goods.

8 Other obligations

The Carrier must give the Contracting Shipper, in due time, notice as to when the goods must be on board the vessel.

The Carrier must give the Contracting Shipper instructions on how to stow, secure and lash the cargo, if these activities are to be carried out by the Contracting Shipper.

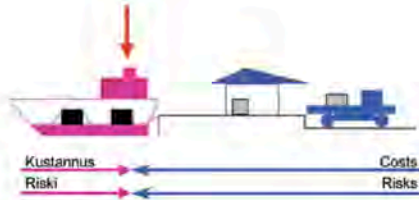
The Carrier must prepare the place of loading in the vessel for the conventional manner of taking delivery and stowing the cargo according to the information given by the Contracting Shipper.

STANDARD SHIPPING TERMS 2008

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Laivaehto, purkaus Ship Term: Discharge

This Shipping Term can be used for all methods of cargo handling when the Carrier hands the goods over to the Consignee in the port of discharge, to be discharged from the vessel.



SHIP TERM, DISCHARGE: THE CARRIER

1 Delivering the goods to the Consignee

The Carrier delivers the goods at the time stipulated to the place agreed in the port of discharge so that they can be discharged from the vessel.

The Carrier hands the goods over to the Consignee when the goods are in the port of discharge ready to be discharged from the vessel.

3 Division of costs

The Carrier bears all costs of delivering the goods in accordance with 1.

Should the Carrier fail to deliver the goods in accordance with 1 or should he fail to fulfil the obligations defined in 7, he is liable for all direct costs thereby incurred to the Consignee.

STANDARD SHIPPING TERMS 2008

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SHIP TERM, DISCHARGE: THE CONSIGNEE

2 Taking delivery of the goods from the Carrier

The Consignee takes delivery of the goods at the time stipulated in the port of discharge so that they can be discharged from the vessel.

The Consignee receives the goods when the goods are in the port of discharge ready for the Consignee to unload them from the vessel.

4 Division of costs

The Consignee bears all costs of taking delivery of the goods after he has received them in accordance with 2. These costs include unfastening the goods, moving them within the vessel, removing all the fastening material which does not belong to the Carrier and other similar costs of discharge.

Should the Consignee fail to take delivery of the goods in accordance with 2 or should he fail to fulfil the obligations defined in 8, he is liable for all direct costs thereby incurred to the Carrier.

SHIP TERM: DISCHARGE
SHIP TERM: DISCHARGE

SHIP TERM, DISCHARGE: THE CARRIER

5 Division of liability

The Carrier bears all liability for loss of or damage to the goods until he has handed them over in accordance with 1.

7 Other obligations

The Carrier must give the information necessary for taking delivery of the goods in due time before the delivery. The information must be given to the person named by the Contracting Shipper. If the Carrier is unable to give this information to the named person, he can give it to the owner of the cargo, or, if he does not know who is the owner, to the Contracting Shipper.

The Carrier must indicate the berth to the person defined in this paragraph and give him notice as to when he can discharge the goods from the vessel.

SHIP TERM, DISCHARGE: THE CONSIGNEE

6 Division of liability

The Consignee bears all liability for loss of or damage to the goods after he has received them in accordance with 2.

Should the Consignee fail to take delivery of the goods in accordance with 2 or should he fail to fulfil the obligations defined in 8, he bears all liability thereby incurred, for loss of or damage to the goods.

8 Other obligations

The Consignee must seek the information relating to the place and time of discharging the vessel from the Carrier in due time.

The Consignee must discharge the goods without any delay, especially to the vessel.

STANDARD SHIPPING TERMS 2008

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Appendix 2.

APPENDIX 2.

NSOCC Green Card 2011

North Sea Operator's Claims Conference

This **NSOCC Green Card 2011** (1st Edition) denotes the **Guidelines for the settlement of claims** section (formerly known as the *NSOCC Blue Card*, which are for guidelines purposes only) and the section **Securing of cargo within vehicles** and Articles of Transport for carriage by sea (before known as the *NSOCC Yellow Card*, which are compulsory applicable).

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

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