

## **1 Definitions and Interpretation**

- 1.1 In these conditions unless the context otherwise requires:  
“Company” means Transeuropa Shipping Lines d.o.o.,  
“goods” includes goods, merchandise, personal property, units and vehicles of any description whatsoever other than passengers’ accompanied luggage or the Company’s Conditions of passengers’ accompanied vehicles which shall be carried on the Company’s Conditions of Carriage of Passengers, their Accompanied Luggage and Accompanied Vehicles by Sea for the time being in force;  
“Hague-Visby Rules” means the Hague Visby Rules, 1968 relating to the carriage of goods by sea, as from time to time modified;  
“Owners” includes owners, shippers, consignors, consignees and receivers of, and any other person having a proprietary or other interest in, units or goods and their employees and agents and each of them;  
“person” includes firms and corporations;  
“unit” means any container, flat, package, pallet, tank, trailer or semi-trailer or similar unit;  
“vehicle” means any carriage; lorry, motor vehicle, towed caravan or trailer, motor cycle, motor cycle combination, motor scooter, moped, truck, van, wagon or other vehicle of any description whatsoever (and includes any vehicle conveyed by another vehicle) other than passengers’ accompanied vehicles which shall be carried on the Company’s Conditions of Carriage of Passengers and Their Luggage by Sea for the time being in force,  
“York-Antwerp Rules” means the York-Antwerp Rules, 1994, as from time to time modified.
- 1.2 Headings are for convenience only and shall not affect the meaning of these Conditions, and words importing a gender include every gender.
- ## **2 Application of these conditions**
- 2.1 The Company is not and does not hold itself out as a common carrier.
- 2.2 All goods handed or sent to the Company by any person for shipment, carriage or forwarding shall be deemed to be so handed or sent to and received by the Company upon and subject to these Conditions, and these Conditions shall be deemed to form part of every agreement with the Company for the shipment, carriage or forwarding of goods.
- 2.3 Goods are only accepted by the Company for shipment, carriage or forwarding upon the condition that the person handing or sending the same to the Company is either the Owner or the authorised agent of the Owner of the goods and authorised to hand or send the goods to the Company for shipment, carriage or forwarding on the terms of these Conditions, and that he accepts for himself and for the Owner and all other parties interested in such goods the terms of these Conditions. In particular, persons who or whose employees or agents request the Company to ship, carry or forward goods or who hand or send goods to the Company for any of such purpose are deemed to have accepted and to have agreed to be bound by these Conditions.
- 2.4 Where goods being or to be carried or forwarded under a contract of through-carriage are handed or sent to the Company by or on behalf of the carrier or other person with whom the Owner has made such contract, such carrier or other person shall conclusively be deemed to have represented to

the Company that he has the authority of the Owner to contract with the Company and to have contracted on the Owner's behalf with the Company on the terms of these Conditions with regard to any portion of the carriage or forwarding or matters incidental thereto to be performed by the Company and, with regards thereto, these Conditions shall prevail and take precedence over any other terms and conditions issued to the Owner by any other person.

- 2.5 A carrier or person who enters a contract of through-carriage on behalf of any Owner shall hold harmless and fully and effectively indemnify the Company, its employees or agents (including every independent contractor from time to time employed by the company) against all losses, costs, damages, liabilities, expenses, actions, proceedings, accounts, claims and demands arising directly by indirectly by reason of such contract, for whatever reason, not incorporating these Conditions.
- 2.6 The Owner accepts these Conditions on its own behalf and on behalf of all persons having any property or interest or right to possession of the goods and warrants that it has authority to do so.
- 2.7 Any consignee of the goods by requesting or accepting delivery of the goods further undertakes all liabilities of the Owner under these Conditions, such undertaking being additional and without prejudice to the Owner's liability.
- 2.8 The loading voucher incorporating these Conditions does not constitute a bill of lading or other document or title. Under no circumstances will a bill of lading or other document of title be issued by the Company, whether or not demanded.
- 2.9 No agent or employee of the Company has the authority to waive, alter or dispense with any of these Conditions or the contract of carriage of which they form part.

### **3 Liabilities of the Company and its employees and agents**

- 3.1 The Company shall not in any circumstances whatsoever be liable for any injury, death, damage, loss (including death or sickness of or injury to animals), detention, deterioration, delay, liability, wrong delivery or non delivery of or to goods (of whatever nature they may be) howsoever, or wherever the same may have been caused, even though such damage, loss, detention, deterioration, delay, liability, wrong delivery or non delivery is wholly or partly due to the wrongful act, neglect, negligence, gross negligence, default or wilful default of the Company or its employees or agents or independent contractors or of any other person for whom the Company is or may be responsible and even though any ship or craft in or on which any of the goods are or may at any time be loaded was unseaworthy at the time of loading or sailing or at any other time. This exclusion of liability does not extend to death or personal injury arising from the negligence of the Company.
- 3.2 The provisions of Clause 3.1 shall apply whether the goods were on land, on water or in or on any vessel, craft, conveyance or in any other place of any kind, and whether in the custody of the Company or not, and whether during or in the course of collection, delivery, loading, stowing, discharging, carriage, lighterage, transshipment, storage or otherwise howsoever.

- 3.3 Where goods are being or to be carried under a contract of through-carriage whether made by or on behalf of the Owner with the Company or with some other carrier or person, the provisions of Clauses 3.1 and 3.2 shall apply between the Owner and the Company throughout the whole transit until they are lost or finally received by the Owner and whether the goods are at a particular time being carried by or in the custody of the Company or in the custody of some other carrier or person.
- 3.4 The Company is authorised by the Owner to employ or contract with any other carriers or persons whatsoever to ship, carry or forward the goods on the terms of these Conditions or on such other conditions as to the Company shall seem fit, and also employ or contract with wharfingers, warehousemen, tug-owners, lightemen, stevedores or any other persons whatsoever for any purpose of or incidental to the shipment, carriage, forwarding or custody of the goods on the terms of these Conditions or on such other conditions as to the Company shall seem fit; Any carrier or person employed by the Company or with whom the Company has contracted as aforesaid is also authorised by the Owner to employ or contract with wharfingers, warehousemen, tug-owners, lightemen, stevedores or any other person whatsoever on the terms of these Conditions or on such conditions as to such person shall seem fit for the purpose of performing any matters involved in the employment or contract between him and the Company.
- 3.5 All rights, exemptions from liability, defences and immunities of whatsoever nature referred to in this or any other Clause of these Conditions shall in all respects ensure also for the benefit of any employees or agents or independent contractors of the Company acting in the course of or in connection with their employment and the vessel and every owner, charterer and operator of the vessel so that in no circumstances shall any such employee or agent or independent contractor as a result of so acting be under any liability in respect of goods greater than or different from that of the Company and for the purpose of the foregoing, the Company is or shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or may be its employees or agents or independent contractors from time to time, and all such persons shall to this extent be or be deemed to be parties to the contract of carriage of which these Conditions form part. The word employees or agents or independent contractors in this Clause 3.5 shall include other companies whose vessels may at the request of or by agreement with the Company whether express or implied carry goods on behalf of the Company (but to that extent only) and the employees or agents or independent contractors of such other companies (except as otherwise expressly agreed between the Company and any such other company).
- 3.6 The Company, if not the owner or demise charterer of any ship carrying goods on any part of the Company's services, shall have in respect of any goods so carried the same rights of limitation of liability as are given to owners and demise charterers by statute or international conventions in addition to the other immunities conferred by these Conditions.
- 3.7 Where, notwithstanding any other provision of these Conditions, the Company is held liable in any way, such liability shall be limited so far as

possible in accordance with and as permitted by any applicable international convention or national law (including, if applicable notwithstanding any other provision of these Conditions, the Hague-Visby Rules) or stipulated thereby (including by the application of any permitted franchise or deductible) and these Conditions shall be deemed to incorporate all such limitations (and applications of franchises or deductibles) and shall be construed accordingly.

3.8 The terms of this Clause 3 are paramount and shall not be deemed to be limited or prejudiced by any other provisions of these Conditions.

3.9 The defences and limits of liability provided for in these Conditions shall apply in any action against the Company for loss of or damage to goods whether the action be founded in contract or tort.

#### **4 Liabilities of other persons**

4.1 Unless otherwise expressly agreed between the Company and a carrier or other person employed by the Company or with whom the Company has contracted as referred to in Clause 3.4 or Clause 3.5 (and without prejudice to the provisions of Clause 3) such carrier or other person shall not be liable to the Owner in any circumstances whatsoever for any damage, loss (including death or sickness of or injury to animals), detention, deterioration, delay, misdelivery or nondelivery of or to goods (of whatsoever nature they may be), howsoever, whenever or wherever the same may have been caused, even though such damage, loss, deterioration, detention, delay, misdelivery or nondelivery is wholly or partly due to the wrongful act, neglect or default of himself or his employees or agents or independent contractors or of any other person for whom he is or may be responsible, and even though any ship or craft in or on which any of the goods may at any time be loaded was unseaworthy at the time of loading or sailing or at any other time.

4.2 If for any reason whatsoever the goods are shipped, carried or forwarded in a vessel owned, chartered, operated, managed or otherwise used by any person who has not entered into any contract with or has not been employed by the Company for such purpose the said person shall be under no further liability to the Owner than he would be if he were a carrier or person employed by the Company or with whom the Company has contracted as aforesaid.

#### **5 Time for Shipment and refusal of Shipment**

5.1 The Company is at liberty to ship the goods on such day at such time in such order and in such vessels (to whomever belonging) as it may desire (without reference to the order or time in or at which goods may have been booked or received and notwithstanding that the goods may have been booked for a particular vessel or for a sailing on or at a particular date or time) and to carry the goods on more than one sailing and not all on the same day.

5.2 The Company shall be entitled in its absolute discretion on grounds of operational convenience and/or safety to refuse to receive or ship the goods or any part thereof, notwithstanding it may have previously agreed to receive or ship the same.

#### **6 Costs and expenses not included**

6.1 All carriage, lighterage, cartage or rail haulage whether before shipment on the vessel or after discharge, and any connection of any refrigerated trailer

or other unit to any power supply on land or on the vessel, will be entirely at the Owner's risk and expense (unless otherwise agreed) and the Company accepts no responsibility whatsoever in respect of the same.

- 6.2 The Company will not be responsible for "charges forward" in respect of the goods if the goods are lost or refused by the consignee not for failure to collect such charges in any case where either before or after delivery the person from whom such charges are to be collected fails to pay the same on demand.
- 6.3 If the goods are being carried or forwarded under a contract of through carriage and the Company shall pay to any preceding carrier any freight or other charges which may be payable by the consignee on delivery of the goods but which the Company may for any reason fail to collect from the consignee then such preceding carrier and the Owner shall be severally bound to repay to the Company the amount so paid.
- 6.4 All expenses and liabilities incurred by the Company in doing or procuring to be done anything which under these Conditions is to be or may be done at the Owner's expense shall be a debt due by the Owners to the Company.
- 6.5 The Owner shall be liable for any duties, taxes, imports, levies, deposits or outlays of any kind levied by the authorities at any part or place for or in connection with the goods and for any payments, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.
- 6.6 The Company is entitled to remain and be paid all brokerages, commissions, allowances and other remunerations.
- CONDITIONS OF CARRIAGE OF GOODS BY SEA**
- 6.7 Quotations are made at the rates ruling on the date of quotation and are exclusive of V.A.T. They are made subject to confirmation by the Company after receipt of the Owner's order and no contract is concluded until such confirmation is given.
- 6.8 The Company reserves the right to vary prices quoted at any time either before or after the contract is concluded to cover any additional costs to the Company including (without limitation) alterations in exchange rates, insurance premiums, the cost of fuel, customs and excise or other duties, taxes and imports, and all levies, deposits, charges and outlays levied by any authority, governmental or otherwise, in connection with the goods, their storage or transportation.

## **7 Time of Sailing**

- 7.1 No vessel is obliged to sail according to advertisement or notice, and any vessel, notwithstanding such advertisement or notice, has liberty to sail on any other day or at any other hour, and any sailing may be cancelled without notice notwithstanding any shipment or bookings previously made.

## **8 Variation**

- 8.1 All vessels shall have liberty to:
- a) sail with or without a pilot, make trial trips and adjust compasses;
  - b) tow or assist vessels in all situations;
  - c) carry goods of all kinds, dangerous or otherwise (including, without limitation, contraband, explosives, munitions, or warlike stores) and to sail armed or unarmed

- d) use any port or ports, in any order or rotation and on any number of occasions, for any purpose whatsoever, whether or not forming part of the route between the named termini for the carriage of the goods or the customary or advertised route;
  - e) carry all or any of the goods to any port or ports beyond their port of destination and/or discharge other goods there, and to carry the goods back to the port of destination;
  - f) tranship the goods or any of them for any purpose into (including on deck of) any vessel or craft to land and/or store the goods or any of them at any port or place and/or to forward or carry the same to their port of destination by any vessel, craft or conveyance, whether belonging to the Company or to others, by any route however circuitous, either by land or water,
  - g) dry-dock any vessel or craft with the whole or part of the goods on board; and
  - h) undergo repairs.
- 8.2 The Company is at liberty to load, stow and carry the goods or any of them on deck or in any part of a vessel or craft notwithstanding the fact that the contract may show the goods to be carried one way or another.
- 8.3 All the liberties and other matters mentioned in this Clause 8 are agreed to be part of and within the scope of the contract voyage relating to the goods, and shall not constitute a deviation or a breach of any contract between the Company and the Owner.
- 8.4 All goods so carried or dealt with shall remain at all times subject to these Conditions.

## **9 Force Majeure**

- 9.1 Without prejudice to any other provisions of these Conditions, if, in the opinion of the Company, the loading, carriage, transhipment, discharge or delivery is impeded, directly or indirectly by:
- a) the imminence, outbreak or existence of war whether international or civil;
  - b) any exercise of control over the use of or movements of the vessel or goods by any government or other authority;
  - c) the prohibition, restriction or control of intercourse, commercial or otherwise by any government or other authority;
  - d) the taking of any measures by any government or other authority in consequence of or connected with any of the above matters;
  - e) Act of God;
  - f) Quarantine, sanitary customs or labour regulations, lock-outs, strikes or disturbances (whether the Company be party thereto or not), ice, earthquakes, surf, stress of weather or congestion of the port;
  - g) Absence from any cause of full facilities for loading, discharge or delivery; or
  - h) Any danger or delay howsoever caused to vessel and/or goods; or
  - i) Any other event beyond the control of the Company, the Company shall have the absolute right at any time before or after the commencement of the voyage to cancel the engagement, abandon or suspend the voyage, alter, vary or depart from the proposed or advertised or agreed or customary route, and/or delay or detain the vessel at or off any port or place, and/or tranship and forward or put

into hulk, lighter or craft or land or store or otherwise dispose of the goods at any port or place without being liable for any loss or damage whatsoever directly or indirectly sustained by the Owner and all at the expense of the Owner.

- 9.2 Without prejudice to the other provisions of these Conditions, the vessel and/or the Company shall have liberty to comply with any orders, directions or advice as to departure, arrival, routes, ports of loading, call or discharge, stoppages, transshipment, discharge or destination, or otherwise howsoever given by or on behalf of any government or marine, port or other authority or any department thereof or by any person having under the terms of the vessel's classification or insurance the right to give such orders or directions, and if by reason of and/or in compliance with any such orders or directions anything is done or is not done, the same shall not be a breach of the contract of carriage incorporating these Conditions.

## **10 General Average**

- 10.1 General Average (if any) shall apply in accordance with the York-Antwerp Rules.
- 10.2 If the Company delivers the goods without obtaining security for General Average contribution, the consignee by taking delivery of the goods shall be deemed to have undertaken personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of the contribution as the Company shall reasonably require.
- 10.3 The Company shall be entitled, but under no obligation to, exercise a lien for General Average contributions due from the Customer and/or consignee.

## **11 Liens**

- 11.1 The Company shall have a general lien on the goods. The said lien extends to all charges whether the amount thereof has been ascertained in money at the time of exercising such lien or not and whether such charges are in respect of the goods upon which this lien is exercised or of any other goods handled by the Company.
- 11.2 The expression "charges" in this Clause includes freight and all moneys due on any account whatsoever from the Owner to the Company in respect of the goods or any other goods handled at any time by the Company for the Owner, and all moneys which the Company may become or be liable to pay on behalf of the Owner in respect of the goods or any other goods handled at any time by it for the Owner whether pursuant to these Conditions or not, and the costs and expenses of exercising such lien. Such general lien shall be exercisable by sale without notice to the Owner at such time and in such manner as the Company may desire and the Company may deduct from the proceeds of sale the costs and expenses of and incidental to such sale. If the proceeds of sale fail to realise the amount due, the Company shall be entitled to recover the difference from the Owner.

## **12 Salvage**

- 12.1 The Owner shall indemnify the Company in respect of any sums or expenses paid or incurred or any liabilities assumed by the Company on behalf of the Owner with the intention of avoiding any delay to the vessel or the goods consequent upon any claim for salvage or other services

rendered to the vessel or the goods and the Owner shall, if required by the Company to do so, provide reasonable satisfactory security to the Company or to any salvor in respect of any such sums or expenses or liability and pending the provision of such security the Company shall have a lien on the goods. If a salving vessel is owned or operated by the Company, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

### **13 Arrival, Discharge and Removal of Goods**

- 13.1 The Company does not undertake to give notice of the arrival or of the discharge of the goods.
- 13.2 Unless otherwise agreed by the Company in writing, all goods shall be removed by the Owner from the quay as soon as landed from the vessel. If not so removed the company shall be entitled to remove them and the Owner shall pay to it any expenses incurred thereby. The provisions of these Conditions shall apply to such removal.
- 13.3 Where, at the request of the Owner, the Company provides, or arranges for independent contractors to provide, harbour and storage facilities for goods loaded or discharged at any port, this will be entirely at the Owner's risk and expense and the provisions of these Conditions shall apply to the provision of such facilities.
- 13.4 Any goods not claimed on the day of the discharge thereof from the vessel, or, if later, the last day agreed for collection thereof from storage, or undelivered on such day for any reason whatsoever may be stored ashore or afloat wherever the Company may deem fit at the expense of the owner without prejudice to the Company's lien. The provisions of these Conditions shall apply to such storage.
- 13.5 Any goods not claimed by the Owner within seven days after discharge at the port of destination, or, if later, the last day agreed for collection thereof from storage, may be sold by the Company at the expense of the Owner, without notice to the Owner, at such time and in such manner as the Company may deem fit.
- 13.6 The Company shall be entitled to rely on any proof of any nature whatsoever as the Company may deem fit of the authority and/or identity produced by a person claiming to be the Owner's representative or otherwise entitled to take delivery of the goods for any reason whatsoever. The Company shall not be liable for the misdelivery or nondelivery of any goods arising out of the Company's reliance on such proof, fraud or any other reason whatsoever.

### **14 Loading and Unloading of Goods**

- 14.1 Loading and unloading of goods at the port of shipment and port of destination will be at the Company's expense.
- 14.2 The Company shall not be under any obligation to provide any plant, power or labour which may be required for loading or unloading the goods at the Owner's premises.
- 14.3 Goods which require special appliances for unloading from the unit or vehicle by which they are carried are accepted for carriage only on condition that such appliances are made available at the place of destination.
- 14.4 Subject to express contrary agreement previously made in writing, where the Company is called upon to load or unload goods requiring special

appliances for loading or unloading, the Company shall be under no liability to the Owner for any damage whatsoever and howsoever caused arising from such loading or unloading.

- 14.5 The Owner will indemnify the Company against all costs, expenses, liabilities and any other consequences of the breakdown of any unit or vehicle or any other equipment during the course of loading or discharge whether on board the vessel or ashore.

## **15 Description and Packing of Goods**

- 15.1 Any weight stated is shippers weight, weight, number, contents, condition, brand, quality and measure unknown.
- 15.2 Where the Owner loads the goods into a unit or vehicle the Company shall be under no liability whatsoever for any loss or damage to the goods, unit or vehicle caused directly or indirectly by the manner in which the goods have been packed or stowed in the unit or vehicle, any defects whatsoever in or insufficiency of the unit, vehicle or packing materials or improper labelling or addressing, the unsuitability of the goods for carriage in the unit or vehicle or the shifting or movement of the goods within the unit or vehicle and the Owner shall indemnify the Company against loss or damage of any kind whatsoever arising directly or indirectly from:
- a) any of the above-mentioned causes; or
  - b) any defect in or unsuitability of the unit or vehicle where such defect or such unsuitability was reasonably discoverable upon a proper inspection being carried out immediately before the unit or vehicle was loaded with the goods; or
  - c) the failure of the Owner, its employees or agents properly to seal, close-up or secure the fastenings of the unit or vehicle; or
  - d) any physical damage to the unit or vehicle whatsoever and howsoever caused while on the Owner's premises or those of his agents.

## **16 Valuable Goods**

- 16.1 Valuable goods and documents including (without limitation) bullion, bank notes, negotiable securities, precious stones, jewellery, antiques, pictures, title deeds, and the contents of any package of more than £25 in value, must be declared to the Company before shipment and freight thereon may be charged Ad Valorem, but in all respects such goods shall be subject to these Conditions.
- 16.2 The Owner will be liable to double freight if a true declaration of value is not made before shipment.

## **17 Dangerous Goods**

- 17.1 Hazardous or dangerous goods according to the I.M.O. (International Maritime Organisation) and the I.M.D.G. Code (International Maritime Dangerous Goods Code) (the I.M.D.G. Code being available for inspection at the Company's registered office and a copy of which is available from the Company upon request, copying to be at the Owner's expense), or any other relevant laws and regulations shall all be identified, marked, labelled, documented and packed using such materials as to fully comply with all the relevant I.M.C.O. recommendations or any other relevant laws and regulations in force at the time of shipment. The Company does not carry radioactive goods of any description.
- 17.2 Failure to comply with these requirements will render the Owner liable for all damages, costs, fines and claims, arising both directly and

consequentially for loss and delay which may be directly or indirectly attributable to any incomplete compliance with these requirements.

- 17.3 Hazardous or dangerous goods not complying with the above requirements may be destroyed or disposed of by the Company at any time without recompense or reference to the Owner or shipper and at the Owner's or shipper's full expense.

## **18 Unclaimed goods**

- 18.1 If any goods entrusted to the Carrier remain unclaimed on arrival at their destination the goods may be warehoused by the Company in an appropriate warehouse until called for and the Company shall be entitled to make a charge for such warehousing in accordance with the Company's charges from time to time in force.
- 18.2 The Company shall not be liable for loss or damage to goods so warehoused and without prejudice to the foregoing shall not in any event be liable for;
- a) loss or damage due to fire, vermin or insect pest;
  - b) loss or damage to articles of a fragile or perishable nature;
  - c) indirect or consequential loss or damage;
  - d) loss of or damage to articles which are not acceptable for carriage but were nevertheless despatched as goods entrusted to the Company.
- 18.3 In cases where the Company is liable for loss or damage to goods so warehoused its liability shall be in any event limited to the limits set out in any applicable international convention or national law.
- 18.4 The Company may open and examine the contents of any goods or package at any time, and may without incurring any liability remove or destroy any portion thereof which in its opinion might cause injury or inconvenience or nuisance to persons or damage to property.
- 18.5 The Company may in its discretion (but without any obligation to do so) sell any perishable, articles contained in any package if it considers it advisable to do so in order to prevent loss, damage or nuisance of any kind and in such case may deduct its charges and expenses from the proceeds of sale.
- 18.6 If any goods or articles are not removed within three months from the date on which they are received into the warehouse, the Company may sell the same and out of the proceeds of sale retain all moneys due to it from the Owner thereof and all expenses incurred by it in relation thereto. If the Company is of the opinion that the value of the goods or articles will be insufficient to cover any moneys due to it and/or the cost of sale the Company may dispose of the same as the Company thinks fit.

## **19 Opening of goods**

- 19.1 The Company may open any goods, unit or vehicle and examine, remove or restore or otherwise handle the contents or any part thereof if directed or requested to do so by Customs or any other civil or military authority or if the Company in its sole discretion considers it necessary to do so.
- 19.2 The same shall be done at the Owner's risk and expense and the Company shall not be liable in any circumstances whatsoever for loss, damage, mis-delivery or delay caused by improper stowage or inadequate packing or for a mixture of contents howsoever and whenever caused.

## **20 Owner's Warranty regarding Goods**

- 20.1 The Owners warrant the goods as lawful merchandise at the ports of loading and discharge and will indemnify the Company against all costs, expenses, liabilities and any other consequences of the goods not being lawful merchandise at the said ports or at any other ports or place where the goods may be.
- 20.2 The Owner warrants that the descriptions, values and other particulars of the goods furnished by the Owner for customs, consular, insurance and all other purposes are true, complete and accurate in all respects.
- 20.3 The Company shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any goods or as to any special interest in delivery save as required by law or agreed by the parties in writing.

**21 Payment of Freight**

- 21.1 Freight is to be considered as earned and due on shipment and must be paid vessel and/or goods lost or not lost, and when paid shall not be returnable in any circumstances whatsoever.
- 21.2 Freight is payable at the option of the Company on gross intaken or discharged weight measurement or number.

**22 Claims**

- 22.1 Any claim of whatsoever nature in respect of the goods must be made in writing to the Company within three days from the time at which the same arrived or would in the ordinary course have arrived at their destination, otherwise all rights of action against the Company shall be absolutely barred.

**23 Livestock**

- 23.1 The Company does not carry livestock, domestic or wild animals, birds, fishes and reptiles.

**24 Detention of a Vehicle by Customs or Other Authorities**

- 24.1 Neither the Company nor the vessel will in any case be responsible for any loss, damage, delay, detention, failure or refusal to carry, misdelivery or nondelivery howsoever, whenever or wherever arising from detention of any unit, vehicle or goods on account of the application of customs, government or other laws or regulations.
- 24.2 During such detention, the Company will hold the unit, vehicle or goods at the Owner's expense and sole risk.

**25 Failure to Effect Delivery**

- 25.1 If the Owner neglects or refuses to take delivery of any goods, unit or vehicle, or if the Company is unable to deliver the goods, unit or vehicle by reason of the Owner failing to supply any declaration, certificate, or other documents in connection therewithin in accordance with any customs, government or other laws or regulations or otherwise at the port of discharge, the Company shall be at liberty to re-ship the same if landed and to return the same to the port of shipment at the Owner's expense and subject to these Conditions.

**26 Access to Vehicles on Board**

- 26.1 No person shall have access to any goods, unit or vehicle after it has been loaded except with the express permission of the Vessel's Officer-in-Charge and provided he is accompanied by an authorised person.

**27 Petrol and Diesel Fuel**

- 27.1 The Owner shall ensure that petrol and diesel tanks of vehicles are not so full as to create the possibility of spillage and that the ignition is switched off. Petrol and diesel cans, whether full or empty, are not allowed to be carried except with the Company's prior authority.

**28 Liquefied Petroleum Gas**

- 28.1 Special application must be made in respect of vehicles propelled by liquefied petroleum gas.

**29 Hydrocarbon Gas**

- 29.1 Vehicles may carry a small number of cylinders of liquefied hydrocarbon gas provided that:
- a) the cylinders must be declared to the Vessel's Officer-in-Charge.
  - b) The maximum number of cylinders carried in any vehicle shall be three, except in the case of small expendable cartridges hermetically sealed and packed in an outer container, when up to 12 may be carried.
  - c) All cylinders shall be adequately secured in the vehicle against the movement of the vessel.
- 29.2 Any cylinder found to be leaking, inadequately secured or inadequately connected to an appliance will not be accepted for shipment.

**30 Liabilities of the Owner**

- 30.1 The Owner shall indemnify the Company (for itself and for the benefit of its employees, agents, independent contractors and all other persons mentioned in Clause 3.4 or 3.5) against any injury, death, loss, damage, liability, cost, expense, delay, detention, deterioration, misdelivery or nondelivery of whatsoever kind incurred or suffered by the Company or its employees, agents, independent contractors or such other persons resulting directly or indirectly from:
- a) the acceptance and/or carriage of any unit or vehicle or goods in regard to which the Owner has not complied with its obligations under these Conditions;
  - b) the unit or vehicle or goods being refused permission to land at any port by reason of the application of any laws or regulations as to customs or immigration; or
  - c) any breach by the Owner of any of these Conditions or any other neglect or default of the Owner.
- 30.2 Where the law permits the Owner shall indemnify the Company (for itself and for the benefit of its employees, agents, independent contractors and all other persons mentioned in Clause 3.4 or 3.5) in respect of claims made against the Company or its agents, independent contractors or such other persons by third parties for any injury, death, sickness, loss, damage, liability, cost, expense, detention, deterioration, delay, misdelivery or nondelivery of or to goods, units or vehicles howsoever, whenever or wherever caused to the extent the liability of the Company or its employees, agents, independent contractors or such other persons to the Owner and such third party may exceed the total liability of the Company or its employees, agents, independent contractors or such other persons under these Conditions.
- 30.3 In the event of any judgement being entered against any employee or director of the Company relating to the loss of or damage to or any other matter in connection with the Owner's goods, the Company may in its

absolute discretion satisfy such judgement and if by virtue of these Conditions the Company itself would not have been liable if sued for the conduct of such employee or director, the Owners shall indemnify the Company in respect of the amount paid to satisfy the judgement.

**31 Insurance of Cargo**

31.1 The Company does not normally offer to arrange insurance as part of the carriage of goods but in limited circumstances, insurance cover may be arranged through the Company on such basis as the Company from time to time considers fit. The Company shall not be liable in any circumstances whatsoever for any loss howsoever, wherever or whatsoever arising directly or indirectly as a result of the inapplicability or inadequacy of any insurance cover so arranged to or in respect of any damage, loss (including death or sickness of or injury to animals), detention, deterioration, delay, misdelivery or nondelivery of or to goods (of whatever nature they may be) howsoever or wherever caused.

**32 General**

32.1 All terms of these Conditions shall be regarded as several and any provision of the Conditions prohibited by or unlawful or unenforceable under any applicable law shall (to the extent required by such law and/or to the extent necessary to preserve and maintain the remaining provisions of these Conditions) be deemed ineffective without modifying the remaining provisions of these Conditions such that these Conditions shall (save as aforesaid) be valid, binding and enforceable in accordance with their terms.

32.2 No failure by the Company to enforce any provision of these Conditions shall be construed as a waiver of such provisions or of the right of the Company thereafter to enforce the same or affect the right of the Company to enforce any other provision of these Conditions.

**33 Entry into Force and Modification**

33.1 These Conditions shall come into force on 21<sup>st</sup> November 1998 and replace all earlier terms and Conditions of the Company relating to the subject-matter hereof. These Conditions may be modified or amended by the Company at any time without notice.

**34 Law And Jurisdiction**

34.1 ALL CONTRACTS INCORPORATING THESE CONDITIONS OF CARRIAGE SHALL BE GOVERNED BY BELGIAN LAW. THE COMPANY AND THE OWNER HEREBY SUBMIT TO THE JURISDICTION OF THE JUSTICE OF THE PEACE OF THE FIRST DISTRICT OF OOSTENDE OR BY THE COURT OF COMMERCE OF BRUGGE, SECTION OOSTENDE IN RESPECT OF ALL DISPUTES WHATSOEVER, WHENEVER OR HOWSOEVER ARISING UNDER, OR IN CONNECTION WITH, ANY CONTRACT OF CARRIAGE UNDERTAKEN SUBJECT TO THESE CONDITIONS TO THE EXCLUSION OF THE JURISDICTION OF THE COURTS OF ANY OTHER COUNTRY.