

# CONDITIONS OF CARRIAGE OF GOODS BY SEA

valid from the 01<sup>st</sup> of January, 2014 until further notice

## 1. Definitions

In these Conditions:

- **"Cargo"** means the cargo carried on the Unit.  
**"Carrier"** means Unity Line Limited, Valletta, Malta or Euroafrica Shipping Lines Cyprus Limited, Limassol, Cyprus as the case may be and any successor in title notwithstanding that the Carrier may not be the owner of the Vessel.  
**"Conditions"** means the terms and conditions set out below.  
**"Consignee"** means the Shipper or any other person designated and authorized by the Shipper to take delivery of the Goods.  
**"Contract"** means the agreement between the Carrier and the Shipper as set out in these Conditions.  
**"Dangerous Cargo"** means any noxious, dangerous, hazardous, inflammable or explosive substance designated as dangerous by the rules of the International Maritime Organisation and by any applicable legislation and regulations in force from time to time.  
**"Freight"** means the fees due to the Carrier for Shipment as per the Carrier's standard tariff ("Freight Tariff") as issued from time to time (available upon request) and any storage charges and expenses incurred by the Carrier prior to loading and/or after discharge.  
**"Goods"** means Unit and Cargo, including Valuables, in respect of which the cargo ticket will be issued by the Carrier.  
**"Shipment"** means the loading, carriage on board and discharging of Goods from the Vessel for delivery to the Consignee.  
**"Shipper"** means the person who has delivered the Goods to the Carrier for Shipment.  
**"The Hague-Visby Rules"** means those Rules set out in the Schedule to the UK Carriage of Goods by Sea Act 1971 as amended.  
**"Unit"** means any vehicle, trailer, container, tanker, flat, pallet, package and any equipment used in transporting the Cargo.  
**"Units of Account"** has the meaning as set out in the Hague-Visby Rules.  
**"Valuables"** means all valuable articles and documents including, without limitation, bullion, coins, precious stones, jewelers, antiques, pictures, objects d'art, bank notes and securities.  
**"Vessel"** means any vessel owned or operated now or in the future by the Carrier for the carriage of cargos and/or goods by sea.

## 2. The Contract

2.1 The Contract is made between the Carrier and the Shipper. The Contract will be evidenced by the cargo ticket issued by the Carrier or by any other authorized person as agent for the Carrier on accepting the Goods for Shipment. No bill of lading nor any other document of title will be issued by the Carrier in respect of any Goods, whether or not one is requested by the Shipper or by any other person and irrespective of any custom, usage or practice to the contrary.

2.2 Any Goods shall be carried on the terms set out in these Conditions. It is agreed that the Contract shall be and is made with the Carrier notwithstanding that the cargo ticket or any other non-negotiable document may be issued by a company or line other than the Carrier, in which case such company or line shall be regarded as acting solely as agent for the Carrier and they shall have no personal liability whatsoever.

2.3 These Conditions do not apply to the carriage of drivers or escorted persons accompanying each Unit and their luggage nor do they apply to passengers, their cabin and other luggage. The carriage of all such persons and their luggage shall be governed by conditions of carriage of passengers and their luggage by sea, issued by the Carriers and valid as on the day of the voyage, save that in respect of such persons the Carrier shall always be entitled to a maximum limitation of its liability, which is provided by the applicable law in force as on the time being (regardless, whether it has been expressly provided in any conditions or contract, or not) and that the Carriers shall provide such persons only with such rights and privileges, provision of which is mandatory under the applicable law in force as on the time being (regardless, whether they have been expressly provided in any conditions or contracts, or not). In particular, such persons are obliged to observe and follow any passengers' obligations provided by the said conditions of carriage of passengers and their luggage by sea issued by the Carriers, and to observe and honor any Carriers' rights provided by the conditions, however such persons shall not be entitled to any passengers' rights provided by the conditions, unless otherwise provided by the applicable law in force as on the time being.

2.4 The Carrier is not and does not hold itself out as a common carrier and reserves the right to accept or refuse the Goods for Shipment.

2.5 These Conditions cannot be varied or waived save than by a Director(s) of the Carrier and to be effective any such variation or waiver must be in writing and signed by the said Director(s). Variations of these Conditions may be made from time to time without prior notice.

### **3. Freight**

3.1 Unless otherwise agreed, Freight shall be paid by the Shipper to the Carrier in respect of the Goods prior to loading on board in accordance with the Freight Tariff in force from time to time and, when applicable, in accordance with the Carrier's freight agreement in force from time to time. Dead freight shall be paid as provided for in the freight agreement, or - if not agreed therein - as provided by the applicable law in force at the time being. Freight together with all charges and other sums which are or may become due to the Carrier in respect of the Goods shall be deemed earned on Goods being loaded on board notwithstanding that the Vessel and/or the Goods are lost or not lost. Freight once earned shall not be repayable in any circumstances whatsoever. The Shipper shall remain liable for such charges and other sums whether or not the Freight is pre-paid.

3.2 The Carrier shall have a general lien on all Goods and Valuables in its possession and all sums due in respect of the Goods and Valuables under these Conditions and shall be entitled to sell or dispose of such Goods or Valuables at the expense of the Shipper and apply them or their proceeds in or towards the payment of any sum due from the Shipper to the Carrier.

### **4. Shipper's Warranties and Indemnities**

4.1 By presenting the Goods for Shipment the Shipper agrees and warrants that:

1. He is authorized to enter into the Contract on behalf of himself, the Consignee and every person with an interest in the Goods;
2. The Goods have been properly described for the purposes of Shipment;
3. The Cargo has been properly packed and secured onto the Unit;
4. The Goods are lawful merchandise;
5. The driver or escorted person accompanying the Goods is authorized to do so and will comply with the requirements of all immigration and other regulations applicable in the port of loading and discharge;
6. The Consignee is authorized to take delivery of the Goods in the port of discharge;
7. The Carrier is authorized specifically to take any reasonable steps for the purposes of inspecting or checking the Goods where the Carrier reasonably believes that it is necessary to do so

for any reason whatsoever or where the Carrier is instructed to do so by any customs or other authority, whether at the port of loading or discharging or elsewhere.

4.2 The Shipper agrees to indemnify the Carrier against:

1. Any and all loss, damage and expense of whatsoever kind and howsoever arising from breach of the Shipper's warranties as set out in Clause 4.1 above;
2. Any and all liabilities which the Carrier may incur to any third party save in so far as the same arises out of the Carrier's own negligence;
3. Any liabilities of the Carrier in excess of the limits set out in these Conditions.
4. Any and all liabilities of the Carrier as well as any and all loss, damage and expense incurred or that may potentially be incurred by the Carrier, in particular to any third party, because of damage to or loss of the Vessel resulting from the Goods or because of damage to or loss of other goods, cargos and/or units resulting from the Goods.

4.3 The Shipper shall be responsible at all times for ensuring that every person (whether or not authorized) travelling with a Unit has all documentation required by immigration, customs, health and other regulations and authorities, and the Shipper shall be liable to indemnify the Carrier in respect of all loss, damage and expense of whatsoever kind and howsoever arising as a result of any such person failing to comply with such requirements. The Carrier shall be entitled to lien the Goods and Valuables as security for any losses which he may suffer following the Shipper's breach of this clause 4.

## **5. Hague-Visby Rules**

5.1 The cargo ticket is not a bill of lading or similar document of title but this Contract shall incorporate the provisions of the Hague-Visby Rules save that Article III Rules 3, 4, 7, 8, Article IV Rule 5(c) and Article V shall not apply in any circumstances whatsoever. Article III Rule 6 of the Hague-Visby Rules shall apply to these Conditions save that the Carrier and the Vessel shall in any event be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within nine months of their delivery or of the date when they should have been delivered. In the event of any inconsistency between these Conditions and the Hague-Visby Rules, these Conditions shall prevail unless under the provisions of any compulsorily applicable law the contrary may be the position.

5.2 The Carrier will receive, load, stow, carry, discharge and otherwise generally handle and keep the Goods in accordance with his obligations under the Hague-Visby Rules as incorporated partially in paragraph 5.1 above save that:

1. The Goods shall be deemed to be a single package or unit for the purposes of Article IV Rule 5 (a);
2. The Carrier's liability for any loss of or damage to the Goods shall in no circumstances whatsoever exceed 666.67 Units of Account.

## **6. Carriers' Rights and Responsibilities**

6.1 The Carrier shall be entitled to stow any Goods either on deck or below deck at its sole option and these Conditions shall apply irrespective of whether the Goods are stated to be or are in fact carried on or below deck.

6.2 The Carrier shall at all times be entitled to refuse to carry or to delay the Shipment of:

1. Live animals;
2. New and second hand trade vehicles;
3. A vehicle of unusual dimensions (including without limitation caravans and combine harvesters) and vehicles whose loads exceed the dimensions which the Carrier considers safe for the Shipment;

#### 4. Valuables.

All such Goods are carried solely at the Shipper's risk. The Carrier shall have no liability whatsoever in connection with such Goods or for loss or damage howsoever caused and the Shipper shall indemnify the Carrier against all loss and/or damage of whatsoever kind and howsoever arising which the Carrier may incur as a result of the Shipment of such Goods.

6.3 At the Shipper's request the Carrier will use all reasonable endeavors to provide and maintain a supply of power to any Unit but in no circumstances whatsoever shall the Carrier be liable for any failure to do so or for any breakdown, interruption, inadequacy or unsuitability of the power so supplied.

6.4 The Carrier in its sole discretion shall be at liberty:

1. To carry the Goods on any Vessel (whether or not owned or operated by the Carrier);
2. To transship the Goods on another Vessel (whether or not owned or operated by the Carrier);
3. To sub-contract the whole or any part of a Shipment to any other Carrier;
4. To order a Vessel to deviate en route in circumstances where the Carrier reasonably deems the same necessary for any purpose whatsoever;
5. To abandon the voyage or proceed to any other port (or return to the port of loading) and to take such steps in respect of the Goods as are deemed appropriate where the Carrier reasonably believes that the Vessel will, through no fault on the part of the Carrier, be unable to perform in any material respect the voyage in accordance with these Conditions.

6.5 Subject to the Freight Tariff and, when applicable, the Carrier's freight agreement in force from time to time, the loading and discharge of Unit shall be at the expense of the Carrier but the Shipper shall indemnify the Carrier against all loss, damage or expense of whatsoever kind and howsoever arising resulting from the breakdown of any Unit and/or Cargo during the course of loading or discharging, whether on board the Vessel or ashore, or resulting from the breakdown of the Vessel during loading or discharging of the Unit.

6.6 The Carrier may open any vehicle, trailer, container, tanker, flat, pallet, package or other Unit and examine, remove, restow or otherwise handle the Cargo or any part thereof if directed or requested to do so by customs or any other civil or military authority or if the Carrier in its sole discretion considers it necessary to do so. The same shall be done at the Shipper's risk and expense and the Carrier shall not be liable in any circumstances whatsoever for taking such steps nor for loss, damage, misdelivery or delay caused by improper stowage or inadequate packing or from a mixture of content howsoever and whensoever caused.

6.7 Save as specifically provided in these Conditions the Carrier shall be under no liability whatsoever and howsoever arising and whether in respect of or in connection with any Goods or any instructions, business, advice, information or service or otherwise.

#### 7. Dangerous Cargo

7.1 The Carrier shall be under no obligation to receive or to carry Dangerous Cargo without having expressly agreed in advance to do so.

7.2 The Shipper shall provide the Carrier with all information he may reasonably require as to the necessary precautions to take in respect of Dangerous Cargo and the Carrier shall be at liberty to affix to the relevant Unit all necessary notices to comply with applicable regulations and legislation in order to indicate that the Cargo is dangerous, failing which the Carrier shall have an absolute right to refuse the Shipment.

7.3 The Shipment of Dangerous Cargo shall at all times be at the sole risk of the Shipper who shall always be responsible for any injury, loss or damage resulting from such Shipment. The Carrier shall be entitled at its sole discretion to disembark, destroy or otherwise render innocuous such Cargo without liability to compensate the Shipper for any resulting loss and in such event, the Shipper shall remain responsible for all Freight and other charges due to the Carrier as well as for the costs and the expenses incurred by the Carrier in taking such action.

7.4 If the Carrier agrees to receive and carry Dangerous Cargo then, subject to Clause 7.3 hereto, the Shipment shall be subject to the provisions of the International Maritime Dangerous Goods Code (2002 edition) in conjunction with the Memorandum for the Transport of Dangerous Goods on Ro-Ro Ships in the Baltic Sea (Baltic Sea Memorandum) including any amendment, re-amendment or modification thereto which have or may in future be made.

7.5 Notification of intended Shipment of Dangerous Cargo must be given at the time of booking space on the Vessel subject to a minimum notice period of 48 hours before departure.

## **8. Delivery**

8.1 The Carrier shall take custody of the Goods from the time they cross the Vessel's ramp or rail at the port of loading until they pass across the Vessel's ramp or rail at the port of discharge. However, the Shipper, Consignee and other persons accompanying the Goods must secure the Goods against access by third parties and use all measures reasonably necessary to prevent movement of the Goods. They must also switch off the Units and all power receivers in the Units unless otherwise agreed with the Carrier's and Vessel's crew.

8.2 The Shipper authorizes the Carrier to deliver the Goods to the Consignees' representative or to any person whom the Carrier reasonably believes to be the driver or escort of the Goods duly authorized to take delivery on behalf of the Consignee and such delivery shall constitute due delivery of the Goods under these Conditions. If the Goods are delivered in accordance with these Conditions the Shipper and/or Consignee shall have no claim for loss or misdelivery.

8.3 The Shipper shall arrange that the Consignee shall collect the Goods forthwith after they have been discharged at the place of delivery. If the Goods have not been collected within 30 days after discharge from the Vessel the Carrier shall be entitled at its sole discretion to sell or otherwise dispose of the Goods without any liability to the Shipper or Consignee or other person who may be interested in the Goods.

8.4 The Carrier shall be entitled at its sole discretion without notice to sell or otherwise dispose of perishable Goods which are not taken up immediately upon arrival or which in the opinion of the Carrier would be likely to perish in the course of Shipment, storage or handling without any liability to the Shipper or the Consignee.

8.5 Any sale of the Goods may be by public auction or otherwise, as the Carrier may think fit at its sole discretion, and the proceeds shall be applied firstly in or towards settling all sums due to the Carrier under these Conditions and (if a general lien exists) on any other account and thereafter any balance shall be payable to the Shipper or Consignee.

8.6 The Carrier may store and/or pack the Goods both before loading and after discharge at such place or places and in such manner as it shall in its discretion decide at the sole risk of the Shipper and/or Consignee. All charges and costs arising out of storage, packing, sale or other disposals of the Goods shall be paid by the Shipper and/or Consignee.

## **9. Liability of the Carrier**

9.1 In no circumstances whatsoever and howsoever arising shall the Carrier be liable for:

1. Delay, howsoever and whensoever caused;
2. Loss or damage of any nature whatsoever which occurs before the Goods cross the Vessel's ramp or rail during loading or after the Goods have crossed the Vessel's ramp or rail during discharge, or occurring in the course of loading or discharging, howsoever such loss or damage may be caused;
3. Loss of the use of the Goods or any part thereof, or any other form of indirect consequential loss or damage;
4. Indirect consequential damages or losses whatsoever and howsoever arising or for market losses of any kind, even if caused by the willful neglect or willful default of the Carrier, for any

damage, loss, delay, misdelivery or non-delivery of the Goods or of any documents relating to the Goods.

5. An event or act of force majeure which term shall include (without limitation) Act of God, war or threat of war, terrorist activity, riot or other civil commotion, natural or nuclear disaster, fire, technical problems of any nature, closure of ports, strike or any other industrial action, heavy weather or any other event whatsoever outside the control of the Carrier.

9.2 The defenses, exclusions and limits of liability in these Conditions shall apply in any action against the Carrier whether such action is founded in contract, tort or bailment.

## **10. Exemptions and immunities of all servants and agents of the Carrier**

In consideration for the provision or prospective provision by any servant, agent or independent contractor of the Carrier of any service and in connection with the performance by the Carrier of its obligations under these Conditions, it is hereby agreed between the Shipper and/or Consignee and the Carrier acting as agent on behalf of and trustee for the benefit of such employees, agents and independent contractors that all exclusions and limitations of liability of the Carrier under these Conditions shall apply to and be for the benefit of the Carrier's servants, agents or independent contractors who shall to this extent be deemed parties to this Contract; and furthermore, that the Carrier's servants and agents or independent contractors shall be entitled to the benefit of all indemnities granted by the Shipper and/or Consignee to the Carrier by these Conditions.

## **11. General Average**

General Average is to be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1994. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether caused by negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Shipper and/or Consignee shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods.

## **12. Salvage Claims**

The Shipper and/or Consignee shall indemnify the Carrier in respect of any sums or expenses paid or incurred or any liabilities assumed by the Carrier on behalf of the Shipper and/or Consignee 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 Shipper and/or Consignee shall, if required by the Carrier so to do, provide reasonably satisfactory security to the Carrier or to any salvor in respect of any such sums or expenses or liability and pending the provision of such security the Carrier shall have a lien on the Goods. If a salving vessel is owned or operated by the Carrier or by an associated or group company, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

## **13. Miscellaneous**

13.1 If any legislation is applicable to any business undertaken by the Carrier these Conditions shall apply subject to such legislation but nothing in these Conditions shall be construed as a waiver or surrender by the Carrier of any of its rights and immunities or as an increase of its responsibilities or liabilities as provided by such legislation. If any term or condition or part thereof herein shall be repugnant to such legislation and unlawful or unenforceable these Conditions shall be read as if such term or condition or part thereof was omitted.

13.2 No failure by the Carrier to enforce any provision of these Conditions shall be construed as a waiver of such provision or shall affect the right of the Carrier to enforce any other provision of these Conditions.

#### **14. Language**

These Conditions are written in the English, Swedish and Polish languages and in the event of any inconsistency between either version the English language version shall prevail.

#### **15. Jurisdiction and Law**

15.1 Any claim or dispute arising out of or under these Conditions by the Shipper and/or Consignee or by any party claiming by or on their behalf against the Carrier shall be subject to the exclusive jurisdiction of the English High Court of Justice. However, the Carrier, in his option, shall be at liberty to submit any claim arising hereunder against the Shipper and/or Consignee to the Courts of England, Poland or Sweden whereupon that Court shall be regarded as having exclusive jurisdiction. Any proceedings against the Carrier must be commenced within 9 months from the date of discharge or when the Goods should have been discharged, failing which any claim shall expire or, if such claims shall not expire according to provisions of applicable law in force, shall be time barred.

15.2 The parties hereto hereby agree that any dispute hereunder shall be governed by and construed exclusively in accordance with English law and that the Contract and these Conditions are governed by English law.

#### **16. Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

#### **17. Insurance**

The Shipper and/or Consignee are obliged to affect insurance to cover the risks placed upon them by these Conditions.