

# Norfolkline - General Terms & Conditions

## General

All Business is conducted and undertaken pursuant to Norfolkline's General Terms & Conditions, as deposited with the District Court of the Hague. The General Terms & Conditions are available free of charge upon request in writing to Norfolkline and are also available for inspection at any Norfolkline office and at [www.norfolkline.com](http://www.norfolkline.com).

The above-mentioned General Terms & Conditions replace all previous General Terms & Conditions. Before confirming or placing any booking and/or before the commencement of carriage, you and any others included in your booking should consult and familiarise yourselves with these Norfolkline General Terms & Conditions. Any passenger or party entering into an agreement with Norfolkline shall be deemed to have received, read and accepted these General Terms and Conditions.

## Sections of Terms & Conditions

Norfolkline offer various transportation services. Therefore and for easier reference we have included in our General Terms and Conditions the following four different sections:

**Section 1A:** Norfolkline – Ferry Passenger Terms & Conditions

**Section 1B:** Norfolkline – Operational Passenger Terms & Conditions

**Section 2:** Norfolkline – Ferry Freight Terms & Conditions

**Section 3:** Norfolkline – Door-to-Door Terms & Conditions

## Which section applies to what transportation service?

**Section 1A:** Norfolkline – Ferry Passenger Terms & Conditions AND

**Section 1B:** Norfolkline – Operational Passenger Terms & Conditions

These Terms & Conditions in sections 1A and 1B apply to any and all carriage of passengers (including without limitation drivers of commercial vehicles as referred to below) and all bookings, contracts and services relating thereto.

**Section 2:** Norfolkline – Ferry Freight Terms & Conditions

These Terms & Conditions in section 2 apply to any and all carriage from ferry port to ferry port of Commercial Vehicles, i.e. any vehicle and/or trailer used or intended to be used for and/or concerned primarily with the carriage of goods, including, without limitation, any goods, freight, articles or livestock in or on such a Commercial Vehicle and all bookings, contracts and services relating thereto.

**Section 3:** Norfolkline – Door-to-Door Terms & Conditions

These Terms & Conditions in section 3 apply to any and all door-to-door transport of cargo, whether multimodal or unimodal, and any and all contracts, bookings and services relating thereto.

All Terms & Conditions in sections 1A, 1B, 2 and 3 include limitations and exclusions in respect of our liability.

## SECTIONS 1A and 1B

**Section 1A:** Norfolkline – Ferry Passenger Terms & Conditions

**Section 1B:** Norfolkline – Operational Passenger Terms & Conditions

These Terms & Conditions in sections 1A and 1B apply to any and all carriage of passengers (including without limitation drivers of commercial vehicles as referred to below) and all bookings, contracts and services relating thereto.

All Terms & Conditions in these both sections include limitations and exclusions in respect of our liability.

The Norfolkline Operational Passenger Terms & Conditions (section 1B) cover practical issues, including but not limited to check-in procedures, no smoking policies etc. In addition these contain specific provisions for specific passengers, including, without limitation, disabled passengers.

## Norfolkline – Ferry Passenger Terms & Conditions (Section 1A)

### IMPORTANT NOTICE

- These Ferry Passenger Terms & Conditions replace all previous Ferry Passenger Terms & Conditions.
- These Ferry Passenger Terms & Conditions will apply to your booking. Before confirming your booking, you and others included in your booking must consult and familiarise yourselves with these provisions.
- These Ferry Passenger Terms & Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence

- In addition to these Ferry Passenger Terms & Conditions, Norfolkline's Operational Passenger Terms & Conditions and the Athens Convention 1974 apply.
- The Norfolkline Operational Passenger Terms & Conditions cover more practical issues, including but not limited to checking in procedures, our disabled passenger and no smoking policies etc. You and all other persons included within your booking must also consult and familiarise yourselves with the Operational Passenger Terms & Conditions.
- The Athens Convention, in most circumstances, limits Norfolkline's liability for the death of or personal injury to a Passenger and/or the loss of or damage to the Passenger's Luggage and makes special provision for Valuables. It also imposes a presumption that your Luggage is delivered to you in an undamaged state unless written notice is given to Norfolkline (a) in the case of apparent damage, before or at the time of disembarkation or redelivery or (b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery, or from the time when such redelivery should have taken place. A copy of the Athens Convention is available upon request in writing to Norfolkline.
- Whilst on board the Ship you must act and behave in a manner appropriate to your surroundings and exercise control over any other person for whom you are responsible, at all times. Please note that you will inevitably encounter obstacles on the Ship, including but not limited to, heavy watertight internal doors, high thresholds, low ceilings and/or entrances, steep staircases and wet surface conditions on deck etc. Accordingly, caution must always be taken when moving around the Ship, particularly in conditions of inclement, rough or heavy weather.

## 1. Definitions

- "Animals" – means any animal or pet owned or accompanied by a Passenger or in the possession, custody or control of a Passenger, but excluding livestock.
- "Cabin Luggage" – means any Luggage, which the passenger has in his cabin or is otherwise in his possession, custody or control, including but not limited to Luggage which the passenger has in or on his Private Vehicle.
- "Commercial Vehicle" – means any vehicle and trailer used for and/or concerned primarily with the carriage of goods. The term to include any goods, freight, articles or livestock in or on such a Commercial Vehicle.
- "Dangerous Luggage" – means any Luggage that Norfolkline considers, in its absolute discretion, to be of a dangerous nature, including but not limited to Weapons.
- "Luggage" – means any article or Private Vehicle carried by Norfolkline under the contract of carriage, but excluding any Commercial Vehicle; any goods, freight, articles or livestock in or on a Commercial Vehicle; Animals; and Valuables.
- "Norfolkline" – means Norfolk Holdings BV and all holding; group; subsidiary; associated; and affiliated companies and/or their successors and assigns,
- "Package Booking" – means the provision of accommodation and/or carriage by modes of transport other than those provided by the Services, including but not limited to road, rail or air and/or tourist services, including but not limited to organised tours and car hire.
- "Passenger" - means any person who enters into a contract of carriage with Norfolkline or any person (including a minor) travelling on a Ticket (see definition of 'Ticket' below) or any person who requires to travel on a Ticket issued or to be issued by or on behalf of Norfolkline, including, but not limited to, any person in charge of Luggage, Cabin Luggage, Valuables, Animals and/or Commercial Vehicles whether or not a Ticket is issued to that person and any person who is entitled to use the Services without charge whether or not a complimentary Ticket or free pass is issued to such person.
- "Private Vehicle" – means any vehicle owned and/or driven and/or in the custody, power or possession of and/or accompanied by a passenger, other than a commercial vehicle, including but not limited to a car, caravan, motorcycle, trailer, boat, motor home, and van.
- "Services" – means the services offered from time to time by Norfolkline, including but not limited to the carriage by sea of Passengers and their Luggage, Valuables, Animals and other authorised property.
- "Ship" – means any ship, vessel or ferryboat owned by or chartered to or hired or used by Norfolkline in relation to the Services.
- "Ticket" – means any document (electronic or otherwise) evidencing a contract of carriage with Norfolkline and/or a valid booking reference and/or an e-ticket and/or a valid boarding voucher and/or pass which shows that the holder and/or any other person named therein is entitled to use Norfolkline's Services.
- "Valuables" – means money, negotiable instruments or securities, credit and debit cards, passports, laptop computers, mobile phones, cameras, video cameras, electronic entertainment equipment, gold, silverware, jewellery, jewels, watches, ornaments, works of art, or other valuables.
- "Weapons" – mean any object, instrument or device used or designed for attack or defence, including but not limited to knives, guns, explosives, replica guns, ammunition, swords, and daggers; of any type or nature whatsoever.

## 2. Interpretation

## 2.1

Any reference to a convention, protocol, statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

## 2.2

Any reference to the masculine shall include the feminine and the neuter, and the singular shall include the plural and vice versa.

## 2.3

References to persons shall include individuals, firms, companies, corporations and unincorporated associations.

## 2.4

All headings used in these terms and conditions are for ease of reference only and shall not affect the construction of the terms and conditions.

## 3. Application

### 3.1

All Services, whether gratuitous or not, are undertaken subject to the provisions set out below at clauses 3.1. 1 to 3.1.3 inclusive and clause 3.4 and such provisions are deemed to be incorporated into the contract between Norfolkline and the Passenger and shall govern any and all liability that Norfolkline may have to any Passenger. These provisions supersede all prior communications, agreements, representations, warranties, terms, indemnities, stipulations, and undertakings of whatsoever nature, whether oral or written, between Norfolkline, its servants and agents and any Passenger, provided that neither party's liability for any statement it may have made fraudulently prior to the date of the booking shall be excluded. Furthermore, these provisions may not be modified or amended without the written consent of Norfolkline.

#### 3.1.1

These Ferry Passenger Terms & Conditions; and

#### 3.1.2

These Ferry Passenger Terms & Conditions; and

#### 3.1.3

The Athens Convention Relating to The Carriage of Passengers and Their Luggage by Sea 1974, as amended by the 1976 Protocol.

### 3.2

Insofar as there is any discrepancy or conflict between the provisions set out at clauses 3.1.1 to 3.1.3 above, then these Ferry Passenger Terms & Conditions shall prevail.

### 3.3

These Ferry Passenger Terms & Conditions shall not operate to limit or deprive Norfolkline of any right, liberty, immunity, defence, exemption or limitation of liability provided for by any relevant international convention, statute or other mandatory provision.

### 3.4

Without prejudice to clauses 3.1 and 3.2 above, Norfolkline is entitled, at its sole discretion, to rely upon any term incorporated into a contract between Norfolkline and its agent, independent contractor or subcontractor in connection with any claim brought against Norfolkline by a Passenger, which in any way relates to or arises out of such a contract, as if such term were set out herein. Copies of such contracts and subcontracts shall be made available to a Passenger upon receipt by Norfolkline of a request in writing.

### 3.5

The Carriage of Commercial Vehicles is subject to Norfolkline's Ferry Freight Terms & Conditions. However these Ferry Passenger Terms & Conditions do apply to any person or persons accompanying a Commercial Vehicle.

## 4. Servants and Agents

### 4.1

No employee, servant, agent, independent contractor or sub-contractor of Norfolkline shall in any circumstances whatsoever be under any liability whatsoever to the Passenger for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment but without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition, and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to Norfolkline or to which Norfolkline is entitled hereunder shall also be available to and shall extend to protect every such servant or agent of Norfolkline acting as aforesaid and for the purpose of all the foregoing provisions of this clause Norfolkline is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors and subcontractors as aforesaid).

## 5. Service Conditions

### 5.1

Norfolkline is not a common carrier and does not contract as such.

#### 5.2

Norfolkline does not provide Package Bookings and does not contract to do so.

#### 5.3

Norfolkline reserves the right to subcontract the performance of the whole or any part of the Services.

#### 5.4

All departure, arrival and journey times and the identity of ships shown on any Ticket and/or advertisement and/or notice are estimates only and cannot be guaranteed. Timetables, routes and ships may be changed by Norfolkline without notice and without incurring any liability whatsoever to any Passenger.

#### 5.5

Norfolkline reserves the right to revise its fares at any time, in its absolute discretion, and without prior notice to any Passenger. Passengers are not entitled to any refund in whole or in part in the event that Norfolkline's fares are revised after the date of the Passenger's booking.

#### 5.5

Any typographical, clerical or other error or omission on the website or in any brochure, quotation, fare list, notice, offer, acceptance, invoice or other document or information issued by Norfolkline, its servants or agents, shall be subject to correction without any liability on the part of Norfolkline.

#### 5.6

Norfolkline and/or its servants or agents shall be at liberty to comply with any orders, directions and/or advice, relating (inter alia) to departure, arrival, route, ports of call, loading, unloading, stoppages, trans-shipment or destination by any government or other authority or by any committee or persons having under the terms of any insurance taken out by Norfolkline in respect of the relevant Ship the right to give such orders, directions and/or advice. If by reason of and/or in compliance with any such orders, directions and/or advice an act is undertaken or omitted to be undertaken, such act or omission shall not be deemed a deviation from or of the Services and delivery in accordance with such orders, directions and/or advice shall be a fulfilment of the contract of carriage and the fare shall be payable accordingly (or, if already paid, shall not be refunded).

#### 5.7

Norfolkline reserves the right to refuse to carry any Passenger and/or vehicle and/or Luggage and/or Valuables and/or Animals and to remove any Passenger and/or vehicle and/or Luggage and/or Valuables and/or Animals from the Ship and such right shall be exercised by Norfolkline in its absolute discretion. In the event that Norfolkline exercises this right, it will refund the Passenger's fare, but shall otherwise have no liability whatsoever to any such Passenger.

#### 5.8

If a Passenger fails to disembark at the port of destination, or in the event that a Passenger is refused permission, for any reason whatsoever, to disembark at the port of destination, the Passenger, his Luggage and any other property may be carried, at Norfolkline's absolute discretion, to any other port or place at which the Ship calls. The Passenger will be liable to and shall indemnify Norfolkline and/or its servants or agents for any loss, expense, or damage incurred in connection with or arising out of any such incident.

#### 5.9

Medical services are not available on the Ship and all Passengers should consult their doctor before travelling. Any Passenger that travels with a pre-diagnosed medical condition does so at his own risk and Norfolkline accepts no responsibility or liability whatsoever arising out of or in connection with that Passenger's medical condition.

#### 5.10

In the event that medical attention or an ambulance of any kind may be necessary and is provided or ordered by Norfolkline, its servants or agents, then the Passenger (or personal representative of the Passenger) for whom the services were obtained will be liable to and shall indemnify Norfolkline, its servants or agents, in full for all such costs.

#### 5.11

All telephone calls made to Norfolkline are monitored and may be recorded.

## 6. Inspections and Searches

#### 6.1

Norfolkline reserves the right to check and record a Passenger's passport and any other documentation required by the Passenger to comply with the requirements of immigration, customs, health and other relevant regulations. Norfolkline also reserves the right to refuse a Passenger permission to board the Ship if such documentation is not produced. Passengers will be liable to and shall indemnify Norfolkline and/or its servants or agents for any loss and/or damage arising out of any failure on the part of the Passenger to produce such documentation to the relevant authorities, including but not limited to fines, repatriation or other removal costs, detention costs and all related expenses.

#### 6.2

Norfolkline reserves the right to conduct a physical search or inspection of any Passenger, vehicle, Luggage or any other property in the interest of the safety and security of passengers, crew and the Ship. Norfolkline, its servants, agents, or any other authorised person may carry out such search or inspection. Norfolkline reserves the right to refuse to carry the Passenger, and/or his Luggage (including Dangerous Luggage) and/or his vehicle and/or Valuables and/or Animals; or to remove such Passenger, Luggage, vehicle, Valuables or Animals from the Ship, in the event that the Passenger refuses to consent to such a search or inspection and Norfolkline shall incur no liability whatsoever to any such Passenger.

## 7. Passenger Obligations

#### 7.1

Passengers shall at all times follow and carry out all lawful directions, notices or instructions given by Norfolkline and/or its servants or agents, relating but not limited to the personal safety of themselves, crew or other passengers.

#### 7.2

Passengers are required at all times to take all reasonable precautions for their own safety and the safety of any person in their care (particularly children), including but not limited to the use of the hand and guard rails at all times as provided around the vessel; appropriately controlling children and ensuring that children are accompanied by a responsible adult at all times; and paying attention to any safety briefing given by Norfolkline and/or its servants or agents.

#### 7.3

It is the Passenger's responsibility to ensure that it has all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations.

#### 7.4

It is the Passenger's responsibility to ensure that it has all documentation needed to comply with the requirements of immigration, customs, health and other relevant regulations relating to the carriage of Animals. Animals must remain in the Passenger's vehicle at all times and it is the Passenger's responsibility to properly care for and control animals at all times.

#### 7.6

Unaccompanied Animals are not permitted on the Ship.

### 8. Passenger Warranties and Indemnities

#### 8.1

In the event that a single Ticket is issued in relation to a number of Passengers travelling in a group, the person to whom the Ticket is issued shall be held to have contracted with Norfolkline as agent for and on behalf of all the Passengers in the group travelling on that Ticket, and all such Passengers shall be deemed to have entered into a contract of carriage with Norfolkline subject to these Ferry Passenger Terms & Conditions and the person to whom the ticket is issued shall be deemed to have warranted that he has authority so to contract on behalf of all of the Passengers travelling on such Ticket.

#### 8.2

Passengers warrant that they will comply with and abide by these Ferry Passenger Terms & Conditions; Norfolkline's Operational Passenger Terms & Conditions; and any and all notices and/or rules and/or regulations and/or instructions issued by Norfolkline at any time.

#### 8.3

Passengers are liable to Norfolkline and/or its servants or agents for death or personal injury to any other Passenger and/or servant or agent of Norfolkline and/or any damage occasioned to any Ship and its fittings, furnishings and equipment or any other property of Norfolkline, its servants or agents, or any third party property, including but not limited to the property of other Passengers, arising out of or in connection with or caused by the following: (i) the Passenger's negligence or wilful act or omission or breach of these Ferry Passenger Terms & Conditions, or (ii) any Animal in the possession, custody or control of the Passenger. Such Passengers shall indemnify Norfolkline, its servants or agents in respect of all and any liability that Norfolkline and/or its servants or agents may incur, including but not limited to personal injury, death, damage and loss to property and/or Luggage, as a result of such negligence, wilful act or omission or breach of these Ferry Passenger Terms & Conditions on the part of the Passenger and/or as a result of the carriage of any Animals.

### 9. Force Majeure

#### 9.1

Norfolkline shall not be deemed to be in breach of contract or incur any liability whatsoever to any Passenger in the event that the non-performance, part performance, deviation, or delay in the performance of the Services is caused by a force majeure event. The following (non exhaustive) list of events shall be regarded as force majeure events:

##### 9.1.1

Acts of God, natural and other disasters, explosion, flood, fire, lightning, bad weather, storms, winds, ice, surf, perils of the seas, rivers and navigation, general average incident or accident, response to a distress signal, man overboard or any other rescue response or activity;

##### 9.1.2

War, hostilities (whether declared or not), invasion, acts of foreign enemies;

##### 9.1.3

Rebellion, revolution, insurrection, terrorist activity, military or usurped power or civil war;

##### 9.1.4

Riot, civil commotion or disorder;

##### 9.1.5

Acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions, or measures of any kind on the part of any governmental authority;

##### 9.1.6

Strikes, lockouts or other industrial actions or trade disputes of whatever nature;

##### 9.1.7

Seizure, arrest or forfeiture under legal process;

##### 9.1.8

Port congestion or closure, docking delays, breakdown of machinery or any Ship, unavailability or breakdown of loading/unloading facilities;

[9.1.9](#)

Search, detention or removal of any stowaway and/or illegal immigrant and/or other unauthorised person.

[9.2](#)

In the event of a force majeure event, as defined at clause 9.1 above, Norfolkline shall have the right at any time before or after the commencement of the carriage to cancel, abandon or suspend the carriage, alter, vary or depart from the proposed or advertised or agreed or customary route and/or delay or detain any Ship so affected and/or disembark, trans-ship, forward or land any Passenger, Luggage, vehicle, Animal, Valuable or other property, at any port or place.

## [10. Dangerous Luggage](#)

[10.1](#)

Norfolkline is not obliged to carry or otherwise handle Dangerous Luggage.

[10.2](#)

Passengers must declare all inflammable, explosive or other potentially hazardous substances and/or items that may constitute a health or security threat during check-in.

[10.3](#)

Unauthorised Dangerous Luggage may at any time be unloaded, abandoned, discharged, landed, jettisoned, destroyed, rendered innocuous or otherwise disposed of by Norfolkline without compensation, and the Passenger shall be liable for all damages and expenses directly or indirectly arising out of or relating to such Dangerous Luggage. If any Luggage, carried with the knowledge and consent of Norfolkline, shall become a danger, then Norfolkline reserves the right to deal with such Luggage in like manner.

[10.4](#)

Weapons are classified as Dangerous Luggage for the purposes of these Ferry Passenger Terms & Conditions.

[10.5](#)

The carriage of Weapons is strictly prohibited, unless the Passenger complies with all statutory and legal obligations of the countries of departure, arrival and any other country at which the Ship is due to call and the Passenger obtains Norfolkline's prior written permission and the Passenger complies with Norfolkline's procedures rules and protocols

[10.6](#)

All vehicles carrying petrol or fuel oil in their main fuel tank shall be fitted with means whereby the fuel supply shall be shut off either (i) in the case of gravity feed by closing the valve or (ii) in the case of a pump feed by stopping the engine. No fuel tank shall be filled to such a degree as to allow any spillage during loading or unloading or throughout the carriage when the motion of the Ship must be taken into account.

[10.7](#)

No fuel cans of any nature whatsoever, whether full or empty are permitted onto the Ship and Norfolkline reserve the right to confiscate and dispose of any fuel cans at any time.

[10.8](#)

Gas cylinders must be adequately secured against the movement of the Ship; the supply must be shut off at the cylinders during the entire carriage; the integrity of the cylinders must be intact, at the commencement of the carriage, and a maximum of 3 gas cylinders per vehicle will be carried by Norfolkline.

## [11. Abandoned Luggage](#)

[11.1](#)

Norfolkline reserve the right to sell and retain the sale proceeds or otherwise dispose of any Luggage or other property (including but not limited to Valuables, Animals and Dangerous Luggage) left on the Ship or otherwise left in the possession, custody or control of Norfolkline following the disembarkation of the Passenger within 14 days of such disembarkation.

## [12. Liability](#)

[12.1](#)

Norfolkline shall in no circumstances be liable to any Passenger for personal injury or death and/or loss of or damage to Cabin Luggage and/or loss of or damage to Private Vehicles and/or loss of or damage to Luggage howsoever arising unless the same is caused by a negligent and/or careless and/or wilful act or omission on the part of Norfolkline during the period between embarkation and disembarkation.

[12.2](#)

In any event Norfolkline shall be entitled to limit its liability as follows:

[12.2.1](#)

any liability for death or personal injury to a Passenger shall not exceed 46,666 SDR in aggregate per carriage;

[12.2.2](#)

any liability for the loss of or damage to Cabin Luggage shall not exceed 833 SDR in aggregate per Passenger, per carriage;

[12.2.3](#)

any liability for the loss of or damage to Private Vehicles, including all Luggage carried in or on the vehicle shall not exceed 3,333 SDR in aggregate per vehicle, per carriage;

#### 12.2.4

any liability for the loss of or damage to Luggage, other than that referred to at clauses 12.2.2 and 12.2.3 above shall not exceed 1200 SDR in aggregate per Passenger, per carriage.

#### 12.3

Norfolkline shall be relieved of liability, in whole or in part, in the event that the death or personal injury to a Passenger or the loss of or damage to his Cabin Luggage, Private Vehicle, or Luggage was caused or contributed to by the fault or neglect of the Passenger.

#### 12.4

Subject to clause 12.1 above and save for any liability arising out of death or personal injury caused by Norfolkline's negligence, Norfolkline shall have no liability whatsoever and howsoever arising to any Passenger or third party.

#### 12.5

Without prejudice to the generality of the exclusion at clause 12.4 above, Norfolkline shall not in any circumstances whatsoever be liable for indirect or consequential loss or damage and/or loss, damage, injury or death to any Animal and/or loss or damage to Valuables and/or the consequences of any delay or deviation howsoever caused.

#### 12.6

Norfolkline shall not in any circumstances whatsoever be liable for any direct or indirect loss or damage arising out of the carriage of Dangerous Luggage.

### 13. Notification of claims

#### 13.1

Any claim by a Passenger against Norfolkline arising out of apparent damage to Luggage or Cabin Luggage must be reported in writing to Norfolkline before or upon disembarkation or re-delivery of such Luggage. All other claims, including non-apparent damage and loss of Luggage, must be made in writing and notified to Norfolkline at its registered office address within 15 days of disembarkation or re-delivery of Luggage or the date upon which such re-delivery should have taken place. In the event that a Passenger fails to notify Norfolkline as aforesaid, then such Passenger shall be presumed, unless the contrary is proved, to have received the Luggage undamaged.

### 14. Limitation Period

#### 14.1

Notwithstanding clause 13.1 above, Norfolkline shall in any event be discharged of all liability whatsoever and howsoever arising unless suit be brought and written notice thereof be given to Norfolkline within two years from the date of disembarkation or in the case of death within two years from the date when the Passenger should have disembarked.

### 15. Severability

#### 15.1

If at any time any clause or part of a clause is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other clause or the remaining part of that clause.

### 16. Waiver

#### 16.1

Any failure or delay by Norfolkline in exercising any right, power or remedy under these Ferry Passenger Terms & Conditions shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by Norfolk Line of any right, power or remedy shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

#### 16.2

Any waiver by Norfolkline of a breach of, or default under these Ferry Passenger Terms & Conditions shall not be deemed a waiver of any subsequent breach or default.

### 17. Law and Jurisdiction

#### 17.1

The contract between Norfolkline and the Passenger and any claim or dispute arising between the parties shall be governed by English law and shall be determined by the courts in the following jurisdictions:

##### 17.1.1

the Court of Rotterdam; or

### 17.1.2

any other jurisdiction nominated by Norfolkline in its absolute discretion.

## Operational Passenger Terms & conditions (Section 1B)

### IMPORTANT NOTICE

- These Operational Passenger Terms & Conditions will apply to your booking IN ADDITION to the Norfolkline Ferry Passenger Terms & Conditions and the Athens Convention 1974.
- These Operational Passenger Terms and Conditions cover more practical issues, including but not limited to checking-in procedures, our disabled Passenger and no smoking policies etc.
- Both the Athens Convention 1974 and The Ferry Passenger Terms & Conditions include limitations and exclusions in respect of our liability for death, personal injury, financial loss and damage to property, even if caused by our negligence. You and all others included within your party must consult and familiarise yourselves with these provisions before you confirm your booking.
- These Operational Passenger Terms & Conditions shall not operate to limit or deprive Norfolkline of any right, liberty, immunity, defence, exemption or limitation of liability provided for by any relevant international convention, statute or other mandatory provision.
- The Definitions contained in clause 1 of the Norfolkline Ferry Passenger Terms & Conditions apply to these Operational Terms & Conditions, as applicable.

### 1. Timings

#### 1.1

Any and all references to times or timings referred to in the Sailing Schedules and/or other notices or literature produced by Norfolkline are expressed in local time, unless otherwise stated.

### 2. Vehicle deck

#### 2.1

Unauthorised access, remaining in vehicles or attendance on the vehicle deck is prohibited during the crossing. You are advised to take any belongings and Luggage that you may need during the crossing with you before the commencement of the voyage.

#### 2.2

During the crossing your vehicle must be left in gear or in the park (P) position in the case of automatic transmission; the handbrake must be applied; the vehicle must be locked; and any vehicle alarm or movement sensor must be disabled.

#### 2.3

Vehicle heaters powered by diesel fuel or LPG must be switched off during the crossing. LPG powered vehicles must be shut off at the fuel cock.

#### 2.4

The driver and/or owner of a motorbike is responsible for securing the motorbike to his own satisfaction, using the materials provided by Norfolkline.

### 3. Payment

#### 3.1

Payment is due at the time of booking. If payment is not received by the due date, Norfolkline is entitled to cancel the booking without notice to you.

#### 3.2

Norfolkline accepts payment by major credit card, debit card or personal cheque (supported by a valid cheque guarantee card when made in person). Payment made by credit or debit card or personal cheque may be subject to a booking fee. For payments by personal cheque, Norfolkline must be in receipt of the cheque no later than 21 days before the date of travel.

#### 3.3

Bookings made on the day of departure may be subject to the payment of a surcharge.

### 4. Fuel Surcharge

#### 4.1

A fuel surcharge may apply and be payable by you at the time of booking and/or at any time between the date of booking and the date of travel.

#### 4.2

Notice of the terms and amount of any fuel surcharge will be communicated to you by Norfolkline at the time of booking and/or at any time prior to the date of travel.

## 5. Disabled Passengers

### 5.1

Disabled Passengers that require assistance must notify Norfolkline at the time of booking and during check-in.

## 6. Animals

### 6.1

Animals other than guide dogs and disability assistance dogs are not permitted in the Passenger areas on board Ship and must remain in the vehicle during the crossing.

### 6.2

From or to Dunkerque, France only Norfolkline are only allowed to carry pets in accordance with The Pet Travel Scheme (PETS). For full information regarding the Pet Travel Scheme, please contact: +44-(0)870 241 1710 (PETS GENERAL HELPLINE) or your veterinary surgeon or visit [www.defra.gov.uk](http://www.defra.gov.uk)

### 6.3

Irish Sea only Norfolkline offer a limited number of dog kennels on the Ships, but availability is limited and must be pre-booked prior to travel.

## 7. No Smoking

### 7.1

Smoking is prohibited on board Ship except in designated smoking areas.

## 8. Check-In/Tickets

### 8.1

Passengers are advised to obtain the latest sailing information from your local Norfolkline office or agent, prior to commencing your journey to the port of departure.

### 8.2

Vehicles and Passengers must be checked-in not later than one hour and no more than two hours before the scheduled departure time.

### 8.3

Norfolkline DO NOT issue tickets. Upon arrival at the departure terminal, you must proceed directly to check-in with your booking reference.

## 9. Weather

### 9.1

Severe weather or sea conditions may lead to the cancellation or delay of services. We use our best endeavours to advise Passengers of any cancellation, but do not accept any liability whatsoever.

## 10. No show/Late Arrival

### 10.1

Check-in desks will close one hour before the departure of the Ship. Passengers who arrive after this time may not be permitted to board the Ship and may forfeit their ticket and may not be entitled to any refund or free transfer.

## 11. Unused Bookings and Refunds

### 11.1

In the event that a Passenger is unable to confirm his booking reference at check-in, then a new booking must be made and purchased. If the original booking reference is subsequently advised to Norfolkline, then Norfolkline may, in its absolute discretion, agree to refund the original fare.

### 11.2

Promotional offers or bookings are non-refundable in the event of cancellation.

### 11.3

Passengers may be entitled to a refund in whole or in part in the event that a non-promotional standard fare booking is cancelled by the Passenger prior to the date of departure, subject to the following cancellation charges:

#### Period of Time prior to Departure Cancellation

- Charge Up to 8 weeks prior to departure Zero
- 8 to 4 weeks prior to departure 25% of the total fare
- 4 to 2 weeks prior to departure 50% of the total fare
- Less than 2 weeks prior to departure 100% of the total fare

#### 11.4

Applications for refund should be sent to the Norfolkline office or agent where the booking was made or in the event of an electronic booking over the internet, to any Norfolkline office no later than two weeks following the intended date of departure. All claims must be accompanied by the booking reference.

### 12. Amendment Fees

#### 12.1

Bookings can be amended subject to availability. Please note that an amendment fee will apply unless otherwise stated in the promotional offer.

##### 12.1.1

From or to Dunkerque, France only: amendment fee is: GBP 15 / EUR 20.

##### 12.1.2

Irish Sea only:

- amendment fee on offers indicated as 'special offers' is GBP 25.
- amendment fee on standard fares is free for the 1st amendment and GBP 25 for each further amendment for the same booking.

##### 12.1.3

From or to Dunkerque combined with Irish Sea (landbridge):

- amendment fee on offers indicated as 'special offers' is GBP 25 / EUR 35.
- amendment fee on standard fares is free for the 1st amendment and GBP 25 / EUR 35 for each further amendment for the same booking.

#### 12.2

Amendment fees will be subject to change from time to time. Notice of any change will be communicated to you by Norfolkline at the time of your request for amendment.

#### 12.3

Travelling at a different time or date may result in a surcharge, if the fare for the amended journey is higher than the fare of the original journey.

### 13. Private Car Restrictions

#### 13.1

In the event that the total height of your private car, including roof racks etc, exceeds 2.4m then you must advise Norfolkline at the time of booking.

#### 13.2

If not advised, Norfolkline reserves the right to refuse to carry any private car exceeding this height or to impose a surcharge for the carriage of such vehicle.

### 14. EXCURSION FARES for Irish Sea services only

#### 14.1

All Excursion Fares are subject to availability and cannot be used in conjunction with any other offer.

#### 14.2

Any date changes to excursion bookings may result in standard fares being charged instead of Excursion fares.

#### 14.3

All travel must be completed by dates shown on the booking form.

#### 14.4

All Excursion Fares on offer are on a return basis only.

#### 14.5

No refunds will apply to incomplete journeys.

### 15. Unaccompanied Children

#### 15.1

Children under the age of 16 must be accompanied by a responsible adult, parent or guardian.

#### 15.2

Unaccompanied children between the ages of 16 and 18 may be required to carry a letter of authority from their parents or Guardian. We recommend that you take advice from the appropriate authority prior to making arrangements.

## 16. IDENTIFICATION

### 16.1

Norfolkline reserves the right to refuse to carry any Passenger that does not have the necessary travel, identification and visa documents.

### 16.2

From or to Dunkerque, France only

Passengers require a valid passport or EU national identity card.

### 16.3 Irish Sea only

All Passengers aged 18 or over must produce to Norfolkline identification in the form of a valid passport or valid photographic EU national identity card or valid photographic driving license or valid police warrant card/badge or Citizen Card or a valid Government-issued identity card at check-in.

## 17. Luggage

### 17.1

In the interest of safety and comfort, Passengers are advised that a Luggage allowance of two pieces of Luggage per person is permitted in the designated Passenger accommodations.

### 17.2

Passengers are responsible for carrying and moving their own Luggage on and off the Ship and for its safety on board and any unattended luggage on board may be treated as a security risk and dealt with accordingly.

## 18. Weapons

### 18.1

Passengers must declare their intention to carry Weapons (including replicas) and ammunition at the time of booking and at least 24 hours in advance of departure and must inform Norfolkline during check-in.

### 18.2

The carriage of Weapons is subject to the conditions set out at clause 10.5 of the Norfolkline Ferry Passenger Terms & Conditions.

## 19. Incorrect Information

### 19.1

Incorrect or inaccurate information submitted to Norfolkline at the time of booking relating but not limited to the identification of vehicle type, Passenger details, Passenger numbers and any other information required or requested by Norfolkline during the booking process, may result in the payment of a surcharge.

## 20. Freight

### 20.1

Commercial Vehicles may attract additional or different fares and/or surcharges.

## 21. Christmas Sailing Schedule

### 21.1

During the Christmas Season Norfolkline will amend the timetables. Please check the revised schedule before making a booking.

## SECTIONS 2 and 3

**Section 2:** Norfolkline – Ferry Freight Terms & Conditions

**Section 3:** Norfolkline – Door-to-Door Terms & Conditions

**Section 2:** Norfolkline – Ferry Freight Terms & Conditions

These Terms & Conditions in section 2 apply to any and all carriage from ferry port to ferry port of Commercial Vehicles, i.e. any vehicle and/or trailer used or intended to be used for and/or concerned primarily with the carriage of goods, including, without limitation, any goods, freight, articles or livestock in or on such a Commercial Vehicle and all bookings, contracts and services relating thereto.

### Section 3: Norfolkline – Door-to-Door Terms & Conditions

These Terms & Conditions in section 3 apply to any and all door-to-door transport of cargo, whether multimodal or unimodal, and any and all contracts, bookings and services relating thereto. All Terms & Conditions in sections 2 and 3 include limitations and exclusions in respect of our liability.

Sections 2 and 3 are merged into one document. The next pages 25-38 form together the sections 2 and 3

## Ferry Freight Terms & Conditions Door-to-Door Terms & Conditions (Sections 3 and 4)

### 1. Definitions

- "Carrier" means any of Norfolk Holdings B.V., Norfolkline B.V., Norfolkline Containers B.V., Norfolk Scheepvaartmaatschappij B.V., Laros Shipping & Forwarding B.V., Laros Transport B.V., Norfolkline Ltd, Dockspeed Ltd, Dockspeed Holdings, Norfolkline GmbH, Norfolkline A/S, Norfolkline A/B, Norfolkline SPA, Norfolkline Terminal Spa, Norfolk Line N.V..
- "Merchant" includes the shipper; holder, consignee or receiver of the Goods; any Person owning or entitled to the possession of the Goods or the Bill of Lading; any Person having a present or future interest in the Goods and anyone acting on behalf of any such Person.
- "Person" includes an individual, group, company or other entity.
- "Sub-Contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed directly or indirectly by or on behalf of the Carrier in performance of the Carriage.
- "Goods" means the whole or any part of the cargo received from or through the shipper and includes but is not limited to any equipment or Unit not supplied by or on behalf of the Carrier.
- "Unit" includes any single-unit vehicle, articulated-unit vehicle, container, trailer, semi-trailer, huckepacktrailer, swap body, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any equipment thereof or connected thereto.
- "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods and/or Persons.
- "Carriage of Goods by Road" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by road.
- "Carriage of Goods by Rail" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by rail.
- "Combined Transport" means any Carriage of Goods undertaken by the Carrier whereby the Goods are carried by a combination of road, rail or sea (including possible intermediate and/or connected storage of the Goods).
- "Port to Port Shipment" means Carriage from a port of loading, embarkation or departure to a clearly stated port of delivery or arrival.
- "Freight" includes all charges payable to the Carrier in connection with any Carriage undertaken by him.
- "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25th August 1924 and includes the amendments to the Protocol signed at Brussels on 23rd February 1968 but only if such amendments are compulsorily applicable. (It is expressly provided that nothing in these GENERAL TERMS AND CONDITIONS shall implement Article X (c) of said Rules as amended by said Protocol).
- "CIM" means the provisions of the Convention concerning the International Carriage of Goods by Rail, dated 25th February 1961.
- "CMR" means the provisions of the Convention concerning the International Carriage of Goods by Road, dated 19th May 1956 as amended by the Protocol amending that Convention, signed in Geneva in 1978.
- "AVC" means the provisions of the latest version of the General Carriage Conditions (in Dutch: "Algemene Vervoerscondities").

### 2. Jurisdiction and applicable law

#### 2.1

All contracts of Carriage and relationships between the Carrier and the Merchant or Person are governed by and subject to Dutch law, unless these GENERAL TERMS AND CONDITIONS provide otherwise.

#### 2.2

All actions under any contract of Carriage concluded between the Carrier and the Merchant or any action in relation hereto, irrespective whether the action is brought under the contract or in tort, shall be referred for arbitration in Rotterdam in accordance with the TAMARA Arbitration Rules. A sole arbitrator shall decide such action unless the Carrier opts for three arbitrators. Either party may institute appeal proceedings which then will also be conducted in accordance with the TAMARA Arbitration Rules, be it that the arbitrator to be appointed - or arbitrators in case the Carrier opts for three arbitrators - shall not have dealt with the arbitration proceedings in the first instance. No other court shall have jurisdiction over any such action, unless (a) the Carrier, at his sole discretion, decides to bring action in another jurisdiction or (b) the

Merchant brings action in another jurisdiction and the Carrier voluntarily submits himself thereto. This also applies in case of connexity, plurality, litispēndētia and third party proceedings. The arbitrator(s) shall apply the provisions of the CMR in case of international Carriage of Goods by Road.

### 3. Scope of application, validity and applicability

#### 3.1

Subject to Clause 2.1 above, the provisions of these GENERAL TERMS AND CONDITIONS shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Unit to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.

#### 3.2

The rights, defences, limitations and liberties of whatsoever nature provided for in these GENERAL TERMS AND CONDITIONS and as available by law shall apply in any actions against the Carrier for loss, damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

#### 3.3

In the event that the Merchant uses his own General Terms and Conditions the present GENERAL TERMS AND CONDITIONS of the Carrier shall prevail in any case of contravention or inconsistency.

#### 3.4

On all contracts and in any relationships between the Carrier and the Merchant the following conditions shall be applicable in addition to these GENERAL TERMS AND CONDITIONS:

- CMR in the event of international Carriage of Goods by Road as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by road;
- CIM in case of Carriage of Goods by Rail as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by rail;
- AVC in the event of Carriage of Goods by Road exclusively within the Netherlands;
- Hague Rules in case of Port to Port Shipment as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by sea;
- the most recent version of the Conditions of Business of the Cold Storage & Distribution Federation in the event of the Carrier (also) performing cold storage and distribution activities in the United Kingdom;
- the most recent version of the Dutch Forwarding Conditions (in Dutch: "FENEX Conditities") in the event of the Carrier (also) performing forwarding activities;
- the most recent version of the Conditions of Contract of the UK Warehousing Association in the event of the Carrier (also) performing warehousing activities in the United Kingdom;
- the Conditions of the North Sea Operators Claims Conference in the event of Port to Port Shipment
- the Carriage of Passengers and their Luggage by sea as scheduled to the Merchant Shipping Act 1979 (Athens Convention) in the event of Carriage of Persons by sea;
- Convention of the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on 12 October 1929, as amended by The Hague Protocol, dated 28 September 1955 in the event of Carriage by air;
- the most recent version of the General Conditions of the Association of Rotterdam Stevedores in the event of the Carrier (also) performing stevedoring activities in the Netherlands;
- the most recent version of the Warehousing Conditions Amsterdam/Rotterdam in the event of the Carrier (also) performing warehousing activities in the Netherlands;
- the Conditions of Carriage 1991 of the Road Haulage Association in the event of Carriage of Goods by Road in the United Kingdom;
- the conditions of the "Loi Orientation des Transports Intérieurs" (LOTI) in the event of Carriage of Goods by Road exclusively within France;
- the conditions of the "Règlement Professionnel Type des Entrepôts Frigorifiques Publics et des Magasins Généraux Frigorifiques du 6 août 1945" in the event of the Carrier (also) performing cold storage activities in France.

#### 3.5

In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any of the conditions meant in Clause 3.4, these GENERAL TERMS AND CONDITIONS shall prevail unless the conditions meant in Clause 3.4 by law are made mandatory.

#### 3.6

In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any applicable international convention or national or foreign law which by law are made mandatory, these GENERAL TERMS AND CONDITIONS shall, to the extent of such contravention or inconsistency but no further, be void.

#### 3.7

Any rights of the Carrier under these GENERAL TERMS AND CONDITIONS are in addition to and shall not in any way limit or reduce any right of the Carrier under any applicable law.

## II PERFORMANCE OF THE CONTRACT

### 4. Sub-contracting

#### 4.1

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.

#### 4.2

The Merchant undertakes and warrants that no claims or allegations shall be made against any servant, agent, or Sub-Contractor of the Carrier which impose or attempt to impose upon any of them or any vessel

owned or chartered by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to fully indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, and Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitation of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them, and, in entering into this contract the Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servants, agents, and Sub-Contractors.

## 5. Methods and route of Carriage

### 5.1

The Carrier may at any time without notice to the Merchant or Person:

#### 5.1.1

Use any means of Carriage whatsoever.

#### 5.1.2

If necessary unpack and remove the Goods which have been packed into a Unit and forward them in another Unit or otherwise.

#### 5.1.3

Proceed by any route at his discretion (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to or stay at any place or port whatsoever, once or more often and in any order.

#### 5.1.4

Load or unload the Goods and/or Persons at any place or port (whether or not such port is named overleaf the document evidencing the contract of Carriage as the port of loading or port of discharge) and store the Goods at any such place or port.

#### 5.1.5

Comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

#### 5.1.6

Permit any vessel to proceed with or without pilots, to tow or be towed, to be dry-docked, to undergo repairs and to adjust equipment.

### 5.2

The discretionary powers set out in Clause 5.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of Goods or Persons. Anything done in accordance with Clause 5.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation and shall not give rise to any liability of the Carrier.

## 6. Matters affecting performance

### 6.1

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods or Persons were received for Carriage), the Carrier (whether or not the Carriage is commenced) may either:

#### 6.1.1

Without notice to the Merchant or Person, abandon the Carriage or the Goods and/or Persons and place the Goods at the disposal of the Merchant at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods and/or Persons received for Carriage, and the Merchant shall pay any additional costs of the Carriage to and delivery and storage at such place or port, or

#### 6.1.2

upon notice to the Merchant or Person suspend the Carriage of the Goods and/or Persons and store the Goods ashore or afloat in accordance with the terms of this document. The Carrier will endeavour to forward the Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery, whichever is applicable, named in the document evidencing the contract of Carriage. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including but not limited to, charges for storage, handling and any other services to the Goods and/or Persons and for Freight from the place of suspension to the port of discharge or place of delivery, which ever is applicable, crediting the account of the Merchant only to the extent of costs not incurred by the Carrier resulting from such suspension, but without crediting the account of the Merchant for Freight already paid in respect of the Carriage.

### 6.2

If the Carrier elects to suspend the Carriage under Clause 6.1 (b) this shall not prejudice his right to subsequently abandon the Carriage under Clause 6.1 (a).

## 7. Delivery and notification

### 7.1

Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

#### 7.2

If the Merchant fails to take delivery of the Goods at the agreed time and place the Carrier shall be entitled, without notice, to unpack the Goods if packed in Units and/or to store the Goods ashore, afloat, in the open or under cover, all at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

#### 7.3

If the Merchant fails to take delivery of the Goods within reasonable time of first presentation of the Goods for delivery by the Carrier to the Merchant, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without his incurring any responsibility whatsoever, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of any sums due by the Merchant to the Carrier.

#### 7.4

Refusal by the Merchant to take delivery of the Goods, notwithstanding having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

### III CARRIER'S RESPONSIBILITY

#### 8. Port to Port Shipment

##### 8.1

In the event of Port to Port Shipment, the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transhipped shall be determined in accordance with the Hague Rules, save as follows:

##### 8.1.1

Each vehicle (whether consisting of a single unit, articulated unit or a trailer or semi-trailer) together with any containers(s), flat(s), pallet(s), packages(s) or other equipment and together with their respective contents (if any) shall be deemed to be one package or unit for the purposes of Art. IV, para 5 (a) of the Hague Rules.

##### 8.1.2

The Carrier shall be entitled to limit its liability to 666,67 SDRs per package or unit, and Art. IV, para 5 (a) of the Hague Rules shall be read as though the words "2 SDRs per kg of gross weight of the Goods lost or damaged, whichever is the higher," were deleted. An SDR means Special Drawing Right as defined by the International Monetary Fund.

##### 8.1.3

Art. IV, para 5 (c) of the Hague Rules shall be deleted.

##### 8.2

Notwithstanding the above, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the Carrier shall have the benefit of every right, defence limitation and liberty in the Hague Rules as applied in this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea), the Carrier shall be under no liability whatsoever for loss of or damage to the Goods or Persons, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel.

##### 8.3

The Carrier shall be deemed to have delivered the Goods or Persons complete and in sound (undamaged) condition unless notice of loss or damage, indicating the general nature of such loss or damage, has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

##### 8.4

In the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 the Carrier shall not be responsible for checking Unit seals or seal numbers and shall not be required by the Merchant to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Carrier then no representation whatsoever is made by the Carrier as to the accuracy of the number noted nor to the condition of the seal.

##### 8.5

Whenever the Carrier in the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 provides a refrigerating or heating machine or any other temperature controlling device attached to a Unit with fuel, in order to allow it to keep operating during the Carriage, and/or checks the temperature data as they appear from the setting and thermostat of the said refrigerating or heating machine, then this shall be done at the sole responsibility of the Merchant. The Carrier shall thus not be liable for any damage resulting from the fact that the Carrier does not provide such fuel or provides not enough fuel and/or does not check such temperature data or checks them incorrectly and/or does not provide the Merchant with the results of such check.

#### 9. Combined Transport

In the event of Combined Transport, the Carrier undertakes to perform and/or to procure in his own name performance of the Carriage from the place of receipt or the port of loading, whichever is applicable, to the

port of discharge or the place of delivery, whichever is applicable, and, save as is otherwise provided for in these GENERAL TERMS AND CONDITIONS, the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below:

#### 9.1

If the stage of the Carriage during which loss or damage occurred is not known:

##### 9.1.1

The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

##### 9.1.1.1

an act or omission of the Merchant or Person;

##### 9.1.1.2

insufficiency of or defective condition of packing or marking;

##### 9.1.1.3

handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;

##### 9.1.1.4

inherent vice of the Goods;

##### 9.1.1.5

strike, lockout, stoppage or restraint of labour;

##### 9.1.1.6

atomic nuclear incident;

##### 9.1.1.7

any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence;

##### 9.1.1.8

compliance with instructions of any Persons entitled to give them.

##### 9.1.2

The burden of proof that the loss or damage was due to one or more of the causes or events specified in Clause 9.1.1 shall rest upon the Carrier, save that if 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 Clause 9.1.1.2, 9.1.1.3 or 9.1.1.4 it shall be presumed that it was so caused. The Merchant or Person shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

#### 9.2

If the stage of the Carriage during which loss or damage occurred is known:

Notwithstanding anything provided for in Clause 9.1, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

##### 9.2.1

by the provisions contained in any international convention or national law which provisions:

##### 9.2.1.1

cannot be departed from by private contract to the detriment of the Merchant or Person and

##### 9.2.1.2

would have applied if the Merchant or Person had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, except that under no circumstances the liability of the Carrier shall extend to live animals and/or Goods that are stated to be carried on deck and are so carried, or

##### 9.2.2

if international convention or national law would not apply by virtue of Clause 9.2.1 by the Hague Rules if the loss or damage is known to have occurred during waterborne Carriage, or

##### 9.2.3

by the provisions of Clause 9.1 if the provisions of Clause 9.2.1 and 9.2.2 do not apply.

#### 9.3

The Carrier shall be deemed to have delivered the Goods or Persons unless notice of loss or damage indicating the general nature of such loss or damage has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

#### 9.4

The Carrier shall be discharged of all liability unless suit is brought and notice thereof is given to the Carrier within twelve months of delivery of the Goods or Persons or the date when the Goods or Persons should have been delivered.

#### 9.5

It is expressly agreed that every Carriage undertaken by Norfolkline Containers B.V. from a place of departure on the European Continent to a port in Ireland or onwards or from an inland place of departure in Ireland to a Dutch port or onwards shall be considered Combined Transport as defined in Clause 1 and as elaborated on in this Clause 9. The part of this Carriage, during which the Goods are carried by sea and/or inland waterways, is subject to the provisions of the Hague Rules notwithstanding that the Goods may be carried on deck and/or that no Bill of Lading or similar document will be issued by the Carrier. In respect of every Carriage undertaken by Norfolkline Containers B.V. it is furthermore expressly agreed that the Carrier will not issue any CT document as mentioned in Article 8:44 of the Dutch Civil Code.

## 10. Carriage of Goods by Road

In the event of international Carriage of Goods by Road the liability of the Carrier (if any) for loss or damage to the Goods shall be determined in accordance with the CMR provisions. In the event of Carriage of Goods by Road exclusively within the Netherlands the liability of the Carrier shall be determined in accordance with the AVC.

## 11. Carriage of Goods by Rail

In the event of Carriage of Goods by Rail the liability of the Carrier (if any) for loss of or damage to the Goods shall be determined in accordance with the CIM provisions.

## 12. Amount of compensation

### 12.1

Compensation shall be calculated by reference to the value of the Goods at the place and time they have been delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the liability of the Carrier for loss or damage to the Goods the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

### 12.2

In the event of Combined Transport, where the stage of Carriage where loss or damage occurred is not known, or is known, but no international convention or national law is applicable by virtue of Clause 9, compensation shall not exceed 666,67 SDRs per package or unit.

### 12.3

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the prior written consent of the Carrier, the value of the Goods declared by the shipper prior to the commencement of the Carriage is stated on the document evidencing the contract of Carriage and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

## 13. Miscellaneous

### 13.1

The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay or wrong delivery. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct and indirect or consequential loss or damage.

### 13.2

If by order of the authorities at any place, a Unit has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or recapping. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repackaging from the Merchant.

### 13.3

The Merchant shall safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier as per these GENERAL TERMS AND CONDITIONS in respect of any loss, damage or delay whatsoever, howsoever arising.

### 13.4

Whenever the Merchant requests the assistance of any of the drivers of the Carrier or the Sub-Contractor and this assistance in all reasonableness does not fall within the scope of the contractual obligations of the Carrier or the Sub-Contractor, then this assistance shall be given at the sole responsibility of the Merchant. The Carrier and/or the Sub-Contractor shall thus not be liable for any damage resulting from such assistance.

### 13.5

The Merchant:

#### 13.5.1

shall be liable for any damage which may be suffered by the Carrier, his Sub-Contractors, his employees, his servants, his agents and/or any other third party caused by the Goods (including hazardous substances and waste) during their loading, handling, custody, stowage, care, Carriage and/or unloading;

#### 13.5.2

shall, without prejudice to the generality of Clause 13.3, safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in respect of any damage caused by the Goods during their loading, handling, custody, stowage, care, Carriage and/or unloading.

For the purpose of this Clause 13.5 "damage" includes loss of life, personal injury, loss of and/or damage to Goods and/or other property, real or personal, loss of and/or damage to the environment, the costs of preventive measures and/or further loss and/or damage caused by preventive measures.

## IV DESCRIPTION OF THE GOODS

## 14. Responsibility of the Carrier

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.

## 15. Responsibility of the shipper

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 fully 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.

## 16. Shipper-packed Units

### 16.1

If a Unit has not been packed by or on behalf of the Carrier the Carrier shall not be liable for loss of or damage to the Goods caused by:

#### 16.1.1

the manner in which the Unit has been packed, loaded and/or stowed, or

#### 16.1.2

the unsuitability of the Goods for Carriage in the Unit supplied, or

#### 16.1.3

the unsuitability or defective condition of the Unit, provided that, if the Unit has been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Unit was packed.

### 16.2

If a shipper-packed Unit is delivered by the Carrier with its original seal intact, as it was affixed during or following loading of the Unit, irrespective of whether the Carrier or the shipper applied the seal to the Unit, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any shortage and/or discrepancy of or to Goods ascertained at delivery.

### 16.3

The Merchant shall fully indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 16.1.3. The Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

## 17. Inspection of Goods

The Carrier or any Person to whom the Carrier has subcontracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Unit or package at any time and to inspect the Goods. The right of the Carrier to rely on Clause 16.2 shall not be prejudiced in any way in case the Carrier is obliged to open the Unit pursuant to an order of the (customs) authorities.

## V FREIGHT, PAYMENT AND LIEN

## 18. Freight and payment

### 18.1

Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

### 18.2

The attention of the Merchant is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight.

### 18.3

Freight is calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Unit or other package or unit in order to identify, weigh, measure or value the contents, and, if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged, shall be payable as liquidated damages to the Carrier.

### 18.4

All Freight shall be paid without any set-off, counter claim, deduction or stay of execution before delivery of the Goods or Persons, failing which the Carrier shall be entitled to withhold delivery until payment in full has been received. The Carrier shall be further entitled to 1% interest or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice per month as from the original date of delivery and to full compensation of all costs and damages incurred by non-payment or late-payment of the Freight including but not limited to legal fees.

### 18.5

The shipper shall undertake and warrant that the Persons and/or entities falling within the definition of Merchant in Clause 1. shall be jointly and severally liable for the payment of Freight and liquidated damages as provided in this Clause.

### 18.6

Any Person engaged by the Merchant to perform forwarding services with respect to the Goods, shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

### 18.7

The Carrier may at all times, even after a Freight has been agreed between parties, revise the agreed Freight with reasonable notice.

### 18.8

Payment shall be made in the currency in which the Freight has been agreed and/or invoiced, unless it has been otherwise agreed. In the latter case any exchange losses suffered by the Carrier shall be for the account of the Merchant.

### 18.9

If the amount due to the Carrier from the Merchant according to any invoice has not been promptly and fully paid to the Carrier by or on behalf of the Merchant within 15 days of the invoice date or, if a different period for payment has been agreed in writing, within that different period, the Merchant shall owe interest on the invoice amount or the unpaid balance thereof, as the case may be, from the invoice date at the rate of 1% per month or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice, in

which part of a month shall be taken as a full month, all the above without any demand, summons or notice of default from the Carrier to the Merchant being required.

#### 18.10

The Merchant shall at no time whatsoever be entitled to any set-off against claims or charges of or made by the Carrier.

#### 18.11

The Merchant shall be deemed to have approved the invoice as correct and to have acknowledged the debt if the invoice has not been protested in writing within 14 days of its date.

#### 18.12

All costs arising from or in connection with the exercise by the Carrier of his rights arising from or in connection to the contract of Carriage or for the rendering of other services that has been concluded with the Merchant, including all costs arising from or in connection with the judicial and/or extra-judicial collection of any invoice amount which has not been paid in time or not been paid in full or arising on any other account, shall be for the account of the Merchant without any demand, summons or notice of default being required; and also the costs of any demand, summons or notice of default not awarded against the unsuccessful party in the event of any court proceeding, all the above with a minimum of NLG 1,000.00 (one thousand Dutch Guilders) per amount to be collected. The amounts entered in the books of the Carrier with respect to the aforesaid costs shall constitute full proof as to the total amount of the aforesaid costs, unless the contrary is proven by the Merchant.

### 19. 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 under these GENERAL TERMS AND CONDITIONS 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 valid notwithstanding that the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant in Clause 1.

## VI MISCELLANEOUS

### 20. General average

#### 20.1

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, 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. All expenses in connection with a general average act to avoid damage to the environment shall always be deemed general average expenses.

#### 20.2

General average shall be adjusted according to the latest version of the York/Antwerp Rules at any port or place in any currency at the option of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery when the Carrier requires this, 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. The Carrier shall be under no obligation to exercise any lien for a general average contribution due to the Merchant.

#### 20.3

Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values etc.

#### 20.4

In the event of any general average credit balance due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

#### 20.5

If a salvage vessel is owned or operated by the Carrier, salvage shall be paid to the same extent as should the salvage vessel or vessels belong to other parties.

### 21. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by Bimco is to be considered incorporated in these GENERAL TERMS AND CONDITIONS.

### 22. Optional stowage and deck cargo

#### 22.1

The Goods may be packed by the Carrier in Units and consolidated with other Goods in Units. The Carrier shall not be liable for damage to or loss of the Goods therein and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier if this is attributable to:

##### 22.1.1

The Goods being unsuitable for Carriage in the Unit actually used;

#### 22.1.2

the unsuitability of or defective condition of the Unit, unless the Unit 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 Unit for conveyance.

#### 22.2

Goods, whether or not packed in Units, may be carried on deck or under deck without notice to the Merchant. All such Goods, whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules and shall be carried subject to these Rules.

#### 22.3

Notwithstanding Clause 22.2 in the case of Carriage of Goods which are stated on the Bill of Lading as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising.

### 23. Dangerous Goods

#### 23.1

No Goods which are or may become dangerous, combustible, inflammable or damaging (including radioactive materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier or Carriage without his express consent in writing, and without the Unit in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or making, or if in the opinion of the Carrier the Goods are liable to become of a dangerous, combustible, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without any compensation to the Merchant and without prejudice to the right to Freight of the Carrier.

#### 23.2

The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations, which may be applicable during the Carriage.

#### 23.3

Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall fully indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

#### 23.4

Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

### 24. Reefer heating machines

#### 24.1

The Carrier does not accept liability for the consequences of malfunctioning of the refrigerating or heating machines attached to or fit in any Unit used for Carriage.

#### 24.2

The Merchant releases and indemnifies the Carrier, his employees and every servant or agent of the Carrier including every Sub-Contractor from and against all claims, losses and expenses whatsoever in respect of any loss, deterioration or damage to the Unit, its refrigeration plant or the Goods which arises from or as a consequence of:

##### 24.2.1

Failure to provide or delay in providing a suitable electricity supply to operate the Unit's refrigeration plant or failure to provide suitable electrical or other equipment to enable the electricity supply of the vessel or train to be connected to the Unit's refrigeration plant, or

##### 24.2.2

refusal to connect the vessel's or train's electricity supply to the Unit's refrigeration plant and the Carrier shall in this respect have an absolute right to refuse to permit such a connection if the Carrier considers that the Unit or its refrigeration plant is unsuitable for connection with the electricity supply of the vessel or train or would be unsafe if so connected.

### 25. Variation of the contract

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of these GENERAL TERMS AND CONDITIONS, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by an officer of the Carrier.