

RULES OF AS TALLINK GROUP FOR THE CARRIAGE OF GOODS

These rules are valid from 1 January 2009.

These rules have been established on the basis of the North Sea Standard Conditions of Carriage (2008), the clauses 17(2) and 21(1) have been amended.

These rules for the carriage of goods (hereinafter: the rules) apply to the contract concluded with the carrier for the entire transport as undertaken by the carrier, regardless of whether a document is submitted for this purpose or not.

I. GENERAL TERMS

1. Definitions

"Carrier" - the party who undertakes to transport or organize the entire transport from the port of receipt or loading of the goods up to the port of unloading or the place of delivery.

"Merchant" - is both the forwarder, the receiver, the consignor, the consignee, the provider of the document certifying the contract of carriage and the owner of goods.

"Article of transport" - any vehicle, container, open pallet, pallet, trailer, transportable tank and any other article used for consolidation of goods, as well as wooden packaging, unless otherwise specified.

"Goods" - include both the article of transport and its contents, unless otherwise stated.

2. Tariffs

The tariffs valid on the date of the carriage have been established in the carrier's freight price list. The copies on the respective tariffs can be requested from the carrier.

3. Limitation period and notice of damage for combined transport

The liability of any carrier will cease if no action has been brought against it within nine months from the delivery of the goods or the date on which the goods should have been delivered. If the carrier has not been notified in writing of the destruction or damage to the goods and their general condition at the place of delivery before the goods are handed over to the person authorized to receive them or at the time of handing over, or if the destruction or damage is not visible at that time, then within six days after handover, the fact of the handover of the goods is considered as the primary evidence that the carrier has delivered the goods in such a condition as stated upon receipt.

4. Law and jurisdiction

The disputes arising under or in relation to the contract of carriage will be resolved at the choice of the plaintiff in such competent court and in accordance with the provisions of these terms and conditions under the laws of that country,

- a) where the defendant's main place of business is located, or in its absence, its main place of residence;
- b) where the contract of carriage was concluded, provided that the defendant has a place of business there, a branch or representative office through which the contract of carriage was concluded;
- c) where the goods were taken in charge by the carrier or where the goods were to be delivered or where they were actually delivered.

Litigation will not be commenced until the parties have clearly expressed their agreement as to the law applicable to the choice of court or arbitral tribunal.

II FULFILMENT OF THE CONTRACT

5. Subcontractors

(1) The carrier has the right to use subcontractors on any terms for the complete or partial organization of carriage, loading, unloading, storage, handling of goods or for the fulfilment of any goods-related obligations undertaken by the carrier.

(2) For the purpose of the contract of carriage and in accordance with the provisions of these rules, the carrier is liable for the acts or omissions committed by the persons used to fulfil the contract.

6. Methods and routes of transportation

- (1) The carrier has the right to organize the transport in any reasonable manner, using any reasonable means, methods and routes.
- (2) In accordance with the above, for instance, in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and assist vessels in all situations.

7. Consolidation of goods, carriage of transport articles on or under the upper deck

- (1) The carrier may consolidate goods into transport articles.
- (2) Both the transport articles consolidated by the carrier and the transport articles received consolidated from the merchant may be carried on or under deck without notice to the merchant.

8. Receipt

If the merchant does not accept the goods within a reasonable time after the carrier has notified it or its representative, but in any case after two months have passed since unloading, the carrier has the right to store the goods on behalf of the merchant, at the latter's risk and expense, and, if it turns out to be necessary, seize the goods in accordance with clause 18 of these rules. Such storage will constitute delivery for the purpose of section III of these rules.

9. Obstacles and other similar circumstances that prevent the fulfilment of the contract

- (1) The carrier will do everything reasonably possible to complete the transport and deliver the goods to the designated place of delivery.
- (2) In the event that any obstacle, risk, delay, difficulty or disadvantage of any kind whatsoever including a strike, prevents or may begin to prevent the performance of the contract of carriage, and if in accordance with subclause 1 above the carrier is not obliged to complete the fulfilment of the contract, the carrier may, regardless of whether the transport has started or not, choose either:
 - a) to consider the fulfilment of the contract of carriage completed and make the goods available to the merchant at any place that the carrier considers safe and convenient, or
 - b) to deliver the goods to the designated place of receipt.
- (3) In any case the carrier has the right to receive full freight for the goods handed over for transportation and additional compensation for extra costs resulting from the above-mentioned circumstances.

III CARRIER'S LIABILITY

10. Basic liability

- (1) The carrier is liable for any destruction or damage to the goods from the time of receipt of the goods to the delivery of the goods.
- (2) The carrier is released from liability for any destruction or damage to the goods if the cause is:
 - a) The merchant's act or negligence;
 - b) Complying with the instructions given by the person entitled to give these instructions;
 - c) The lack or insufficiency or defective condition of packing in the case of goods, which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
 - d) Handling, loading, storage or unloading of goods by or on behalf of the merchant;
 - e) Inherent vice of the goods.
 - f) Deficiency or inadequacy of markings or numerical indicators on the goods.
 - g) Strikes or lock-outs or stoppage or restraints of labour from whatever cause whether partial or general.
 - h) Fire, unless it occurred directly through the carrier's fault or complicity.
 - i) Any cause or event which the carrier could not prevent and the consequences of which it could not avoid by taking appropriate measures.

(3) If the carrier is not liable for the loss or damage of the goods due to any of the circumstances specified in subclause 2, then it is released from liability to the extent that the said circumstances caused the destruction or damage to the goods.

(4) It is the duty of the carrier to prove that the cause of the loss or damage of the goods was one or more of the circumstances specified in subclause 2, if the circumstances specified in subclause 2, paragraphs a, b and i are involved. If the carrier shows that in the case under consideration the cause of the loss or damage of the goods was one or more of the circumstances listed in paragraphs c to h of subclause 2, it is assumed that this was the cause. However, the merchant has the right to prove that the cause of the loss or damage of the goods was not partially or fully caused by one or more of the mentioned circumstances.

11. Compensation amount

(1) If the carrier is obliged to pay compensation for the loss or damage of the goods, the compensation is calculated according to what the value of the goods is or would have been according to the contract of carriage to the merchant at the place and time of delivery.

(2) The value of goods is determined according to the commodity exchange price, in the absence of such a price according to the current market price, and in the absence of both a commodity exchange and a market price, according to the normal value of the commodity compared to goods of the same type and quality.

(3) In case of combined transport, if the moment of the loss or damage of the goods is unknown, or if it is known, but no international agreement or national law applies to it in accordance with clause 13, the amount of compensation does not exceed 2 SDR units per one kilogram of gross weight of the goods lost or damaged. SDR means Special Drawing Right as defined by the International Monetary Fund.

(4) Higher compensation may be claimed only if the value of the goods declared by the consignor exceeds the limit specified in this clause and the extension of the scope of the carrier's liability is stipulated in the document certifying the contract of carriage with the consent of the carrier. In this case the above-mentioned limits are replaced by the declared value.

12. Delay, consequential loss, etc

(1) The times indicated in timetables, departure plans and elsewhere are approximate and not guaranteed. They are not considered part of the contract of carriage and are subject to change without notice.

(2) The carrier agrees to be liable for indirect loss, with the exception of damages resulting from loss or damage to the goods, only if mandatory requirements have been established in this regard. Then a delay in the delivery of the goods will be deemed to be a delay only if it is proved that the goods have not been delivered within a time which is clearly sufficient for this, taking into account all relevant circumstances.

(3) If the carrier is deemed liable for delay or consequential loss, with the exception of damages resulting from loss or damage to the goods, the carrier's liability is limited to the freight charge or the value of the goods determined in accordance with clause 11, whichever amount is lower.

13. Special provisions and paramount clause

(1) Notwithstanding anything provided for in clauses 10-11 of these rules, it is possible to prove where the loss or damage of the goods took place, in relation to the liability of the carrier, the carrier and/or the merchant have the right to demand that this liability be determined on the basis of the provisions found in any international agreement or national legislation, a) which cannot be bypassed in a private contract to the detriment of the claimant, and

b) which would have applied if the merchant had concluded the separate direct contract with the carrier for the stage of transportation during which the loss or damage of the goods occurred and had received a bill of lading or other document as proof of this, which should be issued if such an international agreement or national law applies; under no circumstances shall the carrier's liability cover live animals and/or goods declared for carriage on the upper deck and actually carried on the upper deck.

In so far as no provisions contained in any international agreement or mandatory national law apply to the carriage by sea by virtue of the foregoing provisions of the clause, the liability of the carrier will be determined by the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDRs signed at Brussels on 21 December 1979 from the time the goods are received at the sea terminal in the port of loading to the time the goods are delivered or despatched from the sea terminal in the port of discharge. Furthermore, all such articles of transport on deck, as described in sub-clause (2) of clause 7, will be carried under the same liability as stated above.

14. Reserve clauses and limits of liability of the carrier and its subordinates

(1) The reserve clauses and limits of liability provided for in these rules will apply if a lawsuit has been filed against the carrier in connection with the loss or damage of the goods as a result of the contract or the law.

(2) If, in connection with the loss or damage of the goods, a lawsuit has been filed against the persons under the carrier's authority, its representative or an independent subcontractor, including stevedores or the persons specified in subclause 2 of clause 5, the same reserve clauses and limits of liability that are applied to the carrier in accordance with these rules will apply to such a person, as if these rules were established directly in relation to such persons, and in concluding the contract of carriage, the carrier does so not only on its own behalf, but also as a representative or fiduciary on behalf of those persons who are or may be considered bound by this contract.

(3) The aggregate sums that can be collected from the carrier and persons under the carrier's authority, its representatives or independent subcontractors, including stevedores or the persons specified in subclause 2 of clause 5, will in no case exceed the limits stipulated in these rules.

IV DESCRIPTION OF GOODS

15. Responsibility of the carrier

The document certifying the contract of carriage shall be considered as primary evidence that the carrier has accepted the goods in the details described in this document, which it has been able to verify. The said details can no longer be recognized as false if the document has been passed on to a third party acting in good faith.

16. Responsibility of the freight forwarder

It is assumed that the freight forwarder guarantees the correctness of the description, markings, numerical indicators, quantity and weight of the goods when handing over the goods to the carrier, and it releases the carrier from the liability to compensate for damage, pay compensation or bear costs if these result from the inaccuracy or insufficiency of the said details. The release of the carrier from liability in this case does not in any way reduce its obligations and responsibilities arising from these standard terms and conditions towards other persons, except the freight forwarder.

V. FREIGHT AND RIGHT OF SEIZURE OF GOODS

17. Freight

(1) The freight is deemed to have been earned when the carrier has accepted the goods, it is payable in any case and is not refundable. The prepayable freight and other charges are due at the latest when the carrier has accepted the goods, and the freight and other charges that are due at the destination, if there are such charges, are subject to payment at the latest on the date when the goods have been delivered or should have been delivered. Interest, at the rate of 1.5% per month or at any such mandatory rate as provided by national law, will start to be calculated from the due date of payment of freight and other charges.

(2) The merchant is introduced to the clauses concerning the currency of payment of freight and other charges, the exchange rate, devaluation and other extraordinary circumstances related to freight and other charges in case of the respective tariffs. If there are no such clauses, the following applies:

a) If, between the date of the contract of carriage and the date of payment of freight and other charges, the currency of the carriage and other charges is devalued or its exchange rate is changed in a manner that has the same effect as a devaluation, the freight and other charges will increase immediately, automatically and proportionally to the devaluation of the said currency.

b) If the carrier has agreed to receive payment in a currency other than the above-mentioned currency, when the conditions of the previous paragraph apply, all freight and other charges will be paid based on the exchange rate, which is the exchange rate of the European Central Bank valid on the day of payment. If the day of payment of freight and other charges is not a banking day, the exchange rate of the previous banking day is used as the basis for payment.

(3) In case of an increase in fuel prices, all freight charges may be adjusted starting from the day of the price increase in order to compensate the carrier for additional fuel and lubricant costs arising from the increase in fuel prices.

(4) In order to verify the correctness of the basis for determining the transport prices, the carrier reserves the right to inspect the transport articles in order to determine the quantity, dimensions, value and nature of the goods.

(5) In case the details provided by or on behalf of the freight forwarder turn out to be incorrect, the difference between five times the correct freight and the requested freight or two times the correct freight minus the requested freight, depending on which amount is lower, will be paid to the carrier as estimated loss, regardless of any other of the amount which may have been named as freight payable.

(6) The freight forwarder pays all freights, other charges and demurrage charges that are payable at the destination and that the carrier cannot obtain from the receiver.

18. The right to seize goods

The carrier has the right to seize and sell the goods at public auction or otherwise at its discretion to recover all freight, other charges and any other costs due to it under the contract of carriage, as well as previous unpaid amounts of the same kind and costs and expenses related to the seizure and sale. The right of seizure and responsibility remains regardless of

whether the goods have been delivered to the country, placed in a warehouse or stored in another way. If the income from the sale of the goods is not sufficient to cover the amount to be paid, the carrier has the right to collect the missing amount from any other party that fits into the definition of "merchant".

VI OTHER PROVISIONS

19 General average

(1) In case of general average the value of the endangered assets may be adjusted in accordance with York-Antwerp Rules 1974 and their subsequent amendments at any port or other place designated by the carrier and announced by either the carrier or its subcontractor. In case of general average the value of the assets at risk includes all goods, both those carried on or under deck as well as deck cargo and live animals. The merchant will deliver such cash deposit and/or other security as the carrier considers sufficient to cover the part of the damage borne by the merchant in case of general average before delivery if the carrier requires, or, if the carrier does not require it before, it can demand it within three months after the delivery of the goods, regardless of whether or not the merchant was informed of the carrier's request to seize its goods at the time of delivery of the goods. If the owner or operator of the ship to be saved is the carrier, material values are sacrificed to save the ship from common danger to the same extent as if it were a ship owned by a stranger.

(2) If the carrier delivers the goods to the merchant without requiring the guarantee or other security to cover part of the loss incurred by the merchant in case of general average, the merchant, upon accepting the goods, has a personal obligation to cover such loss to the extent limited to the value of the goods, which includes the cost, insurance and charter fee (C.I.F.), provided that the carrier notifies the merchant of its intention to declare a general average within three months after the delivery of the goods.

(3) At the carrier's request, the merchant undertakes to inform it of the value of the goods, which includes the cost, insurance and charter fee, and the name and address of its guarantor. If the merchant does not provide the security of its guarantee in order to pay the part of the loss incurred by it in case of general average, the merchant provides another security that is acceptable to the carrier.

20 Both-to-Blame Collision C

20. Both-to-Blame Collision Clause and New Jason Clause

The Both-to-Blame Collision Clause and New Jason Clause in the wording adopted by BIMCO are considered part of these rules.

21. Dangerous goods

(1) Dangerous goods or the goods that pollute or damage the marine environment may not be transported, unless the following documents have been submitted in writing to the carrier or its representative and the prior permission for transport has been obtained: declaration of dangerous goods, regulations for transportation in emergency situations, if necessary, containers/trailers/ vehicle packing certificate that complies with the International Maritime Dangerous Goods Code (IMDG Code) with its appendices "Emergency procedures for ships carrying dangerous goods" (EmS) and " Medical first aid guide for use in accidents involving dangerous goods (MFAG) and/or that comply with national legislation in force at the time of carriage.

All articles of transport and packaging containing dangerous goods or the goods that pollute or damage the marine environment should be labelled in accordance with the International Maritime Dangerous Goods Code, with a clearly distinguishable label or marking placed on the outside of the article or package in accordance with the established rules or regulations.

If the EmS number or MFAG table number is not available in the general index of the IMDG Code, or if it refers to MFAG subclauses 4.2, 4.3 or 7.3, the freight forwarder will add written English emergency transport regulations that meet the applicable national legislation and the requirements of the carrier to the dangerous goods declaration.

The merchant should confirm either in the transport documents or in the form of a separate declaration that the goods given for transport by it have been properly packed, labelled and marked and are in proper condition for transport.

(2) If combined transport is used, either the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) of the Agreement for International Carriage by Rail (CIM) or separate agreements concluded between the contracting parties in connection with such transport will be applied for each respective stage of the journey.

(3) Dangerous goods should be removed from the port of unloading as soon as possible, unless a special permit has been obtained for their storage in the port.

(4) The carrier may unload, destroy or render dangerous goods harmless, if it has not been declared to it that these are dangerous goods or if the dangerous goods have been incorrectly declared, or if the transportation of dangerous goods in an observed manner endangers the vessel, other goods or the environment. This is done at the merchant's risk and expense, unless the general average has been declared.

(5) The merchant will be liable for any damage compensation and covering of expenses, if these result from the above requirements not being met.

22. Consolidation of goods by the freight forwarder. Refrigeration and heating equipment

(1) If the carrier has not consolidated the goods in the transport article and has not prepared the goods for transport, the carrier is not responsible for the loss or damage of the goods located in the transport article or the transport article itself, without prejudice to the rights granted to it in clauses 10 and 13, and the merchant will indemnify the carrier for any loss, damage or expenses incurred by the carrier that are attributable to:

a) overloading, improper consolidating, covering or locking the transport article;

b) unsuitability of the goods for transport in the transport article actually used;

c) unsuitability and/or defective condition of the article of transport, unless the article of transport has been supplied by the carrier and its unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the carrier accepted the article of transport for carriage.

(2) The carrier does not assume liability for the failure of the refrigeration or heating equipment installed in the transport article.

23. Lifting heavy loads

All costs related to the equipment required for the procurement, loading and unloading of the goods, which are not permanently installed on the quay or ship, will be covered by the merchant. Notwithstanding the provisions of clause 13(2), the carrier's liability in relation to the lifting of heavy loads will be limited to the period from loading of the goods to unloading.

VII SPECIAL AND LOCAL CLAUSES

24. Carriage of vehicles with driver

The carriage of vehicles with driver is carried out on the basis and according to the procedure specified in the Standard Shipping Terms 2008 (published by ICC Finland) "Ship term: Loading on board vessel" and " Ship term: Discharge". The copies of the aforementioned terms and conditions can be obtained from the carrier or the ICC Finland branch. (See also extract in Appendix 1 to these Standard Shipping Terms).

25. Carriage of trailers

The carriage of trailers is carried out on the basis and according to the procedure stated in the Standard Shipping Terms 2008 (published by ICC Finland) "Trailer term". The copies of the aforementioned terms and conditions can be obtained from the carrier or the ICC Finland branch. (See also extract in Appendix 1 to these Standard Shipping Terms).

26. Deck cargo not covered by clause 7.2

Any goods can be stored both on or under deck without notifying the merchant. The goods subject to carriage on deck in accordance with the document certifying the contract of carriage and which are actually carried on deck are delivered without liability on the part of the carrier for loss or damage to the goods, regardless of whether the cause is bad weather conditions, negligence or any other reason.

27. Inspection of transport articles

The carrier has the right, but not the obligation, at any time to open the transport articles prepared and consolidated for delivery by the merchant in order to inspect these and their contents in accordance with clauses 21 and 22 (1) a-c, and if any of the aforementioned transport articles is opened and/or is inspected by the customs or other competent government authority, then the costs related to its opening and/or inspection will be covered by the merchant and the carrier will not be liable for the loss, damage, related delays or costs of the merchant's goods as a result, and the merchant will release the carrier from liability for the consequences of such openings and/or inspections.

The merchant is obliged to correct at its risk and expense any inadequacy or defect found, failing which the carrier is entitled to consider the transport as terminated and make the goods available to the merchant in any place. In such case the carrier is entitled to full freight and indemnification as described above in this clause.

28. Carriage of goods governed by the maritime code of another country

(1) In so far as the Danish, Finnish, Norwegian, Swedish, Estonian or Latvian merchant shipping codes (hereinafter KMS) are applicable to the carriage of goods by sea, then such carriage by sea is subject to the international convention signed in Brussels on 25 August 1924 as amended by the protocol signed on 23 February 1968 (the Hague/Visby Rules) and the protocol in relation to SDRs signed in Brussels on 21 December 1979, which was signed in Brussels on 21 December 1979. If the terms of these rules or the terms of the contract of carriage differ from the Hague/Visby Rules or the mandatory provisions of KMS to the detriment of the consignor, consignee or freight forwarder who is a merchant, these different terms will not apply to the extent that these directly or indirectly differ from the Hague/Visby Rules or the corresponding provisions of KMS.

(2) With respect to live animals and deck cargo stated to be carried on deck in the document certifying the contract of carriage and actually carried on deck, in so far as the provisions of the Danish, Finnish, Norwegian, Swedish, Estonian or Latvian shipping codes are applicable to the carriage by sea, the carrier is not liable for loss, damage or delay in delivery resulting from any special risk inherent in that kind of carriage.

29. Primacy

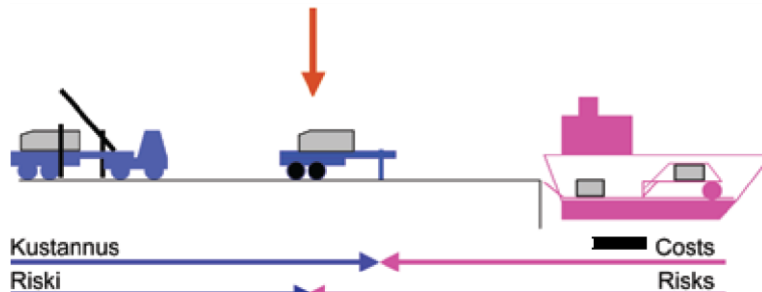
If these rules differ from the mandatory provisions of any international agreement or national law applicable to the dispute, the mandatory provisions of the said international agreement or national law will prevail, but only to the extent of differences in terms and not otherwise.

In Tallinn, 16 December 2008.

APPENDIX 1
to the rules of AS Tallink Grupp
for the carriage of goods

Trailer term: loading

These standard terms and conditions are suitable for application when the consignor hands over a trailer or another equivalent wheeled large-scale transport unit to the carrier at the place designated by it at the port of loading.



1 Delivering the trailer to the carrier

The consignor delivers the trailer or any other equivalent wheeled large transport unit to the place designated by the carrier at the port of loading for the agreed time. The consignor hands over the trailer or other equivalent wheeled large-scale transport unit to the carrier if it has been delivered to the place specified by the carrier at the port of loading and detached from the coupled truck.

2 Taking delivery of the trailer from the consignor

The carrier will take over the trailer or other equivalent wheeled large transport unit from the consignor if it is at the port of loading at the agreed time. The carrier has received the trailer or other equivalent wheeled large-scale transport unit when it has been delivered to the place designated by the carrier at the port of loading and detached from the coupled truck.

3 Division of costs

The consignor shall bear all costs related to the delivery of the trailer or other equivalent large-scale wheeled transport unit in accordance with clause 1 and also for the downtime required by the carrier to connect the trailer or other equivalent large-scale wheeled transport unit for delivery to the vessel. If the consignor is unable to deliver the trailer in accordance with clause 1 or if it is unable to fulfil its obligations as set out in clause 7, the consignor is responsible for all direct costs incurred by the carrier.

4 Division of costs

The carrier shall bear all costs associated with receiving and transporting the trailer or other equivalent large-scale wheeled transport unit to the vessel once it has received it. If the carrier is unable to receive the trailer or any other equivalent large-scale wheeled transport unit in accordance with clause 2, or if it is unable to fulfil its obligations set out in clause 8, then the carrier is responsible for all direct costs incurred by the consignor.

5 Division of liability

The consignor is responsible for the loss and damage of the trailer or any other equivalent wheeled large transport unit until the moment when it hands it over to the carrier in accordance with clause 1.

6 Division of liability

The carrier will be liable for loss of or damage to the trailer or other equivalent large-scale wheeled transport unit or for damage to the goods inside it after it has received it in accordance with clause 2, assuming that the goods have been loaded, secured in the trailer or other large-scale wheeled transport unit and protected in accordance with clause 7. If the carrier is unable to accept and deliver the trailer or other equivalent large-scale wheeled transport unit in accordance with clause 2, it will be liable for loss or damage to the goods or trailer.

7 Other obligations

The consignor should load, fix and secure the goods in a trailer or other equivalent large wheeled transport unit so that it can be handled in a normal manner.

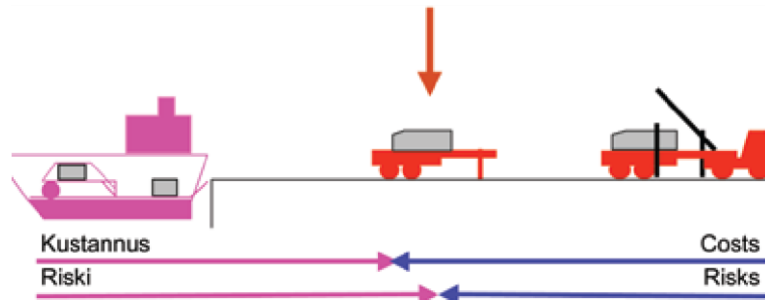
The consignor should provide the carrier with sufficient information about the cargo and its delivery in a timely manner.

8 Other obligations

The carrier should inform the consignor in a timely manner of when the trailer or another equivalent wheeled large-scale transport unit should be delivered to the carrier. The carrier may inspect the trailer or any other equivalent wheeled large transport unit at the port at its own expense.

Trailer term: discharge

These standard terms are suitable for all types of cargo handling methods, when the carrier hands over a trailer or other equivalent wheeled large transport unit to the consignee at the port of destination.



1 Delivering the trailer to the consignee

The carrier delivers the trailer or another equivalent large-scale transport unit for the agreed time at the port of destination to the place specified by the carrier. The carrier hands over the trailer or another equivalent wheeled large-scale transport unit to the consignee at the port of destination when the consignee has attached the trailer to its means of transport at the place specified by the carrier.

2 Taking delivery of the trailer from the carrier

The consignee takes over the trailer or other equivalent wheeled large-scale transport unit from the carrier at the specified time at the port of destination. The consignee has received the trailer or any other equivalent wheeled large-scale transport unit when it has connected it to its means of transport at the place designated by the carrier at the port of loading.

3 Division of costs

The carrier will bear all costs related to the delivery of the trailer or other equivalent wheeled large-scale transport unit in accordance with clause 1. If the carrier is unable to deliver the trailer or other equivalent wheeled large-scale transport unit at the port of destination within the specified time in accordance with clause 1, or if it is unable to fulfil its obligations, which is stated in clause 7, the carrier is responsible for all direct expenses incurred by the consignee.

4 Division of costs

The consignee will bear all costs related to downtime at the place designated by the carrier and all costs related to the handling and transportation of the trailer or any other equivalent wheeled large-scale transport unit after receiving it in accordance with point 2. If the consignee is unable to receive the trailer or any other equivalent wheeled large-scale transport unit at the port of destination in accordance with clause 2, or if it is unable to fulfil its obligations, which are specified in clause 8, it is responsible for all direct expenses incurred by the carrier.

5 Division of liability

The carrier is liable for the loss and damage to the trailer or any other equivalent wheeled large-scale transport unit and the goods inside it until the moment when it hands it over to the consignee in accordance with clause 1.

6 Division of liability

The consignee is liable for the loss or damage to the trailer or other equivalent wheeled large-scale transport unit after receiving it in accordance with clause 2. If the consignee is unable to receive the trailer or other equivalent wheeled large-scale transport unit or the goods inside it, the consignee is liable for any loss or damage to the goods or trailer.

7 Other obligations

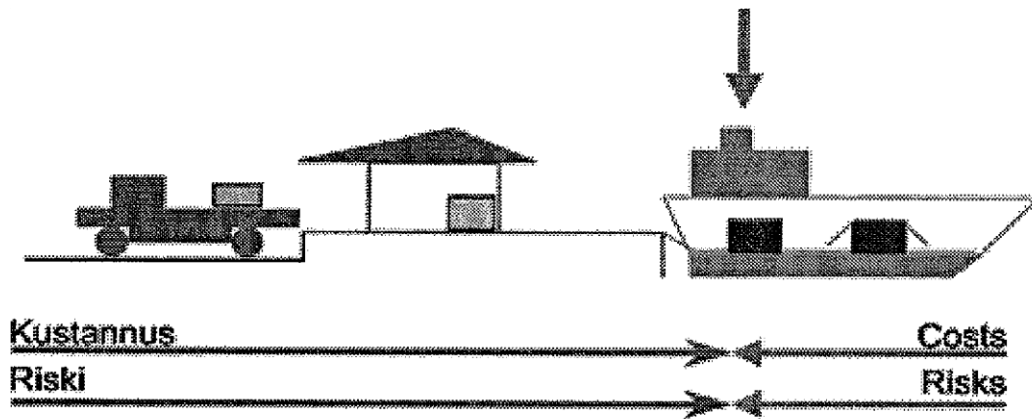
The carrier should provide the consignee with the information necessary to accept the trailer or any other equivalent wheeled large-scale transport unit in a timely manner. This information should be forwarded to the person named by the consignor. If the carrier is unable to provide the necessary information to the named person, it may pass it on to the owner of the cargo or, if it does not know who the owner is, to the consignor. The carrier should inform the person mentioned in this section of the location of the trailer and inform it when it can take the trailer away with its means of transport. The carrier may, at its own expense, inspect the trailer or any other equivalent wheeled large-scale transport unit in the port area.

8 Other obligations

The consignee should promptly ask the carrier for information about the delivery of a trailer or another equivalent wheeled large-scale transport unit in accordance with clause 7. The consignee should inform about special requirements regarding the method and procedure of trailer delivery. The consignee bears all additional costs related to the fulfilment of the mentioned requirements.

Shipping terms: loading

These terms can be applied to all cargo handling methods if the consignor delivers the goods to the carrier's ship at the port of loading.



1. Delivering the goods to the carrier

The consignor delivers the goods to the agreed port on board the ship at the agreed time.

The consignor hands over the goods when the goods have been delivered on board the ship at the place and in the manner agreed by the carrier and the consignor.

The consignor can deliver the goods

- on board the ship
- as secured and packed on board the ship in accordance with the contract concluded between the consignor and the carrier.

2. Taking delivery of the goods from the consignor

The carrier takes the goods on board the ship at the agreed port at the agreed time.

The carrier receives the goods when the consignor delivers the goods on board the ship at a place or in a manner agreed between the consignor and the carrier.

3. Division of costs

The consignor will bear all costs related to the delivery of the goods in accordance with clause 1. If the consignor does not deliver the goods as stipulated in clause 1 or is unable to fulfil the obligations stipulated in clause 7, then it is liable for all resulting direct costs incurred by the carrier.

4. Division of costs

The carrier will bear all expenses incurred when it has received all goods in accordance with clause 2. If the carrier is unable to receive the consignment as set out in clause 2 or if it is unable to fulfil its obligations as set out in clause 8, it is liable for all direct costs incurred by the consignor as a result.

5. Division of liability

The consignor is liable for the loss or damage of the goods until the moment when it hands these over in accordance with clause 1.

6. Division of liability

The carrier is liable for the loss or damage to the goods after it has received the goods in accordance with clause 2. If the carrier fails to receive the consignment in accordance with clause 2, it will be liable for the loss or damage to the goods.

7. Other obligations

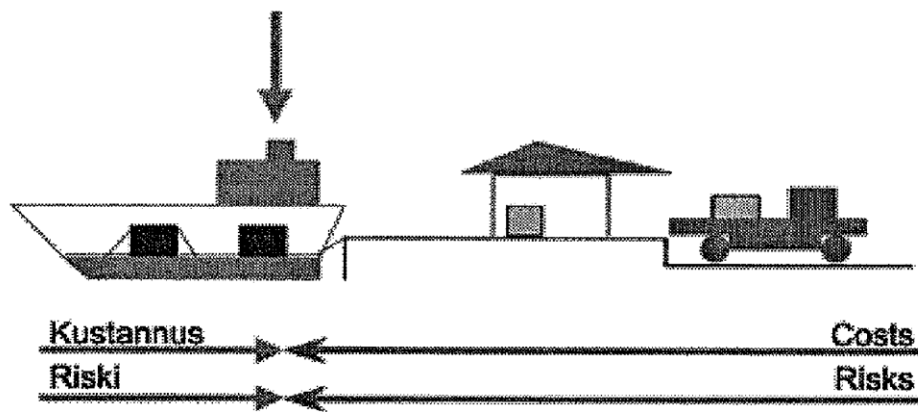
The consignor should provide the carrier with sufficient information about the goods and their delivery in time before handing over the goods. The goods should be suitably packed and marked so that these can be handled in a normal way and be identifiable as contract goods.

8. Other obligations

The carrier should inform the consignor with sufficient time when the goods should be on board the ship. The carrier should give instructions to the consignor on how to secure, pack and sort the cargo, in case these actions should be performed by the consignor. The carrier should prepare the place of loading for loading the goods onto the ship in the usual way and according to the information provided by the consignor.

Shipping terms: discharge

These terms and conditions can be applied to all cargo handling methods when the carrier hands over the goods to the consignee at the port of destination by unloading the goods from the ship.



1. Delivering the goods to the consignee

The carrier delivers the goods at the agreed time to the agreed destination port at the agreed place where it would be possible to unload the goods. The carrier hands over the goods to the consignee when the goods have been delivered to the destination port and are ready for unloading.

2. Taking delivery of the goods from the carrier

The consignee receives the goods at the agreed port of destination and at the agreed time so that the goods can be unloaded. The consignee takes over the goods at the destination port when the goods are ready for unloading from the ship for the consignee.

3. Division of costs

The carrier will bear all freight costs in accordance with clause 1. If the carrier does not deliver the goods as stipulated in clause 1 or is unable to fulfil the obligations stipulated in clause 7, then it is liable for all resulting direct costs incurred by the consignee as a result.

4. Division of costs

The consignee will bear all costs incurred when it has received the goods in accordance with clause 2. These costs include unhooking the goods, moving the goods on board the vessel, removing all fastening means not owned by the carrier and other similar unloading costs.

If the consignee is unable to receive the goods as stipulated in clause 2 or if it should not be able to fulfil its own obligations as stipulated in clause 8, it is liable for all direct costs incurred by the carrier as a result.

5. Division of liability

The carrier is liable for any loss or damage to the goods until the goods are handed over in accordance with point 1.

6. Division of liability

The consignee is liable for any loss or damage to the goods after it has received the goods in accordance with clause 2.

If the consignee fails to accept the goods in accordance with clause 2, or if it fails to fulfil the obligations set out in clause 8, it will be liable for the loss or damage to the goods.

7. Other obligations

The carrier should provide the consignee with information about the arrival of the goods in a timely manner, which is necessary for timely unloading of the goods. This information should be forwarded to the person named by the consignor. If the carrier fails to provide the relevant information to the named person, it may pass it on to the owner of the cargo, or if the owner of the cargo is not known to it, it may inform the consignor.

The carrier should convey the location of the correct berth to the person referred to in this clause and notify when it is possible to unload the cargo from the ship.

8. Other obligations

The consignee should ask the carrier for information about the place and time of unloading in a timely manner. The consignee should unload the goods immediately, without causing any loss of time to the ship.