

## **T&C CARGO TERMS AND CONDITIONS (Hereinafter T&C)**

### **1. The Subject matter of the T&C**

- 1.1. The Carrier shall arrange the carriage of the Client's articles of transport (hereinafter called "Carriage of Cargo") at the prices granted by the Carrier to the Client according to the Cargo Pricing Agreement.
- 1.2. Carriage of Cargo shall be performed with the vessels operated by the Carrier.

### **2. Transport Documents and Conditions of Carriage**

- 2.1. The Parties' responsibilities, liabilities and rights concerning the individual transport assignments are stipulated by the customary transport document of the Carrier in question as well as by the Carrier's Standard Conditions of Carriage in the form they were valid when concluding the relevant Cargo Pricing Agreement for carriage and are published on the website of the Carrier at [www.tallink.com](http://www.tallink.com).
- 2.2. Loading and discharge shall be conducted in accordance with "Standard Shipping Terms 2008/ICC" (Trailer Term, Loading/Discharge).

### **3. Freight**

- 3.1. The Parties have agreed on freights as per Cargo Pricing Agreement. The Carrier is entitled to increase the freights due to changes in rates of exchange, bunker prices, legislations, taxes, inflation or other relevant aspects.

### **4. Settlement procedure**

- 4.1. The Carrier shall issue an invoice to the Client in accordance with the payment terms stipulated in the Cargo pricing Agreement. The Client shall make payment to the Carrier in accordance with the payment terms stipulated in the Cargo Pricing Agreement, except as prescribed in clause 5.1. of the T&C.
- 4.2. If payment is not made on time, the Carrier is entitled to charge default interest at the rate of 9 percent per annum.
- 4.3. Upon completion of the planned volumes set forth in the Cargo Pricing Agreement and provided that there is a prepayment by Client, who has duly paid all the invoices issued by the Carrier, the Carrier shall issue a credit invoice for the repayment. The Client shall have the right, upon Carrier's approval, to use the credited sum as a prepayment for the future carriage operations.

### **5. Payment default and liability**

- 5.1. Upon a breach of clause 4. of this T&C by the Client, the Carrier shall have the right:
  - 5.1.1. to demand prepayment for any Carriage of Cargo by bank card or by presentation of a prepaid invoice given that the sum has been credited to the bank account of the Carrier; and/ or
  - 5.1.2. to terminate granting to the Client the prices referred to in the Cargo Pricing Agreement and/or

5.1.3. to refuse arranging the carriage for the Client and /or refuse the Carriage of the Client's Cargo; and/or

5.1.4. to terminate Cargo Pricing Agreement with immediate notice.

5.2. The Carrier shall have a lien on all goods in his possession until all amounts due are paid. Such lien shall be governed by clause 18 in the Carrier's Standard Conditions of Carriage.

5.3. In case of loss or damage of the Cargo onboard the vessel, the Carrier shall be liable pursuant to the terms and conditions of the law and jurisdiction applicable under the Carrier's Standard Conditions of Carriage.

## **6. Changes to the Cargo Price Agreement**

6.1. The Carrier is entitled to unilaterally amend the Cargo Pricing Agreement by delivering the new Cargo Pricing Agreement to the Client well in advance before the date of entering into force. The Client is entitled to terminate the Cargo Pricing Agreement if he disagrees with the new Cargo Pricing Agreement. The Client is deemed to have accepted the new Cargo Pricing Agreement unless he has notified of the termination of the Cargo Pricing Agreement within 5 days from receipt of the new Cargo Pricing Agreement

## **7. Settlement of disputes**

7.1. The Parties shall solve the disputes arising from Cargo Pricing Agreement and this T&C. by negotiations.

7.2. If the agreement is not reached, the dispute shall be solved upon the choice of the plaintiff in:

7.2.1. a court which is located in the area of main economic activities of the defendant;

7.2.2. a court which is located in the area where this T&C was concluded provided that the defendant has economic activities there.

7.3. Disputes referred to in clause 5.3 of this T&C which are directly related to the Carriage of Cargo on the vessel (loss or damage of the Cargo, etc.) shall be settled pursuant to the terms and conditions in the Carrier's Standard Conditions of Carriage and applicable law and jurisdiction.

## **8. Applicable law**

8.1. This T&C shall be subject to Estonian law and jurisdiction.

## **9. Validity of the T&C**

9.1. This T&C shall be valid from signing the Cargo Pricing Agreement by the Parties until the termination thereof.

9.2. The Parties shall have the right to terminate Cargo Pricing Agreement giving a two-week prior written notice to the other party.

9.3. Both parties shall have the right to extraordinarily terminate Cargo Pricing Agreement with immediate notice, if:

- 9.3.1. Bankruptcy is declared in respect of a party to Cargo Pricing Agreement;
  - 9.3.1. a party to to Cargo Pricing Agreement; has breached the confidentiality requirement provided for in Cargo Pricing Agreement
  - 9.3.2. the Client fails to fulfill the obligation stipulated in clause 4.1. of this T&C and the Carrier uses the right stipulated in clause.5.1.4. of this T&C
  - 9.3.3. The Client disagrees with the new Price Enclosure sent to it as per clause 6.1 here above.
- 9.4. The termination of Cargo Pricing Agreement shall not excuse the Client from the fulfilment of his obligations of paying the invoices issued by the Carrier.

**10. Final provisions**

- 10.1. The Parties undertake not to disclose to a third party the contents of Cargo Pricing Agreement, other business secrets or other confidential information, which a party has become aware of either through this T&C or otherwise. This undertaking covers all employees and servants of each party. This undertaking continues after termination of Cargo Pricing Agreement.