

# FJORD LINE ´S GENERAL TERMS AND CONDITIONS OF CARRIAGE

## 1. **Booking and arriving at the terminals**

### 1.1 **BOOKING:**

Cargo (i.e. vehicles/trailers and general cargo) can be booked through Fjord Line ´s offices. Cargo information, i.e. length, width, height and weight, need to be exact. Special requirements such as power supply etc. must be ordered when booking. Our prices apply for one driver. Up to three additional drivers may be booked – see price schedule for details. Bookings for more than three drivers per vehicle must be booked via the passenger booking office. Special vehicles on belts/tracks will only be accepted for shipment when transported on a trailer.

### 1.2 **Refrigerated Cargo:**

If the transport unit needs an electric plug in, it has to be advised at time of booking. The transporter is responsible for bringing the necessary cables. Plugging and unplugging is done by vessel crew. The adjustment of the cooling temperature, as well as the testing of the functionality of the reefer unit, is the driver/shippers responsibility. If the unit requires plug in options that Fjord Line can not provide, we reserve the right to not offer electric plug in options. Only refrigerated Cargo with electrically driven units may be carried. We reserve the right to reject units that do not have the opportunity to connect to the vessel ´s power supply.

### 1.3 **ARRIVING AT THE TERMINAL:**

Fjord Line places a high priority on safety. The following time limits therefore apply:

<b>TYPE OF CARGO</b>	<b>ALL ROUTES</b>
Accompanied vehicles	One hour prior to departure
Unaccompanied trailers	Two hours prior to departure
General cargo and unaccompanied vehicles	Four hours prior to departure

### 1.4 **RESERVED BOOKING:**

Customers using Fjord Line on a regular basis may reserve bookings on certain sailings. Reserved bookings must be confirmed in order to be valid. The deadline for confirming reserved bookings is twelve hours before scheduled departure. Reserved bookings which are not confirmed in time will not remain valid.

### 1.5 **NO-SHOW/DEAD FREIGHT:**

Cancelations of bookings less than four hours prior to departure or late arrival cf. clause 1.2 without agreement with Fjord Line will result in a dead freight charge of full freight charge, less applicable loading and handling charges.

### 1.6 **UNACCOMPANIED VEHICLES:**

Fjord Line reserves the right to move trailers that are not picked up immediately after unloading in the port, to a specified place at the disposal of the customer, and at the customers own expense and risk, ref. Maritime Act § 274, subsection, nr 2.

Fjord Line reserves the right to charge rent according to the at any time valid rates at each harbor, if unaccompanied vehicles and other goods are parked at our terminals for more than 48 hours after unloading, or before loading.

Cargo placed on Fjord Line's areas is at the customer's (i.e. the shipper, receiver, owner, consignor, consignee or any other person with a legitimate interest in the cargo) sole risk and expense until the cargo is moved on board the ferry. The customer is encouraged to secure the cargo since Fjord Line's areas are not under surveillance or secured in any special way. If the customer does not collect the cargo immediately after Fjord Line has brought it to shore from the ferry, Fjord Line is at liberty to store the cargo on behalf of the customer at the customer's sole risk and expense.

### 1.7 Delivery of goods

If goods are to be transported to Fjord Line terminal, the goods shall, unless otherwise specified in a delivery clause or elsewhere in the contract, be considered to delivered at Fjord Line terminal when the goods have been handed over to Fjord Line, or when the goods have been unloaded Fjord Line premises at the place specified. Fjord Line reserves the right to invoice costs for unloading, if assistance for unloading is provided by Fjord Line or 3<sup>rd</sup> party

## 2. Rates and terms of payment

Reference is made to Fjord Line's price lists (available on [www.fjordline.com](http://www.fjordline.com)). All prices, charges, fees or costs may be changed by Fjord Line without prior notice.

Terms of payment: 14 days. Terms of credit will be suspended in cases of non-fulfilment.

Regardless of any counterclaim, customers are not entitled to set-off any amounts against any outstanding debts they may have with Fjord Line, also not for previous transports.

Fjord Line reserves right to change freight rates, departure times, terms and conditions.

Further reference is made to the terms and conditions of North Sea Freight Conditions of Carriage 2011 and NSOCC Green Card 2011.

## 3. Securing of cargo

Vehicles and cargo at sea may be exposed to considerable movements and heavy stress. The following safeguards therefore apply:

- Comply with regulations for safety at sea
- Prevent injury/damage to the ship, the crew, vehicle and cargo

Fjord Line complies with all international regulations for securing vehicles and cargo at sea and places importance on preventing all types of damage. We are therefore dependent on good cooperation with freight forwarders, carriers and drivers.

### 3.1 RESPONSIBILITY:

- Carriers/drivers shall be responsible for the quantity and quality of lashing points
- Carriers/drivers shall be responsible for ensuring that cargo inside vehicles is adequately secured
- Carriers/drivers shall be responsible for securing vehicles/cargo to the vessel

### 3.2 REQUIREMENTS FOR LASHING POINTS:

- Unaccompanied trailers: Four lashing points on each side (eight points in total)
- Tractors and trailers: One lashing point in front of tractors and four on each side (nine points in total)
- Semi-trailers: One lashing point in front, two lashing points on each side and three lashing points on each side of the trailer. Lashing points must comply with strength and quality requirements stipulated in the standard regulations (ISO 9367-1)
- Approved labels must be attached to the vehicles showing where the lashing points are located

### 3.3 CARGO WEIGHT:

- The approved total capacity of a vehicle or trailer must not be exceeded.

### 3.4 LASHING INSPECTIONS:

- Random inspections of the cargo lashing may be conducted. If Fjord Line finds securing to be inadequate, the customer will be contacted. Additional securing can be arranged at the terminals at the customer's expense.

The Captain or loading officer is always entitled to decide whether to accept or reject cargo.

Further reference is made to the terms and conditions of North Sea Freight Conditions of Carriage 2011 and NSOCC Green Card 2011.

## 4. Custom Clearance

With respect to custom clearance services, Fjord Line shall in all cases act as agent for the customer (and not as principal) and the customer shall indemnify Fjord Line for any customs charges ect. which Fjord Line may be liable for towards the authorities acting in this capacity. Moreover, Fjord Line's liability towards the customer is in respect of custom clearance services limited to SDR 50,000 and the customer shall indemnify Fjord Line for any claims from the authorities for customs charges etc. exceeding SDR 50,000 resulting from Fjord Line's negligence.

## 5. International Maritime Dangerous Goods – IMDG

Due to restrictions on combinations of various types of dangerous good, it is essential that Fjord Line is notified as soon as possible in order to make stowage plans that comply with IMDG regulations.

Fjord Line demands a Dangerous Goods Declaration on all types of dangerous goods, including goods categorized as Special Provisions. A Dangerous Goods Declaration must be presented to the cargo office or our agent within the following time limits:

DAY OF DEPARTURE	PORTS OF: Stavanger, Bergen, Hirtshals, Langesund, Sandefjord and Strømstad
Monday through Friday	Four hours before departure, but not later than 4.00 pm
Saturday and Sunday	Not later than Friday at 4.00 pm

In compliance with IMDG regulations, dangerous goods that are declared will be assessed with already accepted goods before being accepted. Dangerous good must be marked with approved labels. Dangerous goods declared after the given time limits will be charged double the IMDG fee if accepted for transport.

The original Dangerous Good Declaration and container packing certificate must be signed by the shipper and must accompany the shipment.

With reference to clause 1.2, Fjord Line reserves the right to refuse dangerous goods if labelling, original documents, etc. are not presented at the time of departure. Fjord Line may accept IMDG Class 7 substances (radioactive material) subject that such goods is presented to the cargo office latest nine hours prior to scheduled departure.

Further reference is made to the terms and conditions of North Sea Freight Conditions of Carriage 2011 and NSOCC Green Card 2011.

## 6. General

Sea transport and any carriage of cargo by Fjord Line on behalf of the customer is subject to the following terms and conditions, which are available on Fjord Line´s website, [www.fjordline.com](http://www.fjordline.com), and which shall be deemed to be incorporated as a part of these General Terms and Conditions of Carriage:

- a) North Sea Freight Conditions of Carriage 2011, and
- b) NSOCC Green Card 2011

In the event of any conflict the General Terms and Conditions will prevail over the North Sea Freight Conditions of Carriage 2011 and the NSOCC Green Card 2011, and the North Sea Freight Conditions of Carriage 2011 will prevail over the NSOCC Green Card 2011.

Any freight forwarding or custom clearance services performed by Fjord Line on behalf of the customer will further be subject to NSAB 2015 (General Conditions of the Nordic Association of Freight Forwarders), which are available on Fjord Line´s website, [www.fjordline.com](http://www.fjordline.com), and which shall be deemed to be incorporated into these General Terms and Conditions of Carriage.