



CARRIAGE BY SEA & TERMINAL-RELATED SERVICES

GENERAL TERMS AND CONDITIONS

Applicable as of 1 May 2022

These Terms and Conditions apply to the Contract between us (as the Carrier) and you (as the Customer). At all times, the standard of duty of the Carrier is to use reasonable endeavours and not to guarantee a specific result. All provisions are important and relevant; however, your attention is drawn to certain clauses which:

- Apply to Contracts for **Carriage of Goods** and to Contracts for **Terminal-Related Services**;
- Stipulate minimum/maximum cut-off times and maximum dwell-times;
- Place specific duties and liabilities solely upon the Customer, particularly (but without limitation) regarding submission of correct, complete and timely information, especially in the context of Customs Procedures/Customs Documents and formalities applicable to cross-border traffic of Goods (such as from/to non-EU countries);
- Bind the Customer to indemnify the Carrier in certain circumstances;
- Exclude, limit or differentiate the Carrier's liability;
- Entitle the Carrier to suspend or terminate the Services

The Customer is advised to take out its own cargo and liability insurance.

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1. Definitions and General Provisions

1.1. Definitions

In these general carriage terms and conditions (“**Terms and Conditions**”) the following capitalised words and phrases shall have the meaning set out below:

- (a) “**Carrier**” means either **CLdN RoRo SA** (RCS Luxembourg B103.758) or **CLdN RoRo Agencies Ltd** (United Kingdom company number 01651777) whichever enters into a Contract with the Customer, all of which are members of the CLdN Group. Carrier includes, unless the context otherwise requires, its successors, assigns, sub-contractors, agents and employees.
- (b) “**Carriage of Goods**” means the handover of Goods to the Carrier ready for carriage (subject to the cut-off times in clause 5.3(a)), the loading, stowing, lashing/unlashing, transportation by sea from a port of loading to a port discharge, discharge and delivery of the Goods (subject to the dwell times in clause 5.3(b)) performed by the Carrier – after and/or before any Terminal-Related Services (as the case may be) – in accordance with the terms of the Contract.
- (c) “**CLdN Group**” means CLdN Links SA (RCS Luxembourg B73465) and its subsidiaries as understood by the ‘*Loi du Grand-Duché de Luxembourg du 17 décembre 2010 concernant les organismes de placement collectif*’. The list of subsidiaries can be consulted in the consolidated accounts of CLdN Links SA at Centre administrative Pierre Werner, 13, rue Erasme, L-1468 Luxembourg or at www.rcsl.lu or at www.legilux.lu.
- (d) “**Consignee**” includes the person named as such in the Waybill and/or the person to whom delivery of the Goods is to be made.
- (e) “**Contract**” means any agreement between the Carrier and the Customer for the performance of Services in respect of the Goods, as manifested by the Customer’s acceptance of offers and/or quotes (whether by express agreement or by any single request/booking for Services, whichever occurs first) as issued by the Carrier, which Contract is considered to incorporate these Terms and Conditions (as may be updated periodically) in their totality.
- (f) “**Customer**” shall include the Shipper, Owner, consignor, Consignee, haulier and their agents, subcontractors or any other person or entity and their agents, having an interest in the Goods in respect of which Services are carried out or provided by the Carrier.
- (g) “**Dangerous Goods**” means any hazardous, noxious, dangerous, radioactive or polluting goods, and those materials and substances, their fumes, residues or vapours, designated as “dangerous” by the rules of the International Maritime Organisation (IMO) and by any applicable legislation and regulations in force. This does not include petrol, diesel oil or other fuel present in reasonable quantities in the fuel tanks of Units and/or Vehicles, provided that the requirements of the International Maritime Dangerous Goods Code (IMDG Code) or similar rules are met.
- (h) “**Data Protection Legislation**” means GDPR and/or applicable (national) legislation in relation to Personal Data.
- (i) “**GDPR**” means the General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/ EC. Any capitalised terms used in these Terms and Conditions regarding data protection shall have the meaning given to them in the GDPR.
- (j) “**Goods**” includes (as relevant) all cargo and its packing and/or Unit(s) and/or Vehicle(s) entrusted by the Customer to the Carrier under the Contract.
- (k) “**Gross Negligence**” means any fault or negligence committed recklessly and with knowledge that damage or loss would probably result therefrom.
- (l) “**Hague Rules**” means the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25th August 1924, to the exclusion of the Protocol signed in Brussels on 23rd February 1968, and as enacted in the country of shipment, or, when no such enactment is in force in the country of shipment, as enacted in the country of destination, but in respect of shipment to which no such enactments are applicable in either country of shipment nor the country of destination, “Hague Rules” will mean the terms of the said convention itself.
- (m) “**Hague-Visby Rules**” means the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25th August 1924, as amended by the Protocol signed in Brussels on 23rd February 1968, as enacted in Belgium, and as set out, or incorporated, in the Commercial Code of Belgium (cfr.: Book II Commercial Code, article 91), or as enacted in any legislation being compulsorily applicable to the Carriage of Goods.
- (n) “**Incoterms**” refers to the latest version of the International Commercial Terms created by the International Chamber of Commerce.
- (o) “**Lashing(s)**” shall include all devices used by the Carrier for securing the cargo or Goods for carriage.
- (p) “**Owner**” includes all persons and/or entities having any property title or legal interest in the Goods or any part thereof.
- (q) “**Personal Data**” means any information relating to an identified or identifiable

natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or by reference to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- (r) “**Services**” means the collective term for all services provided by the Carrier in accordance with the terms of the Contract, including, without limitation, Carriage of Goods and Terminal-Related Services.
- (s) “**Ship(s)**” means any vessel(s) or vessel capacity owned, chartered or used by the Carrier for the performance of the Carriage of Goods.
- (t) “**Shipper**” includes the person named as such in the Waybill and the person who presents the Goods and/or causes the Goods to be presented for Carriage of Goods and/or Terminal-Related Services and/or settles Carrier’s invoice for the Services performed.
- (u) “**Terminal**” includes all docks, quays, wharfs, jetties, pontoons, parking areas, storage areas, land and buildings used by the CLdN Group and/or used by the Carrier (including third-party terminals used by the Carrier) in providing the Services.
- (v) “**Terminal-Related Services**” means services performed by the Carrier, related to – but performed before and/or after – the Carriage of Goods, such as (without limitation) receiving, administering, storing, handling, transshipping, shunting, delivering of the Goods, in accordance with the terms of the Contract.
- (w) “**Unit**” means any trailer, container, chassis, flat and/or any vehicle (including trains, wagons) of transport or in general other equipment or article of transport, whether empty or in/on which Goods are carried and/or in/on which the Goods are entrusted to the Carrier and/or by which Goods are handled, loaded onto or discharged from a Ship.
- (x) “**Vehicle**” includes (without limitation) any self-propelled car, bus, van, pick-up, tractor, truck or high & heavy.
- (y) “**Waybill**” means a non-negotiable receipt note, howsoever named – which is not to be considered a bill of lading and is not to be considered a document of title to the Goods – issued by the Carrier and which evidences the Contract.

1.2. Interpretation

- (a) The commercial terms used in these Terms and Conditions and in all other documents drafted between the Carrier and the Customer are to be interpreted and specified in accordance with Incoterms.
- (b) The headings set out in these Terms and Conditions are provided for convenience only and shall not limit, dictate or affect the meaning of the provisions to which they refer.

1.3. Applicability

- (a) The terms and conditions of the Customer are hereby expressly considered excluded and not applicable. Any such Customer terms and conditions, as well as any different provisions than the present Terms and Conditions, will only apply if, for each individual case, the Carrier has expressly accepted them in writing.
- (b) The Customer who has once contracted under the present Terms and Conditions is deemed to have accepted the applicability of these Terms and Conditions for all, including future, obligations whether in contract or in tort.
- (c) The Carrier may, at any time, and at its sole discretion, modify these Terms and Conditions, with or without notice to the Customer. Any such modification will be effective immediately upon publication on the Carrier’s website www.cldn.com. The Customer’s continued use of the Services following any such modification constitutes the Customer’s acceptance of such modified Terms and Conditions.

1.4. Protection of Personal Data (GDPR)

- (a) The Customer represents and warrants that it complies and undertakes to comply with the Data Protection Legislation.
- (b) In connection with the Services, the Customer shall remain fully liable for (i) the Personal Data that the Carrier and the Customer process in the context of the Services; (ii) obtaining consent from any Data Subject to the collection, use, processing and transfer of their Personal Data; (iii) providing notices as legally required by Data Protection Legislation to any Data Subject; (iv) portals or websites of the Customer which the Carrier is required to use, and (v) any Personal Data that the Customer submits via Carrier portals or websites.
- (c) The Customer guarantees *vis-à-vis* the Carrier that the content, use and/or processing of Personal Data are not unlawful and do not infringe any rights of affiliates, subsidiaries, customers, subcontractors, agents, representatives, consultants, other third parties nor of Data Subjects related thereto, such as employees and workers.
- (d) The Customer shall indemnify the Carrier against any and all claims of affiliates, subsidiaries, customers, subcontractors, agents, representatives, consultants, other third parties or Data Subjects related thereto, such as employees and workers, instituted for whatever reason in connection with Personal Data.

In addition to any other available remedies, Customer shall defend, indemnify and hold harmless the Carrier from any and against all losses, damages, costs and expenses incurred as a result of the breach by Customer of this clause.

- (e) Notwithstanding any other provisions regarding the Carrier's liability in this Contract, the Carrier's aggregate maximum liability regarding any processing of Personal Data will – to the extent permissible by law – be limited per Contract to the price and/or rates and/or freight paid by the Customer to the Carrier under such Contract in the twelve (12) months immediately preceding the earliest event giving rise to the liability, or, if twelve (12) months have not elapsed, twelve (12) times the average monthly price and/or rates and/ or freight paid by the Customer to the Carrier under such Contract from the start date of the Contract until the date of the earliest event giving rise to the liability, and in no case more than five thousand (5,000) Euro. The existence of more than one claim will not entitle the Customer to an increase in such limit.
- (f) Where necessary, any standard contractual clauses or a future replacing mechanism to exchange Personal Data between the European Union and Third Countries will automatically be part of this Contract.
- (g) The Carrier reserves the right to prevent misuse of Personal Data and undertakes to protect Data Subjects' rights. Therefore, any Data Subject connected to the Services shall direct any request under Data Protection Legislation to the Carrier's registered seat in writing using the Subject Access Request form available on the websites mentioned hereunder, sent via registered mail.
- (h) The Carrier's Privacy Policy concerning the processing of any Personal Data and Data Subjects' rights applies to and forms an integral part of the Contract and any agreement between the Carrier and the Customer. The Privacy Policy can be found at www.cldn.com, as amended from time to time.

1.5. No Joint Liability

Only the Carrier will be responsible and liable for the fulfilment of the Contract, to the exclusion of all other members of the CLdN Group. There shall be no liability, much less any joint liability, of the other members of the CLdN Group for the obligations of the Carrier; nor is there any joint liability between CLdN RoRo SA and CLdN RoRo Agencies Ltd.

1.6. No Bill of Lading or Document of Title

No bill of lading shall be issued. Any document(s) issued in connection with the performance of the Services (including Waybills) shall in no case be treated as a document of title.

2. Scope and Content of Contract – General Principles of Carrier's Responsibility

- (a) These Terms and Conditions (as may be periodically amended in line with clause 1.3(c)) shall apply to the Contract(s) between the Carrier and Customer and shall override and exclude any other conditions stipulated or incorporated or referred to by the Customer and/or any course of dealings between the Customer and the Carrier which are not in accordance with these Terms and Conditions. Except as provided for in clause 1.3(c), any addition or variation to these Terms and Conditions shall not be valid unless agreed in writing.
- (b) The Contract with the Customer is a Contract for the **Carriage of Goods**.

If so requested by the Customer and agreed by the Carrier or if the Carrier in fact does provide Terminal-Related Services before and/or after Carriage of Goods (as set out in (d) below), a second contract for **Terminal-Related Services** will arise with the Carrier.

The Contract for the Carriage of Goods, and, where applicable, the Contract for Terminal-Related Services shall both be subject to these Terms and Conditions.

- (c) The Contract for the **Carriage of Goods** commences at the earliest twenty-four (24) hours before the scheduled departure of the Ship, and will end at delivery of the Goods and at the latest twenty-four (24) hours after discharge from the Ship.
- (d) The Contract for **Terminal-Related Services** commences in respect of Goods on Terminal before and/or after the Carriage of Goods, either (i) where the specific Contract as pre-agreed between the Carrier and Customer so provides, or (ii) where Goods are and/or remain on Terminal outside the Contract of Carriage period (or the minimum and maximum cut-off times and maximum dwell time set out in clause 5.3).

Where, in the circumstances set out above, the Goods are subject to Terminal-Related Services (under a Contract with the Carrier), the standard tariffs are accessible at: www.cldn.com.

Where, however, in the circumstances set out above, the Goods are subject to terminal-related services provided and invoiced by a third-party terminal after termination of the Contract of Carriage (i.e. after 24 hours from discharge) then no Contract for Terminal-Related Services arises between the Customer and the Carrier, but rather there will arise a contract between the Customer and the relevant third-party terminal.

- (e) In all cases, Goods on Terminal remain subject to any applicable port rules and customs legislation.

- (f) The Carrier will not take out insurance on behalf of the Customer. The Customer is strongly advised to insure the Goods amongst others against all risks, fire, hail, lightning, explosion, crashing of airplanes, storm damage, water damage, airborne contamination, floods and burglary, as well as Customer's liability, including waiver of recourse by the insurers.

- (g) If the Carrier at any time decides not to rely on these Terms and Conditions or any part thereof, such departure will not constitute a precedent and will not apply to any other matter past or present other than the one for which these Terms and Conditions were departed from.

- (h) The Carrier's liability in respect of Carriage of Goods shall be governed by the provisions of the Hague-Visby Rules, however only insofar as, and to the extent that, the Hague-Visby Rules would be more favourable for the Carrier than the other clauses of these Terms and Conditions. For that purpose and to that extent, the Hague-Visby Rules will be deemed incorporated in the Contract and apply to it *mutatis mutandis*, with the necessary changes as stipulated in these Terms and Conditions. Article I and Article III rules 3, 4, 7 and 8, and paragraph 3 and the proviso to paragraph 1 of Article VI, and Article X of the Hague-Visby Rules will not apply except when compulsorily applicable. If under any applicable legislation the Hague Rules or the Hague-Visby Rules compulsorily apply, only the clauses of the present Terms and Conditions that would be contrary to the applicable Hague or Hague Visby Rules will be null and void, but only in as far as they are contrary to these Rules, all other clauses remaining valid. The Carrier's liability in respect of Terminal-Related Services performed by the Carrier shall be governed by the provisions of these Terms and Conditions.

- (i) In respect of Terminal-Related Services performed by the Carrier:

- (i) The Carrier does not provide freight forwarding services or to services of a general agency nature, such services being carried out under separate terms and conditions applicable only to those services.
- (ii) If the Services of the Carrier are, nevertheless, qualified either by common agreement or by a competent court of law or arbitrator(s) as freight forwarding services, then the Services will be governed in any case by the latest edition in force of:
- for UK based Terminals: British International Freight Association (BIFA) Standard Trading Conditions;
 - for Belgium based Terminals: The Belgian Freight Forwarders Standard Trading Conditions (*Algemene Belgische Expeditievoorwaarden*);
 - for Netherlands-based Terminals: Dutch Forwarding Conditions / General Conditions of the Netherlands Association for Forwarding and Logistics (FENEX)

The Customer declares to know and to accept these terms and conditions.

- (iii) The Carrier does not act as a depositary of the Goods, and does not undertake any liability as such. Notwithstanding this, in case the Carrier is held to be a depositary of the Goods by a competent court of law or arbitrator(s), these Terms and Conditions will still apply.
- (iv) Except as otherwise provided in these Terms and Condition, the Carrier undertakes no responsibility for the maintenance or repair of any part of the Goods or Units nor for the provision of power, fuel or other supplies therefore nor for maintaining the same at any particular temperature or in any other particular state or condition nor for the feeding or watering of livestock.
- (v) In so far as, and to the extent that, these Terms and Conditions do not provide for certain cases or situations, the customary local port practices shall apply in a complementary manner.

3. Intellectual and Industrial Property Rights

- (a) The Carrier remains the only possessor of the rights pertaining to the documents and specifications, in whatever form they might be, transferred to the Customer within the context of the issue of an offer and/or the execution of a contract, whatever the way they might be handled or stored.
- (b) The Customer is required to return such documentation and specifications back to the Carrier at first request and in any case at the end of the Contract. The risks related to the documentation and specifications are born by the Customer until the documents are returned to the Carrier.
- (c) The Customer will, at any relevant time, check the correctness and the consistency of the documents and specifications and signal to the Carrier any discrepancies and incompleteness, failing which the Customer will be liable for all damage and loss that the Carrier might suffer as a result.
- (d) The Customer is required to clearly mark the documentation and specifications as being the property of the Carrier and inform third parties accordingly. The Customer must immediately inform the Carrier if the documentation and specifications are seized or have become unavailable in any way.
- (e) The Customer shall not use the documentation and specifications for other purposes than those for which it was provided, and the Customer shall not, either totally or partially, in any way whatsoever, reproduce them, provide them to third parties, or inform third parties of their content.

4. Warranty of Authority by Customer

The Customer warrants to the Carrier that the Customer is either the Owner or the authorised agent of the Owner, and further warrants that the Customer accepts these Terms and Conditions not only for itself (including the consignor, Consignee, Owner and Shipper) but also for and on behalf of every other person or legal entity who is or may hereafter become interested in the Goods.

5. Various Operational Aspects

5.1. Waybill

A Waybill (as defined in these Terms and Conditions) shall be issued by the Carrier upon request of the Customer; but neither the failure to do so nor any other act, omission, forbearance or conduct in relation to the issue of a Waybill shall deprive the Carrier of the benefit of these Terms and Conditions, nor release the Shipper, consignor, Consignee or Owner from the burden of these Terms and Conditions.

5.2. Voyage – Performance of the Carrier

- (a) The Carrier is at liberty to sail before or after advertised sailing times, to depart from the intended or advertised route, to alter and to extend the same, and to call at any ports on, or not on, that route in any rotation, and to stay there as long as the Carrier considers necessary and desirable for any purpose. The Carrier is at liberty to sail with or without pilots, to tow Ships and to be towed and to render assistance of any nature whatsoever, and to dry-dock for any purpose and to make trial trips with whole or parts of the Goods on board. All of the foregoing are considered included in the Contract voyage.
- (b) Deviation of whatever kind or duration shall not be considered as a breach of the Contract.
- (c) The Carrier may forward the Goods by any Ship or Ships whatsoever, including transhipment. If for any reason whatsoever the Carrier is of the opinion that the Ship is prevented or hindered from entering or leaving any port or otherwise from proceeding with the voyage, then the Carrier in its sole discretion may abandon the voyage or proceed to any other port (including return to the port of loading) and may there discharge or take such other steps with regard to the Goods as it may think fit. Any such port at which the Goods are so discharged will be considered to be the port of discharge hereunder and the voyage and Carriage of Goods will be considered as completed and performed.
- (d) The Carrier is at liberty (regardless whether a quotation has been issued or accepted) to refuse Goods for transport, at Carrier's sole discretion.
- (e) The Carrier shall have the option without notice to the Customer to carry the Goods on deck or under deck.
- (f) Any regular / scheduled service of the Carrier for carriage of goods by sea can be terminated immediately and existing liner services can be altered by the Carrier.
- (g) Only Goods booked for carriage under a Contract will be accepted by the Carrier.

5.3. Minimum/Maximum Cut-off Time & Maximum Dwell Time

- (a) The Customer under a Contract for Carriage of Goods shall present the Goods at the Terminal of the port of loading at least two (2) hours but in no case more than twenty-four (24) hours before the scheduled departure of the Ship.
- (b) Under a Contract for Carriage of Goods, the Customer shall:
- (i) ship all Goods within twenty-four (24) hours from entering the Terminal ("gate-in") at the port of loading; and
- (ii) collect, have collected or otherwise remove all Goods from the Terminal within twenty-four (24) hours from discharge from the Ship (first-point-of-rest) at the port of discharge.
- (c) If the Customer, under a Contract for Carriage of Goods:
- (i) presents the Goods for shipment earlier than twenty-four (24) hours before the scheduled departure of the Ship, the Carrier (or the Terminal) may refuse entry of the Goods into the Terminal or, if accepted, such Goods shall be at the risk of the Customer, and shall – in line with clause 2 above – be subject to a Contract for Terminal-Related Services payable by the Customer. Such Goods on the Terminal shall also be subject to any applicable port rules or customs legislation.
- (ii) does not ship all Goods within twenty-four (24) hours from entering the Terminal or does not collect, have collected or otherwise remove the Goods from the port of discharge within twenty-four (24) hours after discharge from the Ship, then such Goods shall be at the risk of the Customer, and shall – in line with clause 2 above – be subject to a Contract for Terminal-Related Services payable by the Customer. Such Goods on the Terminal shall also be subject to any applicable port rules or customs legislation.

The above shall be without prejudice to the provisions of clause 5.6 below.

- (d) Where the Carrier provides Terminal-Related Services under a Contract – as

set out above and in clause 2 – invoices shall be issued to the Customer by the Carrier. Where terminal-related services are provided and invoiced by a third-party terminal, then no Contract for Terminal-Related Services arises between the Customer and the Carrier, but rather there will arise a contract between the Customer and the relevant third-party terminal.

- (e) In addition to the measures set out in (c) above, the Carrier shall be entitled to remove and deal with the Goods in accordance with these Terms and Conditions, especially as set out in clause 5.6 hereunder.

The Carrier draws the attention of the Customer to the fact that the maximum permissible duration of stay of Dangerous Goods in port areas is strictly regulated by international or local environmental legislation or port rules. The Customer shall promptly have Dangerous Goods removed from the Terminal, in order to avoid infringement of such restrictions. The Customer shall be liable for, and shall hold the Carrier harmless for all damages, losses, consequences or fines, due to the failure to comply with the maximum permissible period, regardless the cause.

- (f) Where the Customer, whose Goods remain unshipped or uncollected in breach of these Terms and Conditions and/or in breach of the specific provisions in the Contract, has other goods due to arrive at the Terminal (whether for discharge or for loading, and including where such other goods are carried on board a Ship of the CLdN Group), then the Carrier shall be entitled (on account of non-collection and until resolution thereof) to suspend its Services also in respect of such other goods.
- (g) The provisions of this clause shall apply also where any Goods are delayed, blocked, not cleared, or otherwise remain on the relevant Terminal outside or beyond the cut-off time and/or maximum dwell time (stipulated in these Terms and Conditions or as specified in the Contract) (including where such Goods are in transit or through-shipment) as a direct or indirect result of the Customer not fulfilling correctly, completely, accurately and timely all Customs Documents and Customs Procedures incumbent upon the Customer as required by law and/or under the Contract agreed with the Carrier, including these Terms and Conditions.

5.4. Delivery

- (a) The Customer authorises the Carrier to deliver the Goods to the Consignee, the representative of the Consignee or to any person whom the Carrier reasonably believes to be authorised to take delivery on behalf of the Customer. It shall be the responsibility of such person and of the Customer, to the exclusion of any liability (of any nature whatsoever) of the Carrier, to identify and collect the Goods in respect of which delivery has been demanded. In no circumstances shall the Carrier be liable in excess of the limitation of liability provided in clauses 9 and 10.
- (b) Such delivery shall constitute fulfilment of the Carrier's obligations as to delivery of the Goods.
- (c) In the event that any Goods are collected by or on behalf of the Customer in which the Customer has no legal interest whatsoever, such Goods shall (if identified) be returned forthwith upon identification. The Customer shall indemnify the Carrier for any damage or loss arising out of the collection of such Goods and any failure to return them or any delay in returning them to the Carrier.
- (d) The Customer declares that it is fully acquainted with the physical and documentary delivery procedure applicable at the relevant Terminal, and agrees that the level of security offered by this procedure is adequate for its needs.

PIN CODE SYSTEM

The Customer shall make use of the system-generated unique "PIN CODE SYSTEM". The Customer shall assume full responsibility for not making use of the PIN CODE SYSTEM. The Carrier is exempt from liability if – despite applying the chosen delivery procedure correctly – the Goods are nevertheless delivered to a wrong person or legal entity.

5.5. Responsibility for Seals

The Carrier shall not be required by the Customer 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, notwithstanding anything to the contrary in these Terms and Conditions, no representation whatsoever is made by the Carrier as to the accuracy of the number noted nor to the condition of the seal. No representation is made by the Carrier neither as to the condition of the container or trailer, nor as to the contents thereof.

5.6. Delayed or Non-Shipment – Uncollected Goods – Notice of Removal – Shipping Back or Sale of Uncollected Goods

- (a) Without prejudice to the right of the Carrier to payment of charges and/or to issue specific instructions in relation to the dwell-time or storage of Goods, the Customer will ensure that the Goods are brought to the Terminal in line with (without limitation) the cut-off time stipulated in clause 5.3(a) and are collected from the Terminal as soon as possible and at latest (without limitation) in line with the maximum dwell-time stipulated in clause 5.3(b). If, as may be the case – but only if agreed in writing by the Carrier – the Contract contains specific derogations, provisions and conditions in relation to minimum and/or maximum dwell-times (for instance, where Terminal-Related Services are contracted), the

Customer shall observe such specific derogations, provisions and conditions strictly and without exception.

- (b) Despite clause 5.3(c), if Goods remain on a Terminal beyond twenty-four (24) hours, or beyond any specific dwell-time or storage time otherwise agreed in the Contract (as set out in clause 5.6(a) above), the Carrier shall be entitled to give notice of removal to the Customer requiring the removal of the Goods by the date stated in the said notice of removal. In such event, the Customer guarantees such removal as instructed by the Carrier, without protest or delay.
- (c) If the Goods still remain uncollected after the removal date stated in the abovementioned notice to the Customer, then the Carrier may at its discretion, without further notice and without any responsibility or liability (i.e. at the sole risk and cost of the Customer):
 - (i) have the Goods moved to another location or carried back to the Terminal of departure or to another CLdN Group Terminal; and/or
 - (ii) change the customs regime of the Goods from temporary storage to bonded warehousing or any other relevant Customs Procedure and hereby authorises and mandates the Carrier to act (or have performed) on behalf of the Customer; and/or
 - (iii) sell or otherwise dispose of the Goods; and/or
 - (iv) exercise its lien as provided in clause 6.6.

The proceeds of any such sale shall be used:

- (i) to defray the expenses of the sale including any commissions or any tax, customs duties or other costs the Carrier would be required to pay; and
- (ii) to pay any unpaid debt of the Customer to the Carrier or the CLdN Group whether related to the subject-matter in question or not.

The balance, if any, will be held or deposited in escrow for the benefit of the Customer.

5.7. Refusal of Goods

The Carrier shall be entitled to refuse the Goods from entering the Terminal or premises, or to refuse Carriage of Goods or Terminal-Related Services, at its sole discretion, at any time and without any liability or compensation whatsoever, including (but without limitation) when the Customer does not or not timely execute any one or more of its obligations or when the Carrier reasonably believes that the Customer is, or may come to be, in breach of its obligations, including (but without limitation) in respect of customs costs and formalities obligations and provision of information obligations as set out in clause 8, or when the port of destination of the Goods is not duly authorised or accredited or otherwise legally set-up to receive the Goods in full compliance with Customs Documents, Customs Procedures or other legal requirements.

5.8. Dangerous Goods – Waste – Destruction or Disposal of Harmful Goods

- (a) As a general rule, it shall be the Carrier's sole discretion whether or not to accept certain categories of Goods which may be, or become, subject to import/export restrictions or prohibitions, including (without limitation) Dangerous Goods, waste, dual-use goods. The Carrier may, as a condition for acceptance of such Goods, (i) demand additional information to be provided by the Customer at booking stage (and no later than the time of arrival at the port of loading); (ii) impose additional terms, conditions or measures; (iii) refuse or reject such Goods after "gate-in" where such Goods become subject to such import/export restrictions or prohibitions or where the Customer fails to fulfil its obligations under (i) and (ii).
- (b) Dangerous Goods may not be presented to the Carrier for the performance of the Services unless with the prior written agreement of the Carrier. A number of product categories are not permitted for shipment on Carrier's Ship due to restrictions outlined by the respective port authorities and/or the Ship's documents of compliance and/or as a matter of policy of the Carrier. This list, and further information, can be consulted on the document "Hazardous Cargo Restrictions" at www.cldn.com.
- (c) The Customer must provide the Carrier with a correct Dangerous Goods declaration and all information required as to the necessary precautions to be taken in respect of Dangerous Goods and must affix to the relevant Unit or Goods all necessary notices to comply with the applicable regulations and legislation in order to indicate that the Goods are Dangerous Goods. Furthermore, the accompanying documents and/or declarations (e.g. ADR, RID) shall be in compliance with the applicable regulations and legislation.
- (d) Carriage of Dangerous Goods shall at all times be at the sole risk of the Customer who shall always be liable for any injury, including loss of life, damage or loss resulting from such carriage even if the Carrier is under a strict liability arising from the performance of the Services.
- (e) The Customer shall take control of Dangerous Goods at the Carrier's first demand. In any case, the Carrier shall be entitled in its sole discretion to disembark, destroy or otherwise render innocuous such cargo or Goods without liability to compensate the Customer and/or any other person for any resulting loss (including costs for cleaning, removal or disposal of or compliance with safety regulations or requirements, fines, penalties of whatsoever nature and however arising), and in such event, the Customer shall remain responsible for any amount due to the Carrier for the performance of the Services as well as for the costs and expenses incurred by the Carrier in

taking such action.

- (f) Where any Goods are, or become noxious, hazardous, flammable, explosive, infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests, and/or where Goods cause leakages or spillages for whatever reason, or otherwise in any way are or become polluting or dangerous or otherwise likely to cause pollution or damage, whether alone or in combination with other goods and whether or not by reason of the act or omission of any person, the Customer shall, at the Carrier's first demand, take immediate control and measures, and shall be responsible for any related cost. In any case, the Carrier shall be at liberty to destroy or otherwise deal with the Goods as in its discretion may seem desirable at the sole and full cost and responsibility of the Customer. The Customer shall indemnify the Carrier against all loss, damage, costs, claims, liability and expenses arising out of or in connection to damage caused by such Goods or in connection to dealing with the Goods by the Carrier.

5.9. Containers, Trailers and New or Used Vehicles

- (a) The Customer shall ensure that Units or Vehicles marked or booked or declared with the Carrier as "empty" shall, in fact, be completely and totally empty (containing only air), and shall not contain any lashings, general packaging materials, empty racks, etc.; and in the latter case, the Customer shall, instead, inform the Carrier that such Units, whilst not containing Goods, do contain such lashings, general packaging materials, empty racks, etc.
- (b) The Carrier will not be liable for cosmetic damages and ordinary wear and tear inherent to container or trailer (or Unit) or used Vehicles handling. The Carrier will redeliver in trade-customary condition.
- (c) The Customer agrees that containers can be stationed up to five (5) tiers high at the sole risk of the Customer, and the Customer will be liable for any damage so caused to the Carrier and third parties.
- (d) The Customer is aware of and allows the Carrier to load / move / discharge containers in the "double-stacked-modus", and agrees this is customary ro-ro Terminal practice.
- (e) The Customer warrants that external condition of the containers and/or trailers (or Units or Vehicles) as well as the lashing and securing of cargo or Goods within or on the containers and/or trailers (or Units) shall be adequate and suitable for the relevant mode of transport, whether by road and/or sea and/or inland waters and/or rail transport, and shall comply with all national and international applicable regulations and due diligence principles for the intended transport modus.
- (f) In relation to new (i.e. new from OEM plant) or used (i.e. not new-production) Vehicles which are the subject of a Contract for Carriage of Goods and/or Terminal-Related Services:
 - (i) The Customer has duly examined the properties and characteristics of the Ship(s) and Terminal, and agrees and accepts that these suit its needs and expectations.
 - (ii) The Customer is satisfied with the level and quality of fencing, protection and surveillance on Terminal.
 - (iii) The Customer accepts and exonerates the Carrier for all risks inherent to the parking of unpacked Vehicles on an open-air compound, in an industrial environment and will take out proper insurance.
 - (iv) The Carrier accepts no liability for deterioration of any sort of transport protection (such as, without limitation, wax- or wrap guard protection, body covers with zips, etc.) or for damage caused by such deterioration of transport protection.
 - (v) The Carrier accepts no liability for loose items in or around the Vehicles, whether the "transport mode" of the Vehicles is engaged or not.

5.10. Perishable Goods – Temperature-Controlled Goods

- (a) The Customer shall not tender for transportation any Goods which require temperature, humidity or ventilation control without previously giving written notice, and obtaining agreement of the Carrier in writing, of the nature and particular temperature range or level of humidity or ventilation or lack of ventilation to be maintained. In the case of temperature controlled Units stuffed by or on behalf of the Customer, the Customer further undertakes that the Unit has been properly pre-cooled, that the Goods have been properly stuffed in the Unit and that its thermostatic controls have been properly set by the Customer before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance. The Carrier shall never be under any duty to freeze down Goods presented at a higher temperature for carriage, or to heat up Goods presented at a lower temperature for carriage.
- (b) Upon written request by the Customer, or as may be agreed in a Contract covering Terminal-Related Services, the Carrier will endeavour to connect any Unit to a supply of electricity at the Customer's expense. The Carrier shall not be liable for any damage or loss to the Goods or Units arising from any failure to make such connection.
- (c) The Carrier will not be responsible for maintaining the Goods or Units at any required or specific temperature whether on the Terminal or not and shall not be liable for any damage or loss arising from any failure to maintain such temperature.
- (d) Where the Carrier is in possession of perishable Goods of any nature, which

are not taken up immediately upon arrival or subject for any reason to perish before shipment or delivery which, in the opinion of the Carrier, are insufficiently addressed or marked or are otherwise so unidentifiable that the Carrier cannot determine on what ship they should be shipped or to whom they should be made available for collection, the Carrier may sell or otherwise dispose of such Goods without any notice to the Customer, sender, owner or consignee of the Goods. All charges and expenses arising in connection with the sale or disposal of the Goods shall be payable by the Customer, including costs of cleaning and sanitation of the Terminal and equipment or Ship of the Carrier.

5.11. Subcontracting of Services and Additional services

- (a) Where a third party needs to be subcontracted by the Carrier for the performance of the Services and/or Terminal-Related Services and/or for additional services (i.e. in addition to the Services agreed in the Contract), the Carrier is free to choose the subcontractor and the Carrier will be entitled to rely on, and apply to the Contract, any terms and conditions of the said subcontractor. The price / rates for additional services may be invoiced separately and shall not be part of the price of the initial Contract, unless otherwise agreed in writing.
- (b) In any event, the Carrier will not act in the capacity of, or be considered as, a consecutive carrier under any convention or treaty (for instance, without limitation, the Convention on the Contract for the International Carriage of Goods by Road – CMR).
- (c) All and any such additional services shall at all times be subject to these Terms and Conditions (particularly, but without limitation, the differentiated limitations of liability set out herein), to the extent permissible by law.

5.12. Orders Must be Placed in Writing

Except as may occur automatically as per Contract, the Carrier will only perform the Services on receiving orders in writing from the Customer (or authorised representative) either at the time each Service is required, or in accordance with any contractual arrangement to provide such Services over a period of time.

The Carrier will, on application, supply forms of request for the Services by the Carrier. All requests by telephone must be immediately confirmed in writing by the Customer. The Carrier will not, in any case, be responsible for any errors in complying with such orders where they are communicated by telephone and are not promptly confirmed in writing.

5.13. Duty of the Customer to Assist Operations

The Customer shall make every effort to facilitate the operations of the Carrier, whether by permitting the Carrier to use all or any structure or items of equipment owned or used by the Customer (whether on a Vessel or elsewhere) and by the supply of full power and or lighting therefore where appropriate at all times without charge. No responsibility shall attach to the Carrier for any accident howsoever arising out of or caused by or contributed to by any defect in the structure or equipment hereby supplied and the Customer shall indemnify the Carrier against any claims in relation to any such accident.

5.14. Carrier's Discretion over Handling and Delivery Methods

Subject to specific written instructions given to the Carrier by the Customer and accepted by the Carrier in writing, the Carrier reserves complete freedom and discretion in respect of the means and procedure to be employed in the provision of the Services, including but not limited to the receipt, collection, unitisation, stuffing, stripping, packing, carrying, handling, tallying, loading, transporting, lashing/unlashing, discharging or delivery up of Goods or Units. If in the Carrier's opinion the interests of the Customer so require, the Carrier may deviate from the Customer's instructions (whether or not accepted by the Carrier) in any respect and any expenses reasonably incurred thereby shall be for the Customer's account.

5.15. Access to Terminal

The Carrier will not be bound to admit a person or Goods to the Terminal except by prior arrangement with the Customer.

5.16. Sequence of Handling

Goods (which, for clarity includes arrivals by trains, wagons) arriving at the Terminal will be dealt with in the order and time-slots determined by the Carrier, at its sole discretion. The Carrier shall, in no case, be responsible or liable for delay.

The Carrier shall not be liable to pay or refund demurrage or any other compensation for the use of Units and/or Vehicles for their not being ready in time, nor to compensate any other loss or damage suffered as a result of delay or interruption howsoever caused in the performance of the Services.

The Customer shall ensure that all Units arrive and are handled and depart in conformity with the Carrier's verbal or written requirements and regulations as well as those of any competent authority or relevant legislation. The Carrier reserves the right, at its sole discretion, with all responsibility, liability and costs excluded, to remove or have removed any Units remaining at or on the Terminal against the Carrier's instructions.

6. Offers & Quotations – Invoice & Payment Terms – Payment of Charges –

Lien – Cross Default – Credit Facilities

6.1. Offers & Quotations

- (a) Unless expressly stated otherwise, any written offer and quotation will only be valid for fifteen (15) days from the day it was issued. All offer and quotation are subject to these Terms and Conditions and are exclusive of VAT, duties and generally any applicable tax.
- (b) Written offers and quotations may contain specific terms and conditions. If the written offer and quotation contains conditions or clauses conflicting with these Terms and Conditions, then the offer and quotation accepted by the Customer prevails.
- (c) Offers and quotations are always subject to the availability of capacity on the Ship and to availability of space at the Terminal at the port of loading and/or port of discharge.

6.2. Invoice & Payment Terms

- (a) Unless expressly agreed otherwise in the written quotation, in the Contract, or on the invoice, all invoices and generally all charges, expenses, or other sums shall be paid by the Customer within eight (8) working days of the date on which the invoice is issued.
- (b) In providing the Services, the Carrier may engage the services of subcontractors, e.g. for Terminal handling and storage, at the port of loading and/or at the port of discharge. In such cases, and in respect of such services, the Carrier is entitled to designate – and the Customer shall duly acknowledge – the subcontractor as invoicing party. Where the Contract provides for Terminal-Related Services to be performed by the Carrier, then the Carrier will invoice the Customer.
- (c) Payment shall be made in the place, in the manner, and in the currency stipulated in the invoice. The Carrier is entitled to refuse to be paid by way of cheques.
- (d) Only the currencies, quantities, weights, and/or volumes accepted in a specific and written form by the Carrier will be considered valid for the invoices.
- (e) Credit facilities (payment terms and/or a monetary limit) are a discretionary favour, not a "right", and are always granted on a case-by-case basis and evaluation, for an undetermined period, and taking into consideration available Customer solvency data and market information. Accordingly, credit facilities are subject to constant review, and can be reformulated or made subject to additional security being put up, and/or can be cancelled (such decisions to be notified in writing) at any time, without any obligation of the Carrier to motivate this decision, and without any indemnity whatsoever being due in that respect.
- (f) Any such credit facilities exceptionally granted by the Carrier are subject to the condition of strict compliance by the Customer with the terms of such credit facilities; meaning that any breach, irrespective of the nature or magnitude (e.g. exceeding the payment term by one (1) day, or exceeding the credit limit by 1 Euro) shall trigger the immediate and automatic (with no prior notice) cancellation and withdrawal of the granted credit facilities as a whole. Accordingly, all outstanding invoices shall then become due at once in their totality, and interests thereon will accrue as from the issuing date of the invoice(s). Payment terms mentioned on the invoices shall, consequently, become null and void and shall be read as "immediate payment" instead.
- (g) If the Customer is, becomes, or is known to be in default of its payment obligations vis-à-vis any third party, then regardless of the nature or amount of the default of payment, any credit facilities granted under this clause shall be automatically cancelled and withdrawn as a whole, and accordingly all outstanding invoices will become due at once, and interests thereon will accrue as from the issuing date of the invoice(s). Payment terms mentioned on the invoices shall, consequently, become null and void and shall be read as "immediate payment" instead.
- (h) All invoices and all charges, expenses, or other sums are – as a general rule – payable by the Customer. If the Carrier agrees (in writing) that any invoices, charges, expenses, or other sums are to be paid by a specific Customer or by any other person, the Customer shall in all cases remain liable vis-à-vis the Carrier for the payment of such amounts.
- (i) No undertaking by the Carrier to collect from a consignee or any other person any sum payable to the Customer, and no demand by the Carrier on any such person, shall constitute a waiver or release by the Carrier of any rights against the Customer.

6.3. Interest – Liquidated Damages

- (a) Any amount due and not paid at the due date will be increased of full right and without notice as from the date the invoice was issued with interests and with liquidated damages for business disturbance.
- (b) Interest will accrue at the interest rate determined in accordance with the Belgian Statute of 2 August 2002 (as amended by Belgian Statute of 22 November 2013 and as may be further amended), enforcing European Directive 2011/7/UE of 16 February 2011, (as may be amended) increased by 8 percent points, and rounded up to the higher half percent-point. However, the applicable interest rate shall never be less than 10% per annum.
- (c) The liquidated damages for business disturbance will be 10% of the

outstanding principal amount with a minimum of five hundred (500) Euro and a maximum of fifty thousand (50,000) Euro, without prejudice to the right of the Carrier to prove and to claim any damages or loss in excess of such amount.

6.4. Rates – Currency – Charges – Expenses

- (a) Unless expressly agreed otherwise in the written quotation, loading and discharging shall be at the Carrier's expense (save that a charge may be raised by the Carrier upon the Customer for the additional handling and lifting of Goods).
- (b) The Carrier reserves the right to adjust its rates and charges for any Services quoted in Pound sterling (£) and where the Pound sterling (£) is devalued or suffers a depreciation in respect of the Euro (€) of more than five per cent (5%) in the time between when an offer for the Services is issued and the time when the relevant invoice is issued. Any such increase shall be in proportion to the extent of the devaluation of the Pound sterling (£) versus the Euro (€) in such timeframe.
- (c) The Carrier shall not be responsible or liable for any increased charges, rates of custom duties or tariff, which increase comes into force in respect of the Goods before, during or after the performance of the Services by the Carrier and for which the Customer is charged, even if such increase or less favourable rate of duty or tariff might have been avoided had the Services been performed at a different time.
- (d) Without prejudice to the more specific clause in these Terms and Conditions, the Carrier reserves the right to charge additional costs it incurs, including, without limitation, alterations in fuel (bunker) costs, consumables, exchange rates, insurance premiums, customs and excise or other duties, taxes, and all levies, deposits, charges and costs or outlays levied by any authority, governmental or otherwise, incurred as a result of the Goods, the Services, or generally as a result of specific actions or measures imposed by such authority or government.
- (e) All bank charges associated with the making of any payment shall be for the account of the Customer.
- (f) All charges, expenses, or other sums shall be considered earned by the Carrier on loading of the Goods on board the Ship, whether the Goods are damaged or lost or not lost.

6.5. Prepayment – Security – No Set-off

- (a) The Carrier may at any time demand prepayment of the whole or part of any amount due or which might become due under the Contract.
- (b) The Customer shall, at the first written request, provide the Carrier with valid and sufficient security to guarantee the payment of any such amount.
- (c) If the Customer fails to provide a valid and sufficient security, or if the Customer fails to reimburse the Carrier immediately, then the Carrier shall have the right without any further notice and without any responsibility or liability (i.e. at the sole risk and cost of the Customer): (i) to have the Goods moved to another location or carried back to their Terminal of departure or to another CLdN Group Terminal and/or (ii) to change the customs regime of the Goods from temporary storage to bonded warehousing or any other relevant Customs Procedure and hereby authorises and mandates the Carrier to act (or have performed) on behalf of the Customer, and/or (iii) to sell or otherwise dispose of the Goods, and/or (iv) exercise its lien as provided in clause 6.6.
- (d) The Customer shall not be entitled to set-off any amount due to the Carrier against any amount to which the Customer may be entitled or which it claims to be entitled to receive from the Carrier.

6.6. Cross Default – Security – Lien

- (a) A default or breach of any nature whatsoever by the Customer of any of its obligations under the Contract, will be considered to constitute a material breach of its obligations (of any nature whatsoever) towards each and all entities of the CLdN Group, and will entitle these entities, immediately and without notice, to suspend or terminate any of their obligations towards the Customer, to trigger/accelerate their rights against the Customer and/ or to enforce any security. Such default or breach will automatically cancel and render all credit facilities null and void and accordingly will make each outstanding invoice become due immediately.

If the Customer is part of a group:

- (i) the Customer guarantees the performance by each and every entity of the Customer's group of any and all of such entities' obligations towards the relevant entities of the CLdN Group; and
 - (ii) a default or breach committed by any entity of the Customer's group towards any entity of the CLdN Group will be considered a breach by the Customer under the Contract and will give rise to the right of any entity of the CLdN Group as described in the preceding paragraph.
- (b) The Carrier shall be entitled, whether together with or independently of other rights accorded under these Terms and Conditions and/or by law, to request a European Account Preservation Order (EAPO) under Regulation (EU) No. 655/2014 in order to secure its rights for payment, interests and all costs associated thereto to the maximum extent permitted by law; or to take any similar action as may be available in similar legislation of non-EU countries.

- (c) The Carrier may exercise, upon all Goods in its possession, a right of pledge or lien (under Belgian law: a "*pandrecht*") not only for any charges and expenses related to the Goods, but also for all amounts due by the Customer to the Carrier on any account up to a maximum amount of fifty million (50,000,000) Euro.
- (d) In the event of any such charges, expenses and amounts not being paid within ten (10) days of the notice of the exercise of the right of pledge or lien, the Carrier may sell the Goods and apply the proceeds for the satisfaction of all such charges, expenses and amounts, and also of all charges and expenses arising during the exercise of such lien. The Carrier may move any Goods in its possession from any place in the world to Belgian territory and enforce the right of pledge or lien in Belgium under the Belgian Pledge Law. The lien also entails a right of retention (under Belgian law: "*retentierecht*") that allows the Carrier to retain the Goods in its possession and to refuse to hand over the Goods to any person including a Customer as long as any amount for which the lien can be exercised remains unpaid.
- (e) The lien shall extend to costs and expenses and liabilities incurred by the Carrier in exercising and maintaining the lien or in exercising its right of sale.
- (f) Each member of the CLdN Group is entitled to rely on the payment securities and liens stipulated in the Terms and Conditions of other members of the CLdN Group and is entitled to enforce securities, rights of pledge and liens upon goods in the possession of these other members of the CLdN Group.

7. Obligations of the Customer

7.1. Liability of the Customer

- (a) The Customer shall comply with all its obligations under the Contract including all provisions of these Terms and Conditions and under the applicable law and will be liable for damage or loss suffered by the Carrier as a consequence of any breach of any such obligation.
- (b) The Customer shall indemnify and hold the Carrier harmless from and against any claim from a third party or a specific customer resulting directly or indirectly from any breach by the Customer of any obligation or warranty under the Contract.
- (c) The Customer shall indemnify and hold the Carrier harmless (with reliance on Force Majeure by the Customer being hereby expressly excluded) from and against any and all charges, duties, excise, VAT, fines (including settlement of fines proposed by relevant authorities), claims for liability, losses, damages, costs, and claims against any bank guarantees, bonds or security (issued by the Carrier in favour of relevant authorities) imposed or sanctioned by any relevant authority and/or claimed by any party, entity or person howsoever and whenever arising, as a direct or indirect result of (without limitation): (i) non-payment, incorrect payment or unsuccessful recovery of customs duties or other taxes by the Customer; (ii) incorrect, incomplete, fraudulent information, declarations or data submitted by the Customer to the relevant authorities; (iii) abandonment, non-shipment or non-collection/non-release or delayed shipment or collection, release or recovery of the Goods by the Customer from the relevant Terminal or premises of the Carrier.
- (d) The Customer shall indemnify the Carrier against all costs, expenses, liabilities and any other consequences of the (machinery) breakdown or deficiency of any Goods during the performance of the Services by the Carrier.
- (e) The Customer shall indemnify the Carrier, or keep the Carrier harmless, against damage caused to the Ship, the Ship's equipment (including Lashing gear) or any other cargo by the Goods.
- (f) The Customer shall indemnify the Carrier for all losses, costs and expenses arising from claims by and for all liabilities to third parties in respect of (i) loss, damage, spillage, misdelivery or delay in connection with the Goods in excess of the Carrier's liabilities (if any) under these Terms and Conditions of Carriage, and (ii) any damage to any property or interests of third parties or to a Ship caused by the Goods.

7.2. Use of C.WEB

Unless otherwise agreed, all bookings shall be effected via C.WEB. The Customer shall fulfil all information obligations under the Contract via C.WEB and agrees that manual, e-mail or verbal transmission of such information (e.g. via bookings desks) shall neither be binding on the Carrier nor valid for purposes of this clause.

7.3. Warranties: Documentation and Information

- (a) The Customer shall ensure that the Carrier and/or relevant entities and authorities are given a full description of the Goods sufficient to identify the Goods and in addition are given full particulars and details of the parties involved, the Goods and any hazards connected therewith. The Carrier shall be permitted by the Customer to give any such particulars to whomsoever the Carrier deems necessary. The Customer shall supply to the Carrier in writing all such information relating to the Goods as shall be necessary to enable the Carrier to comply with its duties under the applicable health and safety legislation and any regulations thereunder, or made by or under any other enactment for securing or protecting the health or safety of persons, or the prevention or reduction of damage to or pollution of the environment or its natural resources.
Such account of the contents and quantities (per consignment) of the Goods shall be supplied to the Carrier at the times of booking.

(b) Where the Customer is under obligation to provide, submit or input information or documentation in relation to the Goods (whether to the Carrier or to a relevant entity or authority) and such information or documentation is incorrect, incomplete, late or otherwise not in conformity with applicable legislative or regulatory requirements (for instance, without limitation, Customs Procedures, waste Goods, dangerous Goods), the Carrier may, but only at its sole discretion, and on a case-by-case basis (and in no case to be interpreted in any way as a waiver or forfeiture of the continuing sole obligations of the Customer), assist the Customer with remedial action (only to the extent permissible and possible) in order to, for instance, manually input, update or correct any missing, out-dated or incorrect information as provided or submitted by the Customer. The Carrier may cease or resume such tasks at any time, and shall be entitled to apply a surcharge for each task so performed, payable by the Customer. Furthermore, in the performance of such tasks, the Carrier shall not (under any circumstances) be deemed to act, as a principal or customs agent or broker, or take on any responsibility or obligation, and the Carrier shall in all cases be exempt from all liability (including in the case of error), and the Customer shall remain fully and solely responsible vis-à-vis the Carrier as set out in these Terms and Conditions. Any such measures shall be without prejudice to the Carrier's right to indemnification by the Customer, in accordance with the Customer's liability as set out herein.

(c) Where, on the reasonable suspicion of the Carrier and/or on notification or alert by the relevant authorities, it appears that the Customer has maliciously or negligently provided, submitted or inputted incorrect, incomplete, late or non-conforming information or documentation in relation to the Goods and/or that the Goods have been delivered for transport and/or transported and/or collected following transport by the Carrier under such irregular status, then the Carrier shall be entitled to immediately, and without notice, take all and any remedial and/or prohibitive measures as necessary or as required under applicable legislation or operating licence rules and requirements by which the Carrier is bound. The Carrier may, without limitation, cease or refuse shipment of the Customer's Goods or further bookings for transport; request of payment security or bond, or otherwise take any other escalation measure deemed appropriate in the context of the severity of the case. Any such measures shall be without prejudice to the Carrier's right to indemnification by the Customer, in accordance with the Customer's liability as set out herein.

7.4. Warranties: Persons – Goods

(a) The Customer warrants that all and any persons accompanying the Goods are properly authorised and cleared (by any relevant authority) to do so and will comply with the requirements of all applicable laws, regulations and instructions of the Carrier (including but not limited to laws, regulations and instructions regarding the consumption of alcohol and or drugs, immigration, customs or health). Likewise, all Goods entering the Terminal shall comply with all relevant requirements of all applicable laws, regulations, as well as instructions of the Carrier.

(b) The Customer warrants that the Goods:

- (i) Will not contaminate or cause danger, injury, pollution or damage to persons, any other goods, the Ship and/or the Terminal premises or the water and air adjacent thereto.
- (ii) Are not infested, verminous, rotten or subject to fungal attack or are liable to become so.
- (iii) Are not overheated or liable to become so.
- (iv) Require no special protection other than as may be agreed in writing between the Carrier and Customer due to their vulnerability for instance to heat, cold, natural or artificial light, moisture, salt, pilferage, vandalism, joyriding by intruders, or proximity to other goods or from their flammability.
- (v) Contain no drugs unless the Customer is licensed or otherwise lawfully imported in respect thereof, contraband, pornographic or other illegal matter.
- (vi) Are properly and sufficiently packed to ensure their safety and to allow mechanical handling without causing damage or danger.
- (vii) Are properly and sufficiently marked, documented (and carry at all times all required documents) and labelled for all shipping, cargo handling, dispatch, customs and like purposes, lashed and secured, in accordance with all of the relevant regulations applicable nationally and internationally, and shall indemnify the Carrier for all the consequences, liabilities, costs and expenses including the cost of cleaning, removal or disposal and fines or penalties of whatsoever nature and howsoever arising from the failure to properly label the Goods.
- (viii) Are properly marked with warnings as to the hazardous nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the goods or their contents in the event of the escape of anything injurious there from.
- (ix) Shall not, except for persons legally authorised and cleared to accompany the Goods, contain any person or human corpse, including but not limited to stowaways and illegal migrants. The Carrier shall be exempt from any liability in respect of such person or corpse and the consequences of the presence thereof. It will not be relevant whether the presence of persons or corpse in the Goods or Unit is known to the Customer or not.

(x) Are suitable for the performance of the Services by the Carrier. The Customer warrants that when Goods are presented in or on a Unit the lashing and securing of cargo or Goods inside / on that Unit is suitable, accurate, and consistent for the performance of the Services and in accordance with applicable regulations and good industry practice.

(xi) Are lawful in the ports of loading and discharge.

8. Cross-Border Traffic

The provisions under this heading form an integral part of these Terms and Condition. The said provisions have been so organised for convenience only, and are understood, interpreted and applied in connection with the entirety of the Terms and Conditions and in the context of the entirety of the scope of the Contract.

8.1. Definitions

In addition to the definitions set out in clause 1.1:

(a) "Customs Documents" means, amongst others, the documents and/or data and/or information (in any format that is customary and/or permissible by law) necessary or required by relevant customs authorities in the relevant jurisdiction(s) under applicable relevant legislation, rules and procedures for the fulfilment of Customs Procedures in respect of the movement, import, export, storage or transit of the Goods forming the subject-matter of the Contract with the Customer, such as (but without limitation or exclusion) either, all, or any combination of the following (depending on the specific circumstances):

- Export declaration, generally citing a MRN reference number
- Transit (T1) declaration, generally citing a MRN reference number
- Union (EU) (T2, T2L, T2LF) or UK status document
- Import declaration, generally citing a MRN reference number
- (Simplified) Frontier Declaration, generally citing a DUCR/MUCR reference number
- ATA Carnet
- TIR Carnet
- CMR
- CIM Consignment Note
- Import / Export Cargo Shipping Instruction issued to the freight forwarder
- Bill of Lading and / or Waybill
- Commercial invoices and packing lists
- Origin certificates (e.g. EUR.1, Form A, A.TR)
- Any other document or record-keeping that is used for transport and / or importing and/or handling and/or storing and/or exporting the shipment

(b) "Customs Procedures" refers to, amongst others, the processing, warehousing, storage, release, clearance, payment of customs duties/excise/tariffs, inspection, certification, processing of Customs Documents, the customs status of the Goods and / or the customs (suspension) procedure imposed or required by relevant customs authorities in the relevant jurisdictions, in relation to the import, export or transit of the Goods forming the subject-matter of the Contracts, such as (but without limitation or exclusion) either, all or any combination of the following (depending on the specific circumstances):

- Union (EU) status goods (either by origin or their release into free circulation in the EU)
- UK status goods (either by origin or their release into free circulation in the UK)
- Non-Union (non-EU) status goods (goods from outside the EU that have not been cleared for free circulation in the EU)
- Non-UK status goods (goods from outside the UK that have not been cleared for free circulation in the UK)
- External Transit Procedure (T1)
- Internal Transit procedure (T2, T2L, T2LF)
- Release for Free Circulation
- Customs Warehousing
- Inward Processing (IPR)
- Outward Processing (OPR)
- Export (EU / UK status goods)
- Re-export (non-EU / non-UK status goods)
- Temporary Storage
- Temporary Admission
- End-Use

8.2. Carrier's Limited Tasks

(a) Except for those limited customs-related tasks, Customs Documents, Customs Procedures and obligations the Carrier may be bound to perform by applicable law (and only to the extent that – and for as long as – such legislation requires), the Carrier shall not undertake any such customs-related tasks, Customs

Documents, Customs Procedures.

- (b) Neither shall the Carrier organise or be responsible for the organisation and/or payment of customs formalities, logistics, organisation or processes.
- (c) Limited tasks which the Carrier may be required to perform may include: notification to customs authorities of arrival of Goods, discharging Transit movements, confirmation of loading and/or exit, handling and sharing of messages from and to relevant (customs and/or port) authorities, Entry* Summary Declaration and Summary Declarations for Temporary Storage and/or Storage in Bonded Warehouse, relevant messages to relevant customs and/or port authorities, unless the Carrier is legally bound to undertake such tasks. In any event, the responsibility for, and costs related to, these tasks shall in all cases be borne by the Customer.

* Unless otherwise agreed in advance and in writing, it shall be the responsibility of the Customer (and not of the Carrier) to ensure or procure that the outbound/outgoing customs procedure always includes a Safety and Security declaration.

* It shall be the responsibility of the Customer (and not of the Carrier) to ensure that no Goods are delivered where the applicable Customs Procedure has expired.

8.3. Inspection of Goods – Moving of Goods

- (a) The Customer understands and accepts that Goods may be subject to inspections, checks and controls, Customs Procedures imposed/required by relevant authorities at any time during which the Goods are in the custody of the Carrier. The Customer understands and acknowledges that where so instructed by the relevant authorities, the Carrier may (amongst other things) break seals, open, unpack, move and allow access to the Goods.
- (b) The Customer understands and accepts that the relevant authorities may order or direct that the Goods be moved to another location (which may be within or outside the Terminal) for inspection, controls or Customs Procedures. In such cases, it is the Customer who shall be responsible for the cost and timely organisation of haulage to such other location. Where the Customer does not (or where the Carrier is not confident that the Customer will) timely organise such haulage, the Carrier may itself organise for such haulage – and the Customer's authority to the Carrier is hereby granted – for the collection and transport of the Goods to any instructed point of inspection, control or Customs Procedures; all of which shall be at the sole risk and cost of the Customer.
- (c) The Customer understands and accepts that the Carrier may also be instructed to change the customs regime of the Goods from temporary storage to bonded warehousing or any other relevant Customs Procedure and/or to store the Goods, and hereby authorises and mandates the Carrier to act (or have performed) on behalf of the Customer, and accepts all applicable charges in preparing and submitting any and all customs declarations as may be necessary.
- (d) All and any such measures above, as undertaken by the Carrier in complying with instructions of the authorities, shall be at the sole risk and cost of the Customer. The Carrier shall in no event be liable for the condition of Goods following such inspection or intervention by the authorities. Without prejudice to the generality of the indemnity provisions set out in clause 7.1 below, the Customer shall at first written request indemnify and hold the Carrier harmless from and against any and all charges, fines, claims, damages, liability imposed against, and all costs incurred by, the Carrier by the authorities arising from such inspection or intervention.

8.4. Customs Duties, Tariffs

- (a) The Customer alone (and not the Carrier) shall be liable for any duty, tax, levy, impost, fine settlement or outlay and all associated costs or damages of whatsoever nature claimed or imposed by any relevant authority for, or in connection with, the Goods and the connected Customs Procedures and Customs Documents. Therefore, it shall be the Customer who shall be liable and responsible for any payment, settlement of fines, expense, damage or loss incurred or sustained by the Carrier in connection therewith.
- (b) The Customer is well aware of the fact that the Carrier might be summoned by the relevant authorities to pay taxes such as import duties, excises, specific excises, or fine settlements and all additional costs and charges that might be caused as a result (direct or indirect) of the Customer's non-compliance with Customs Procedures, Customs Documents, import/ export formalities, mistaken or incomplete information provided to the relevant authorities, mistaken, incomplete, incorrect or false customs or import/export declarations, abandonment, damage, loss (including due to crime) or destruction of the Goods. Without prejudice to the generality of the indemnity provisions set out in clause 7.1, the Customer shall pay upon the Carrier's first written request all losses, damages and amounts, principal sum, interests and costs which the authorities require or sanction against the Carrier to pay and to compensate the Carrier for any resulting (direct or indirect) damage, cost or delay incurred.
- (c) Where the Customer does not pay any relevant authority or the Carrier on first written request, the Carrier shall have the right without any notice and without any responsibility or liability (i.e. and at the sole risk and cost of the Customer):
 - (i) to have the Goods moved to another location or carried back to their Terminal of departure or to another CLdN Group Terminal; (ii) to sell or otherwise dispose of the Goods in order to recover all costs, damage, loss and delays so incurred, and/or (iii) to exercise the lien set out in clause 6.6.

- (d) Clause 6.5 shall apply in full, and at the sole discretion of the Carrier, in respect of any exposure the Carrier considers it may have towards a customs claim.

8.5. Customer's Warranties

- (a) The Customer warrants the accuracy, sufficiency and completeness of all Customs Documents, Customs Procedures, data, documents and information furnished to the Carrier and/or to the relevant authorities by or on behalf of the Customer.
- (b) The Customer understands and acknowledges that the Carrier shall discharge its obligations, act upon and rely only on the basis of the documents and information provided by the Customer and that the Carrier shall not have the duty to inquire into or investigate the accuracy, sufficiency or completeness of any such documents or information. The Customer shall immediately inform the Carrier of any errors, discrepancies, incorrect statements, omissions in any Customs Documents, documents and information submitted to the Carrier and/or to the relevant authorities, including any and all supporting documentation as evidence.
- (c) Where information, Customs Documents, data or required submissions or declarations are furnished to the relevant authorities and/or to the Carrier by a third party and/or via a service provider or platform that is/ are contracted or mandated or otherwise utilised or relied upon by the Customer in discharging its Customs Documents and Customs Procedures obligations (for instance via a customs agent utilising Port Community System, Portbase, RX Seaport, or the like), the Customer:
 - (i) Shall remain at all times fully and directly responsible and answerable to the Carrier for the acts and/or omissions of such third party and/or service provider or platform as though such acts and/or omissions were those of the Customer itself;
 - (ii) Warrants that any information submitted on the Customer's behalf is and remains at all relevant times fully accurate and complete;

The Customer shall, in general, provide the Carrier with any and all information relevant to any Customs Documents and/or Customs Procedures, as (and in the manner) stipulated by the Carrier and/or by relevant law and national requirements, and as (and in the manner) stipulated by the Carrier for the Carrier's own processes as may be agreed with the relevant authorities periodically and/or as required for process improvements.

Under no circumstances shall the Carrier be responsible or liable for the (direct or indirect) consequences vis-à-vis (i) relevant authorities (for instance, without limitation, customs duties, tariffs, fines, penalties, additional handling costs) and/or (ii) third parties (for instance, without limitation, delay, non-delivery, additional handling costs) where the Customer fails to provide, or fails to provide in time, information, Customs Documents, data or required submissions or declarations, or where such information or documentation so provided is insufficient, inaccurate, erroneous or fraudulent.

- (d) The provision under (a) amongst other things relates to information that is or needs to be provided to any relevant authority, whether by the Customer or by the Carrier. The Customer shall provide, enter, complete, submit and transmit to any relevant authority, and within time-limits in force, all and any relevant and/or required Customs Documents, information, data, instructions, transactional documents for purposes of any Customs Procedure, phytosanitary and/or veterinary processes, or for other purpose whatsoever as may be required for import/ export clearance, and within the time period necessary so as to permit the Carrier to perform the Carriage of Goods and/or Terminal-Related Services without delay, hindrance, liability or additional cost. In addition, the Customer shall clearly and timely inform the Carrier that such obligation has been duly discharged and fulfilled.
- (e) The Customer alone shall be responsible for, and do its utmost to organise and fulfil, at its sole cost, all and any necessary Customs Procedures, Customs Documents, customs (export, import, transit) formalities, processes, logistics, organisation or arrangements, submissions and declarations (including as set out above), physical movement/transport to/from off-site inspections, or, generally, any other task or measure that is required in fulfilment of all legislation applicable to the export or import of the Goods.
- (f) The Customer alone shall be responsible for the payment of any customs duties, levies, VAT or other taxes, costs, all of which related to the import and export of the Goods or any Customs Procedure. In particular, but without limitation, the Customer shall ensure that the Goods to be transported on the Ship have customs declarations in place and/or pre-lodged with all relevant authorities before the Goods board the Ship and that the Goods are authorised and customs-cleared for export or import or any other Customs Procedure, such that the Carrier is able to perform the Services without delay, hindrance, liability or additional cost and in compliance with any applicable law.
- (g) The Customer shall maintain all commercial invoices and all other document of any type supporting its import/export clearance or any other Customs Procedure and compliance obligations in proper form and order, in all languages required by the laws of the relevant country of departure and/or arrival, and shall provide such documentation to the Carrier immediately upon request.
- (h) The Customer shall maintain all necessary records and documentation for the duration of time limits specified by applicable law (e.g. customs law, tax law). Whilst the Carrier may itself maintain records and documentation in respect of the Customer and Goods, the Carrier shall in no case be considered as a "record-keeper", and shall be under no obligation whatsoever to the Customer or to third parties vis-à-vis the Customer to act as "record keeper", except

limitedly if and when provided by law.

- (i) The Customer acknowledges that in performing its obligations, time shall be of the essence and it shall inform and keep the Carrier updated at all times in respect of the customs status of the Goods and provide at its own initiative all evidence in support thereof.

8.6. Specific Information to be Provided by Customer

- (a) At the time of conclusion of the Contract and at latest before entry of the Goods at the Terminal at the port of departure ("gate-in"), the Customer shall describe, define, provide and submit to the Carrier:
- (i) Port of entry, Port of exit, customs document type related to the export, re-export, outward processing relief, T1/T2, storage, handling or any other Customs Documents type; and
- (ii) Per consignment:
- Consignee: the customs party responsible for the declaration of this consignment: name, address, city + postcode, country, EORI number
 - Consignor: The responsible customs party, same data as consignee + EORI number
 - Notify (optional): The customs party that can be notified upon arrival, same data as consignee, e-mail address
 - Consigned Place (optional): Location where the consignment was created (UN location code)
 - Receipt Place: Location where the consignment is (UN location code) sent to
 - Document Type: The customs document type
 - Document Number: The customs document number (MRN), Document valid till (time) for specific documents, document valid to (place) for specific documents
- (iii) Per consignment item:
- Shipping marks: marks and numbers of the goods, number of packages
 - Type of Packages: UN coded type of package
 - Commodity code: HS-code / CN-code
 - Description: Gross weight in kilograms, net weight in kilograms, volume in cubic meters (if applicable, e.g. in respect of shipments destined for the United Kingdom), UN no. (if applicable), technical name (if applicable)
- (iv) All veterinary, sanitary, phytosanitary, human consumption, animal consumption information regarding the Goods as may be required to fulfil requirements at the port of loading and at the port of arrival.
- (b) Before the Goods leave the Terminal at the port of arrival, the Customer shall provide the following information to the Carrier:
- (i) MRN and document type related to the import, re-import, inward processing relief, T1/T2 or any other customs document type and confirmation that the procedure has been accepted by the relevant authorities.
- (ii) All veterinary, sanitary, phytosanitary, human consumption, animal consumption information regarding the Goods as may be required to fulfil requirements at the port of loading and at the port of arrival.
- (c) (i) The above information is required and relied on by the Carrier in order for the Carrier to discharge its legal obligation, in respect of imports/exports between certain jurisdictions, to submit an Entry* Safety and Security Declaration for Goods that are unaccompanied (e.g. driverless Units and Vehicles). Such obligation shall be performed by the Carrier as and when required of the Carrier by applicable law, and the Customer hereby expressly appoints the Carrier (and/or its nominee or subcontractor) to perform this obligation on the Customer's behalf.
- (ii) In respect of Goods that are accompanied (e.g. Units with drivers), unless otherwise agreed on a case-by case basis (and subject to conditions, such as proof/confirmation of submission by the Customer or haulier), the Carrier shall itself, all times take on the responsibility of submitting the Entry Safety and Security Declaration in respect of accompanied Goods on behalf of the Customer, for which purpose the Customer hereby expressly appoints and mandates the Carrier. This is despite the obligation to submit an Entry Safety and Security Declaration ordinarily resting with the haulier of the Goods (meaning that the submission of the Entry Safety and Security Declaration ordinarily rests with the Customer, ensuring and/or procuring that such Entry the Safety and Security Declaration is duly submitted by itself or by the haulier).
- * Unless otherwise agreed in advance and in writing, it shall be the responsibility of the Customer (and not of the Carrier) to ensure or procure that the outgoing customs procedure always includes a Safety and Security declaration.
- (d) Any form of "customs simplification" procedure shall not be automatically available to the Customer. The Customer shall first request the Carrier for

such simplified procedure and the Carrier shall have sole discretion, on a case-by-case basis, as to whether to accept/implement any such simplified procedure. Where the Carrier does accept/implement such simplified procedure, the consequences shall be at the sole and full (and unlimited) liability and responsibility of the Customer, and in any case such simplified procedure may be suspended or terminated at any time by the Carrier.

- (e) The Customer shall provide as part of the booking process, and the Goods shall be accompanied at all relevant times by, the required certification and/or TRACES (TRAde Control and Expert System), IPAFFS (Import of Products, Animals, Food and Feed System) and/or other compliance certification (for instance, without limitation, Excise Movement Control System (ECMS)) as required in the relevant jurisdictions. Customer shall confirm compliance with required inspection and issue of certification (and provide evidence thereof) within the relevant border inspection jurisdiction.

9. Carrier's Liability in Contract or in Tort – Exclusions of Liability

9.1. General Rules

- (a) The Carrier is not liable for any damage or loss of any nature whatsoever which occurs before the Goods enter the Terminal at the port of loading and after the Goods leave the relevant Terminal at the port of discharge.
- (b) The Carrier's liability period and limitations in respect of Goods differs depending on (namely, but without limitation) whether the Goods are subject to a Contract for Carriage of Goods or to a Contract for Terminal-Related Services, as further set out in clause 10(a), (b) and (c).
- (c) While the Goods are in the custody of the Carrier, the Carrier shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
- (d) Prior to the loading of the Goods on the Ship and subsequent to the discharge of the Goods from the Ship, the standard of duty of the Carrier, is to use reasonable endeavours, not to guarantee a specific result.
- (e) The Carrier shall only be liable for damage or loss to or in respect of the Goods caused by breach of Contract and/or any non-compliance with the instructions given in writing and in due time, and provided that such breach of Contract and/or non-compliance was caused by Gross Negligence of the Carrier. The burden of proof lies upon the Customer.
- (f) The Carrier shall perform the Services on a "said to contain" basis, whereby the apparent, visible condition of the Goods on receipt by the Carrier shall be as recorded in a condition report or contemporaneous video or photo recording (whichever system the Carrier may elect to use) made by the Carrier at the port of loading. A condition report or contemporaneous video or photo recording at the port of discharge shall be conclusive evidence as to the condition of the Goods on delivery. The Carrier shall not be liable for any damage or loss or delay resulting from any inaccuracy or inadequacy of the description, weight, number, measure, quantity, marks, value, condition, quality or contents of the Goods or defects in or overloading of Units or inadequacy of the securing, packing, sealing or stuffing of the Goods.
- (g) The Carrier's liability is limited to loss of and damage to the Goods. The Carrier is not responsible or liable for delay, consequential and indirect loss or damage, such as but not limited to loss of profit and business interruption.
- (h) In relation to new (i.e. new from OEM plant) or used (i.e. not new-production) Vehicles:
- The Customer has duly examined the properties and characteristics of the Terminal of loading and of discharge, and agrees and accepts that these suit its needs and expectations.
 - The Customer is satisfied with the level and quality of fencing, protection and surveillance.
 - The Customer accepts and exonerates the Carrier for all risks inherent to the parking of unpacked Vehicles on an open-air compound, in an industrial environment and will take out proper insurance.
 - The Carrier accepts no liability for deterioration of any sort of transport protection (such as, without limitation, wax- or wrap guard protection, body covers with zips, etc.) or for damage caused by such deterioration of transport protection.
 - The Carrier accepts no liability for loose items in or around the Vehicles, whether the "transport mode" of the Vehicles is engaged or not.
- (i) The Carrier shall not be liable for personal injury or loss of life, nor for loss or damage to luggage howsoever caused.
- (j) The Carrier shall not be liable for any damage or loss caused by or to any person, Goods or Ship during their stay on/at a Terminal beyond what is provided in these Terms and Conditions. The Customer shall be liable (and shall indemnify the Carrier) for any damage or loss caused by such person, Goods or Ship to the Carrier or to a third party.
- (k) The liability of the Carrier will be determined according to the following rules in the follow order of prevalence:
- (i) Firstly, these Terms and Conditions (which, in respect of a Contract for

Carriage of Goods, incorporate the Hague-Visby Rules);

(ii) Secondly, the Belgian (maritime) law and claims adjustment practise.

- (l) Exclusions and limitations of liability according to these Terms and Conditions shall apply to every claim against the Carrier whether such claim is based in contract or in tort.

9.2. Exclusions of Liability

- (a) The Carrier shall not be liable for damage or loss arising or resulting from unseaworthiness of the Ship unless caused by want of due diligence on the part of the Carrier to make the Ship seaworthy, and to secure that the Ship is properly manned, equipped and supplied, and to make the Ship in which the Goods are carried fit and safe for their reception, carriage and preservation at the beginning of the voyage.
- (b) Without prejudice to the foregoing and exclusions stipulated elsewhere in these Terms and Conditions, the Carrier shall not be liable for damage or loss arising or resulting (directly or indirectly) from:
- (i) Act, neglect, or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Ship;
 - (ii) Fire, unless caused by the actual fault or privity of the Carrier;
 - (iii) Perils, dangers and accidents of the sea or other navigable waters;
 - (iv) Hail, snowfall, flood, inundation, storm or lightning, unusual atmospheric circumstances, atmospheric or industrial fall-out, airborne contamination, exhaust fumes, rodent or vermin damage, bird droppings;
 - (v) Act of God or Force Majeure;
 - (vi) Act of government or regulatory act of authority;
 - (vii) Act of war, terrorism, vandalism, riot or civil commotion;
 - (viii) Act of public enemies;
 - (ix) Theft or other criminal offences or illegal acts not committed by a person within/staff of the Carrier;
 - (x) Arrest or restraint of princes, rulers or people, or seizure under legal process;
 - (xi) Quarantine restrictions and/or any social and public health measures imposed or required by relevant authorities and/or by relevant trade entities on the Carrier, on any entity within the CLdN Group, on relevant individuals (for instance, without limitation, quarantine of crews or of Terminal handlers), in relation to Goods and/or in relation to carriage or port operations;
 - (xii) Act or omission of the Customer;
 - (xiii) Strikes or lockouts or stoppage or restraint of labour, blocking from whatever cause, whether partial or general;
 - (xiv) Riots and civil commotions;
 - (xv) Breakdown in or interruption on communications and/or the use or operation (malicious or not) of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system, or otherwise any kind of cyber incident (malicious or not);
 - (xvi) Saving or attempting to save life or property at sea;
 - (xvii) Wastage in bulk of weight or any other damage or loss arising from inherent defect, quality or vice of the Goods, or from defects, derangement, break down, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Unit, provided that the Carrier shall before or at the beginning of the carriage exercise due diligence to maintain a refrigerated container in an efficient state, or from failure of points or parts of the Goods to which Lashings have been made or of damage to the Goods caused by Lashing(s) or by their having been lashed;
 - (xviii) Insufficiency of packing;
 - (xix) Insufficiency or inadequacy of marks;
 - (xx) Latent defects not discoverable by due diligence, ordinary wear and tear and deterioration inherent to open-air storage;
 - (xxi) Any other cause arising without the actual fault or privity of the Carrier, or without the fault or neglect of the subcontractors, agents or servants of the Carrier;
 - (xxii) Any damage or loss caused by reason, event or circumstance beyond the Carrier's control or which the Carrier cannot prevent by the exercise of reasonable diligence;
 - (xxiii) Any damage howsoever caused to Goods carried on deck with the Customers permission;
 - (xxiv) Delivery to any person other than Consignee, except in case of Gross Negligence;
 - (xxv) Loading and/or stowing and/or discharging manoeuvres performed by self-drivers;

(xxvi) Loss, delay or mishandling of any documents sent forward with the Ship and/or issued on receipt of the Goods.

- (c) The Carrier shall in no case be held responsible for any duty, tax, levy, impost, fine settlement or outlay and all associated costs or damage of whatsoever nature is claimed or imposed by any relevant authority in respect of Customs Procedures and Customs Documents.

10. Assessment of Damage and Loss – Applicable Limitations

- (a) Subject to the exclusions and limitations set out in these Terms and Conditions, the liability of the Carrier differs depending on whether such liability arises in respect of **Carriage of Goods** or in respect of **Terminal-Related Services**, as further set out below.
- (b) In respect of the **Carriage of Goods** – as defined in clause 1.1(b) – the liability of the Carrier shall start as from handover of the Goods to the Carrier ready for carriage but no earlier than twenty-four (24) hours before the scheduled departure of the Ship, throughout transportation, and until delivery of the Goods, but no later than twenty-four (24) hours from discharge of the Ship, as follows:
- Compensation for damage to or loss of the Goods (including in relation to new Vehicles) is limited to two (2) Special Drawing Rights (SDR, as defined by the International Monetary Fund) per kilo lost or damaged, or the amount dictated by the Hague-Visby Rules from time to time. This amount shall be converted into national currency on the basis of the value of that currency on a date the claim arose.
 - One Vehicle and/or one Unit and the cargo contained in it (as defined in these Terms and Conditions) shall be treated together as one package or unit for the purposes of Article IV, paragraph 5(a) of the Hague-Visby Rules.
- (c) In respect of **Terminal-Related Services** – as defined in clause 1.1(v) – the liability of the Carrier shall start from presentation of the Goods at Terminal if earlier than twenty-four (24) hours from the scheduled departure of the Ship until commencement of Carriage of Goods, and from the conclusion of Carriage of Goods until collection of the Goods by the Customer, as follows:
- Compensation for damage to or loss of the Goods (including in relation to new Vehicles) is limited to two (2) Special Drawing Rights (SDR – as defined by the International Monetary Fund) per kilo lost or damaged. This amount shall be converted into national currency on the basis of the value of that currency on a date the claim arose.
 - In any event, the liability of the Carrier is, unless otherwise expressly agreed, limited so that no compensation shall be paid for loss or damage exceeding fifty thousand (50,000) SDR for damage to Goods or, in case of damage to Vessels five hundred thousand (500,000) SDR, for each Incident. If such damage or loss has been incurred by several Customers and the damage amount exceeds fifty thousand (50,000) SDR or five hundred thousand (500,000) SDR respectively, then any compensation shall be proportionally distributed and as a matter of consequence each Customer is only entitled to a proportional compensation.
- (d) If the Carrier is liable for compensation in respect of total or partial loss of Goods, such compensation shall be calculated by reference to the value of the Goods at the place and time at which the Services were booked. For new Vehicles, the basis of reference is the production cost of the new Vehicle.

11. New Jason Clause – General Average

11.1. New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Customer shall jointly and severally 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.

11.2. General Average

- (a) General Average shall be adjusted according to York Antwerp Rules 1994 and as amended by any subsequent amendments or revisions of the said rules subsequent thereto and in force at the date the Ship leaves the port of loading and shall be prepared at the port of Carrier's option, by an established adjuster appointed by the Carrier.
- (b) Such deposit as the adjuster and/or the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be paid by the Customer to the Carrier or its agents prior to delivery and may be converted as at any time into any other currency as the Carrier shall think fit, at the risk of the depositor. In case of accident or salvage the measures and arrangements of the Carrier or the master shall be collectively and individually binding on the Customer. If a salving ship is owned or operated by the Carrier, salvage shall be paid for in full as if the said salving ship belonged to a third party.

12. Himalaya clause – Claims in Excess of Carrier's Contractual Liability

- (a) All Bills of Lading or contracts of carriage signed by or on behalf of the

Customer (i.e. with other carriers) shall include a clause providing that all rights, exclusions and limitations of liability contained therein for the benefit of the Customer can be relied upon by the Carrier.

- (b) The Customer undertakes that no claim whatsoever shall be made in relation to the Goods or the performance of the Services against any servant or agent of the Carrier. Every such servant or agent shall have the benefit of all provisions herein as if such provisions were expressed to be for its benefit, and in entering into this Contract the Carrier does so to the extent of those provisions, both on its own behalf and as agent and trustee for such servants, agents and subcontractors.
- (c) The Customer agrees to hold harmless and indemnify the Carrier, the employees and agents of the Carrier, and their subcontractors, and all other persons required to render services in relation to the Contract against all claims or demands whatsoever by whomsoever in excess of their liability as limited under (a) and (b).

13. Time for notifying Claims – Claims Procedure – Time Bar

(a) **In respect of claims arising during Carriage of Goods:** any claim by the Customer under the Contract must be notified in writing to the Carrier as provided in the CLdN "CLAIMS PROCEDURE" as applied by Carrier at time the claim is to be notified, and which can be found on www.cldn.com:

- (i) In case of visible damage or loss, upon delivery;
- (ii) In case of non-apparent damage or loss within and up to twenty-four (24) hours from delivery of the Goods.
 - Claimants shall comply with claims-principles resulting from the Hague-Visby Rules.
 - Any action whether in contract or in tort, against the Carrier is time-barred after the expiry of twelve (12) months following the date of the discharge of the Goods or following the date that the Goods should have been discharged, unless suit is brought before the competent court in the meaning of clause 16 of these Terms and Conditions.
 - Any claim not notified in writing and/or not submitted in accordance with the above procedure and/or not brought within the above periods shall be considered waived, extinguished and absolutely barred.

(b) **In respect of claims arising during Terminal-Related Services:** any claim by the Customer under the Contract must be notified in writing to the Carrier as provided in the CLdN "CLAIMS PROCEDURE" as applied by Carrier at time the claim is to be notified, and which can be found on www.cldn.com.

- Any action whether in contract or in tort, against the Carrier is time-barred after the expiry of twelve (12) months following the date of the Incident or following the date that the Goods were, or should have been delivered to the Terminal, whichever is the earliest, unless suit is brought before the competent court in the meaning of clause 16 of these Terms and Conditions.
- Any claim not notified in writing and/or not submitted in accordance with the above procedure and/or not brought within the above periods shall be considered waived, extinguished and absolutely barred.

14. Miscellaneous Provisions

(a) Any quotation the Carrier submits, is formulated on the condition that the calculated labour cost will not be adversely affected by labour cost increases as they might result from the safeguarding of employees' rights. Higher labour costs being so incurred and thus affecting our initial cost calculation, will be for account of the Customer.

(b) The non-applicability of one or several provisions of these Terms and Conditions shall not affect the applicability of the other provisions.

Both parties will immediately take the action necessary to replace the provision concerned by a valid provision which approximates the original intention of both parties as closely as possible.

(c) The fact that one of the parties would fail to react against the non-compliance of the contractual stipulations by the other party can never be considered by the other party to be a permanent waiver of the stipulation(s) under consideration.

(d) The Customer is required to regard as confidential all that it has come to know concerning the Carrier in the scope of the offer or quotation, the conclusion and the execution of the Contract, including the claims handling and to require the same of its employees and staff and of eventual third parties intervening in the same framework. This article aims at, but not exclusively, the data and the information regarding machines, installations, and parts of machines and installations which were developed by the Carrier. All communications and conversations, whether by telephone, e-mail correspondence or any other electronic information exchange medium, might be recorded, monitored, read by others than the intended recipient and/or archived to ensure compliance with regulatory procedures and the Carrier's quality standards and to provide evidence.

(e) Claims that the Customer might have against the Carrier are non-transferable to other parties, without a prior written authorisation from the Carrier.

(f) The Customer shall comply strictly with any anti-corruption law and/ or regulation that might apply to the Contract. No advantage, bribe, gift, payment, consideration or benefit whatsoever, which constitutes an illegal and/or corrupt practice in relation to the conclusion or the fulfilment of the Contract can or will be offered or made by the Customer, directly or indirectly to any person within/staff of the Carrier and/or any subcontracting party and/ or any third party.

15. Suspension – Termination

(a) The Carrier is entitled either to suspend the Services forthwith or to terminate the Contract at any time, either totally or partially, by means of a written notice, which shall have an immediate effect.

(b) The Carrier is, in any case, entitled either to suspend the Services forthwith or to terminate the Contract at any time, either totally or partially, by means of a written notice, which shall have an immediate effect, in the following (cumulative or alternative) circumstances:

- (i) The Customer is in breach of any of the provisions of the Contract and/or of these Terms and Conditions, and, provided the breach can still be remedied, fails to remedy such breach within a period stipulated by the Carrier in a notice given in writing requesting such remedy;
- (ii) The Carrier has good reason to believe that the Customer will not fulfil its obligations under the Contract;
- (iii) Any arrest or lien is executed upon any of the Goods or goods or property of the Customer;
- (iv) The Customer becomes insolvent, seeks creditor protection, offers to make arrangements with or for the benefit of its creditors or commits any act of bankruptcy or, being a limited company has a liquidator or receiver appointed of the whole or any part of its undertaking property or assets, or is declared bankrupt, or has decided to wind-up;
- (v) An order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Carrier);
- (vi) Substantial changes occur in the ownership or shareholding of the Customer;
- (vii) The Customer has offered any advantage, bribe, gift, payment, consideration or benefit which constitutes an illegal and/or corrupt practice in relation to the conclusion or the fulfilment of the Contract to any person within/staff of the Carrier;
- (viii) The Carrier is of opinion that a case of Force Majeure shall delay the execution of the Contract by too far an extent, or that this execution shall be too onerous to carry out or shall cause unreasonable difficulties for the Carrier. In case of Force Majeure affecting the obligations of the Customer, the latter is required to keep the Carrier informed by written means of the details and of the development of the situation giving rise to Force Majeure.

(c) In case of such a suspension or termination of the Contract, no compensation is due by the Carrier.

(d) Notwithstanding any such suspension or termination the Customer shall pay the Carrier at the Contract rate for all work done and equipment supplied up to and including the date of termination or suspension.

16. Law and Jurisdiction

(a) The Contract between the Carrier and the Customer is governed by Belgian law, and generally any legal or factual relationship between the Carrier and the Customer, either in contract or in tort, shall be governed by and interpreted in accordance with Belgian law.

(b) All disputes will be subject to the exclusive jurisdiction of the competent courts in Antwerp, Belgium.

(c) However, at the option of the Carrier, the Carrier may bring any claim or action in any otherwise competent jurisdiction of its choice.

v. 1 May 2022