

General Conditions of Carriage

These General Conditions of Carriage apply to every contract of carriage concluded with the Carrier Rederi AB Nordö-Link for the entire transport undertaken by the Carrier, whether evidenced by the issue of a document or not.

1. Definitions

“Carrier” means Rederi AB Nordö-Link, who has undertaken to perform or to procure the performance of the entire transport from the place of receipt or port of loading to the port of discharge or place of delivery, whichever respectively applicable.

“Contract of Carriage” means any contract concluded with the Carrier for the performance of the entire transport from the place of receipt or port of loading to the port of discharge or place of delivery as undertaken by the Carrier, whether evidenced by the issue of a document or not. Contract of Carriage includes these General Conditions of Carriage and any other terms and conditions agreed between the Carrier and the Merchant.

“Merchant” includes the Shipper (including Contracting and Actual Shipper), Receiver, Consignor, Consignee, holder of any document evidencing the Contract of Carriage, the Owner of the goods and anyone entitled to the possession of the goods.

“Article of Transport” includes but is not limited to, unless otherwise indicated, any vehicle, wagon/railcar, container, flat, pallet, trailer, transportable tank and similar items used for the consolidation of goods as well as timber packages.

“Goods” includes, unless otherwise indicated the Article of Transport as well as the contents thereof.

2. Conclusion of the Contract of Carriage

By booking the Merchant makes a binding offer to enter into a Contract of Carriage with the Carrier. Bookings may be made verbally, by telephone, in writing or on the internet. The Contract of Carriage will be effective only upon unconditional acceptance of the booking by the Carrier.

3. Freight

Unless otherwise agreed by the Merchant and Carrier, the freight shall fall due on or before loading. Freight is earned upon delivery of the goods to the Carrier and is to be paid in full in any event without the right of any set-offs, withholding, counter claim or other deduction of any kind. The freight is non-returnable, and any claims made more than thirty (30) days after the due date concerning the freight and charges shall not be taken into account.

If the particulars supplied by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or double the correct freight less the freight charged, whichever is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable. The liability to pay liquidated damages shall in no way affect Shipper's other responsibilities under the Contract of Carriage.

4. Voyage Regulations and Lien

Vehicles and other Goods must be in all respects ready for loading, carriage and discharging by the closing time for the respective Goods. The closing time for unaccompanied Goods and any dangerous

goods is 2 hours prior to the scheduled time of sailing and, for accompanied Goods, 1 hour prior to the scheduled time of sailing. In the event of later arrival, there are no right for carriage even if an advance booking was made. Drivers of vehicles and any other persons accompanying the Goods (hereinafter in these conditions jointly referred to as "Drivers") must obey all rules and follow all instructions issued by the Carrier or its agents. Drivers must not bring onboard hand luggage or any other personal luggage which may cause danger or inconvenience onboard the ship. Such luggage must be booked as cargo and transported in accordance with separate regulations.

If the Merchant has not taken delivery of the Goods within the time designated by the Carrier, and in any event within 14 days after discharge, the Carrier shall be at liberty to store the Goods on behalf of the Merchant at the latter's risk and expense, and, if not taken delivery of, to sell the same privately or by auction after 14 days.

The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his discretion for all freight, charges and expenses of whatever kind and nature due to the Carrier under the Contract of Carriage and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses of exercising such lien and such sale. Such lien and liability shall remain notwithstanding the Goods have been landed, stored, detained by third parties or otherwise dealt with. If on the sale of the Goods the proceeds fail to realize the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

5. Sub-Contracts

The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, discharging, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

6. Cancellation by the Carrier

In the event of unforeseeable or exceptional circumstances, such as unfavorable weather or water conditions, ice hindrances, inoperable port facilities, technical faults or breakdowns, radioactive contamination, riots, restraint of public authorities, any local or national industrial action, epidemics, all kinds of average and threat of any of the above, the Carrier may cancel the Contract of Carriage if a continued performance could entail risks. In such cases the freight already paid will be refunded to the Merchant. The Merchant is not entitled to any other compensation or damages for the cancellation.

7. Method and Route of Carriage, Alterations to Timetable

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall have deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of the vessel and crew, and the vessel may sail with or without pilots, undergo repairs, adjust equipment, drydock, be towed or tow vessels in all situations.

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the Goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the Goods

or part of them beyond their port of destination, and to transship, land and store the Goods either on shore or afloat and reshipe and forward the same at the Carrier's expense but at the Merchant's risk.

8. Dangerous Goods

Goods of dangerous nature shall only be shipped if a prior written consent of the shipment has been obtained from the Carrier. The Merchant shall comply with all internationally recognized requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of goods of dangerous nature, and shall in any event inform the Carrier in writing of the exact nature of the danger before Goods of a dangerous nature are delivered to the Carrier and indicate to him, if need be, the precautions to be taken. The Merchant is to certify, either on the shipping papers or in a separate declaration, that the Goods which he offers for shipment have been properly packed, marked, labelled and are in proper condition for carriage. Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation. The Merchant shall be liable for all expenses, loss, or damage arising out of their handing over for carriage or of their carriage. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

9. Insurance

The Merchant is advised to take out such accident and/or transport insurance e.g. marine cargo insurance with reference to the Contract of Carriage and these General Conditions of Carriage as will be deemed sufficient by the Merchant to provide cover against any risk.

10. Description of Goods

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy and sufficiency, at the time the Goods were taken in custody by the Carrier, of all information and particulars relating to the Goods including but not limited to the description of the Goods, marks, numbers, quantity and weight, as furnished by the Shipper and the Shipper shall, regardless of fault, indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit the Carrier's responsibility and liability hereunder to any person other than the Shipper.

11. Stowage and securing of Goods

The Shipper shall ensure that the content inside the Article of Transport provided for shipment are loaded, stowed, lashed, secured and protected adequately with regard to the strains that the Goods may be exposed to in transit, ashore or on board the vessel and that the Article of Transport is equipped with appropriate lashing and securing points accessible outside of the skeleton of the Article of Transport. The Shipper warrants to the Carrier that the Goods to be carried are loaded, stowed, lashed, secured and protected for safe carriage by sea and the Shipper shall, regardless of fault, indemnify the Carrier against any loss, damage and expense arising or resulting from improper loading, stowage, lashing, securing or protection.

The Carrier is entitled, but not obliged, to open at any time any Article of Transport consolidated and prepared for conveyance by

the Merchant in order to inspect such Article of Transport and its contents. If any Article of Transport as aforesaid is opened and/or inspected by any Customs or other Government Authority at any time the costs and expenses of opening and/or inspection as aforesaid shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections. The Merchant is obliged to correct at his risk and expense any inadequacy or defect found failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant's disposal at any place. In such case the Carrier is entitled to full freight and indemnification as described above in this Clause.

12. Liability of the Carrier

Basic liability

The Carrier shall be liable for loss of or damage to the Goods caused by personal fault or neglect of the Carrier or anyone for whom the Carrier is responsible for provided that the damage occurred between the time the Carrier received the Goods into its custody and the time of the delivery. Placing the Goods at the disposal of the consignee or arranging storage of the Goods with a third party on behalf of the consignee shall constitute delivery of the Goods.

Unless agreed otherwise, for accompanied Goods, the Carrier receives the Goods into its custody from the moment the Driver leaves the Goods onboard the ship and the Goods are delivered when the ship has moored at the discharging port and the Goods are accessible for the Driver. Unless agreed otherwise, for other Goods, the Carrier receives the Goods into its custody from the moment the Goods are delivered and released by the Shipper to the trailer yard designated by the Carrier in the loading port and the Goods are delivered when the Consignee collects them from the trailer yard designated by the Carrier in the discharging port.

The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- a.) the navigation or management of the ship or;
- b.) Fire, unless caused by the actual fault or privity of the Carrier.

Delay

Times shown in timetables, sailing plans or elsewhere are approximate and not guaranteed. They are not to be considered part of the Contract of Carriage and are subject to change without notice.

The Carrier accepts liability for consequential or direct loss, other than loss of or damage to the Goods, only in so far as mandatory rules to this effect are applicable. In such case delay in delivery of the Goods shall be considered as existing only if it is proved that delivery of the Goods has not been made within a time limit that is reasonable with regard to all circumstances of the case.

The Amount of Compensation

The Carrier's liability is limited to 667 SDR for each package or other unit of the goods or 2 SDR for each kilogram of the gross weight of the Goods lost, damaged or delayed. The limit of liability which results in the highest liability shall be applied.

When the Carrier is liable for compensation in respect of loss of or damage to or delay of the

Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the Contract of Carriage or should have been so delivered.

The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

The Carrier's liability for any other damage or loss is excluded unless provided otherwise in the mandatory provisions of applicable law. If the Carrier is held liable in respect of loss or damage other than loss of or damage to or delay of the Goods, the liability of the Carrier shall be limited to the freight for the transport or to the value of the Goods, whichever is the lesser.

Defenses and Limits for the Carrier and Servants

The defences and limits of liability provided for in these General Conditions of Carriage shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract, in tort or in any other legal theory.

If any action for loss or damage to the Goods is brought against a servant, agent or independent contractor, including stevedores or any other sub-contractor of the Carrier, such person shall be entitled to avail himself of the defences and limits of liability, which the Carrier is entitled to invoke under these General Conditions of Carriage, as if they were expressly made for their benefit and in entering into any Contract of Carriage the Carrier does so not only on his own behalf but also as agent and trustee for such persons who shall to this extent be or be deemed to be parties thereto.

In any case the aggregate of the amounts recoverable from the Carrier and his servants, agents or independent contractors, including stevedores and any other sub-contractor of the Carrier, shall in no case exceed the limits provided for in these General Conditions of Carriage.

13. The Carrier's liability in the event of personal injury and loss of or damage to hand luggage

Finnlines Plc's and Rederi AB Nordö-Link's Standard Conditions of Carriage for passengers, their luggage and accompanying vehicles applicable at the time of the carriage shall apply to Drivers and their hand luggage.

14. Carriage of motor vehicles

Operating manuals must be provided prior to shipment to the Carrier for all unaccompanied motor vehicles in English. The manuals must also be easily available in the motor vehicle. All motor vehicles must be secured by parking break for the voyage by the Driver. If motor vehicles have to be moved due to breakdown or lack of fuel, the Carrier is free from all liability and the Merchant shall reimburse any costs and expenses caused by the breakdown or lack of fuel. All sensitive parts should be packed and protected by the Shipper and the Carrier is not liable for dents, stains or scratches in the interior or the exterior of the vehicle.

15. Carriage of reefer units

The Merchant is responsible for setting and adjustment of temperature and testing the functionality of refrigerating or heating machines (including thermostatic or ventilating control unit) attached to Articles of Transport.

The Carrier will supply power to the refrigerating or heating machines during the sea carriage provided that it has been agreed in writing in advance. The Carrier does not accept liability for the consequences of malfunctioning or wrong temperature of refrigerating or heating machines (including thermostatic or ventilating control unit) attached to Articles of Transport. The Merchant is responsible for ensuring that the refrigerating or heating machines are compatible with the ship's electricity.

16. Carriage of live animals

The Carrier is not liable for loss of or injury to live animals arising from the particular risks inherent in such carriage.

17. Deck Cargo

The Merchant and Carrier agree that the Goods can be carried on deck. The Carrier is not liable for loss of or damage to the Goods or delay in delivery resulting from any special risk inherent in deck carriage.

18. General Average

General Average shall be adjusted at any port or place at the Carrier's option, and to be settled according to York - Antwerp Rules 1994, as amended, whether carried on or under deck. The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

19. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO is considered incorporated herein.

20. Invalidity of Any Terms

Should any term or condition of these General Conditions of Carriage deviate from the mandatory provisions of applicable law such provision is null and void only to the extent of such deviation but no further. The nullity of such a term or condition does not affect the validity of the other terms and conditions of these General Conditions of Carriage or the Contract of Carriage.

21. Notice of Loss or Damage and Time Bar

Notice of loss of or damage to the Goods and the general nature of it is to be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or, if the loss or damage is not apparent, within three consecutive days thereafter.

Unless notice is given within the prescribed period, it will be presumed that the damage or loss was not caused in connection with carriage by the Carrier and that the Carrier is not responsible for it.

All liability whatsoever of the Carrier shall cease unless suit is brought within twelve months after of the delivery of the Goods or of the date when the Goods should have been delivered

22. Applicable law and Jurisdiction

The Contract of Carriage under these General Conditions of Carriage and the General Conditions of Carriage shall be governed by and construed in accordance with Swedish law without regard to principles and rules on conflict or choice of laws. All disputes arising out of or in connection with the Contract of Carriage or these General Conditions of Carriage shall be determined exclusively by the District Court of Malmö as the first instance.

Malmö, October 2018