

22.12.2017

## **GENERAL TERMS OF SALE AND SERVICES ("General Terms")**

### **PART I**

#### **GENERAL TERMS AND CONDITIONS**

##### **1. Applicability of the General Terms, Standard Conditions, Reefer Conditions and severability**

In accepting the offer (and/or subsequent contract of carriage) the Shipper acknowledges having accepted all terms and conditions as set forth herein, including and incorporating the General Terms including Standard Conditions (as attached) and Reefer Conditions (as attached), and hereby expressly waives the applicability, whether by law, statutes or by reference to other trade terms or otherwise, of any other terms and conditions of sale or carriage. Hierarchy of applicability of the terms and conditions (i) the Contract of Carriage (ii) Offer (iii) General Terms of Sale and Services (iv) Standard Conditions of Carriage as valid from 1 January 2001 ("Standard Conditions") (v) Booking Conditions for transport of reefer and heated units ("Reefer Conditions") (vi) Line's Unit Container Transport Terms (LU). If any term, condition, part or provision of the Offer and/or subsequent Contract of Carriage is, by reason of fact or law, invalid, that term, condition, part or provision is to be severed from the valid terms, conditions, parts or provisions and the invalidity is not to affect the enforceability of any other term, condition, part or provision of the Offer and/or subsequent Contract of Carriage. Invalid or unenforceable terms, conditions, parts or provisions shall be replaced by enforceable ones, giving effect to the parties' intention within the economic framework of the Offer and or subsequent Contract of Carriage.

##### **2. Law and jurisdiction**

See clause 4 of the Standard Conditions.

##### **3. Extent of the Services**

(1) Maritime liner shipping services and/or (2) Additional services in the ports or to/from hinterland- ("The Services") provided by the Carrier covers the period during which the Goods are in the custody of the Carrier in the port of loading or discharge or in hinterland, whichever is applicable, in accordance with the agreed Shipping Terms of the Carrier in force at the time of giving the offer or any subsequent modification thereof.

##### **4. Volumes of Goods**

See particularly clauses 1, 15,16, 17.4, 21, 22 and 25 of the Standard Conditions. Any volumes of Goods informed to be shipped and provided by the Shipper are based on best due diligent estimation of the volumes, volumes of which are non-binding upon the Shipper.

##### **5. Freight**

See particularly Standard Conditions clause 17 and tariffs offered by the Carrier at any given time.

##### **6. Taxes and levies**

All freights, fees, additional, surcharges and other charges are quoted free of any withholdings, taxes, whether direct or indirect or whether known or not, levies, port dues, registration fee etc. imposed by the applicable legislation and/or by authorities, which, if any, shall always be charged in addition to the quoted freights, fees, additional, surcharges and other charges.

The Shipper confirms having provided the Carrier with all such information as the Carrier who has undertaken to perform or to procure to perform the entire transport may need for being able to comply in all respects with the VAT Directive CD 2006/112/EC as amended by CD 2008/8/EC and any applicable VAT legislation. The Shipper shall indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such information.

##### **7. Customs**

The Shipper is obliged to inform the Carrier of the customs status (EU code) of the Goods (including any content inside) required by the respective Customs for vessel's manifest.

The Shipper is responsible for obtaining and maintaining all necessary export, transit and import permissions and licenses as may be required by any national or international import or export prohibition or restriction including but not limited to any restriction or prohibition imposed by the European Union, the United Nations, the United States or any state where the vessel is calling. By making a booking shipper confirms that the Goods or the parties involved in the shipping or financing of the Goods are not subject to any restrictive measures imposed by the European Union, the United Nations, the United States or the Russian Federation.

##### **8. Liability of the Carrier**

The liability of the Carrier is determined by the terms and conditions of the Standard Conditions and the mandatory provisions of the applicable law and international conventions.

##### **9. The liability of the Shipper**

See Standard Conditions particularly clauses 10, 16, 21, 22 and 25.

Stowage and securing of the content inside the article of transport (see definition clause 1 of Standard Conditions)

The Shipper will ensure that the content inside the article of transport provided for shipment is loaded, stowed, lashed and secured adequately with regard to the strains that the Goods may be exposed to in transit, 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.

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In order to simplify the mutual claims handling procedure and settling practice no claim, where the damage and / or loss ("Damage") is under EUR 400, shall be submitted to the carrier, except in cases, where the Damage is indisputably caused by negligence of the carrier.

## 10. Documentation

The carriage of each shipment of Goods is evidenced by the Carrier issued document of transport, Liner Way Bill ("LWB") or Bill of Lading ("B/L") or Freight Ticket (FT), in the form as attached to these General Terms.

## Non-documentation and liability

The Parties may agree, to simplify and rationalize the documentary procedure and the logistics, that no document of transport is issued for a particular or all of the shipments. The Parties agree that each shipment of Goods are however subject to "as if the document of transport, for that shipment had been issued by the Carrier". The Contract of Carriage in question is subject to these terms of the Contract, the General Terms and the Standard Conditions had the Carrier issued a document of transport for the carriage of that shipment of Goods instead. In case the Shipper is not the consignee, then the Shipper accepts the Standard Conditions not only on his own behalf but also for and on behalf of the consignee and/or the owner of the shipment of Goods in question, whichever applicable, and warrants that he has authority to do so. The contractual relationship between the Carrier and the consignee, if other than the Shipper, is determined by the terms and conditions of the Contract of Carriage, incorporating Standard Conditions, and evidenced by the issued document of transport or not as above and by the mandatory provisions of any applicable law.

## 11. Partnership

Nothing in the Contract of Carriage or in the General Terms shall constitute or shall be deemed to constitute a partnership, joint venture or cooperation of any kind between the Parties hereto.

## PART II

### MARITIME LINER SERVICE

#### 1. Timetables and transit times

See Standard Conditions clause 12.

The Carrier provides maritime liner services in accordance with the pre-published timetables. The departure times, transit times, arrival times or sailing plans are approximate and not guaranteed. They are not considered to be part of the Contract and are subject to change without notice.

**Closing time** is time expressed in hours before the announced departure time of the vessel. The Goods for shipment have to have been arrived and to be declared by the Shipper in the port loading in order that the Goods are loaded on board the vessel for the intended departure. Goods having arrived and / or

declared after the Closing time will be entered in the waiting list and are loaded in order of arrival subject to space available.

#### 2. Non-utilization of agreed space

The Carrier reserves the right to collect deadfreight for the goods booked by the Shipper and confirmed by the Carrier for the non-utilised reserved cargo space at the Carrier's tariff as from time to time in force.

No-show fee of EUR 150 per unit shall apply to non-utilized cargo space of booked trailers and lorries in case the booking has not been cancelled by the Shipper no less than 2 hours before the ship's departure, in Germany-Russia traffic no less than 4 hours before the departure.

#### 3. Surcharges

The freights are quoted free and without any by Carrier applied surcharges.

##### 3.1. Bunker Adjustment Factor ("BAF") and sulphur surcharges

###### Bunker Adjustment Factor

All freight rates are exclusive of bunker surcharge, BAF. The surcharge is based on the mix of IFO380 (75%) and MGO (25%) price notation in Rotterdam, as published by Platts (subject to international convention in force).

BAF is based on average bunker prices of the observation period. The observation period of the bunker prices is one calendar month.

The amount of the surcharge is based on the following table, where the bunker price index is calculated as described above. The surcharge is valid until there is a change in the average bunker prices to validate an adjustment. A notice of changed surcharge is given to the customers and / or published on Finnlines' website on the first business day of the month. The new bunker surcharge will be valid on the 7th day of the month.

For Russia related traffics, please go to <https://www.finnlines.com/freight/good-know/bunker-surcharge/bunker-surcharge-russia-related-traffics>

1. The average prices of IFO380 (75%) and MGO (25%) of the observation period per 1000 kg in EUR
2. Baltic Sea / trailers, lorries; EUR / lane metre
3. Baltic Sea / other cargo; North Sea / all cargo; per cent of the freight

| 1.    |    | 2.    | 3.      |
|-------|----|-------|---------|
| 127.5 | -> | -6.72 | -13.23% |
| 135.0 | -> | -6.40 | -12.60% |
| 142.5 | -> | -6.08 | -11.97% |
| 150.0 | -> | -5.76 | -11.34% |
| 157.5 | -> | -5.44 | -10.71% |
| 165.0 | -> | -5.12 | -10.08% |
| 172.5 | -> | -4.80 | -9.45%  |

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|  |    |       |        |
|--|----|-------|--------|
| 180.0  | -> | -4.48 | -8.82% |
| 187.5  | -> | -4.16 | -8.19% |
| 195.0  | -> | -3.84 | -7.56% |
| 202.5  | -> | -3.52 | -6.93% |
| 210.0  | -> | -3.20 | -6.30% |
| 217.5  | -> | -2.88 | -5.67% |
| 225.0  | -> | -2.56 | -5.04% |
| 232.5  | -> | -2.24 | -4.41% |
| 240.0  | -> | -1.92 | -3.78% |
| 247.5  | -> | -1.60 | -3.15% |
| 255.0  | -> | -1.28 | -2.52% |
| 262.5  | -> | -0.96 | -1.89% |
| 270.0  | -> | -0.64 | -1.26% |
| 277.5  | -> | -0.32 | -0.63% |
| 285.0  | -> | 0.00  | 0%     |
| 292.5  | -> | 0.32  | 0.63%  |
| 300.0  | -> | 0.64  | 1.26%  |
| 307.5  | -> | 0.96  | 1.89%  |
| 315.0  | -> | 1.28  | 2.52%  |
| 322.5  | -> | 1.60  | 3.15%  |
| 330.0  | -> | 1.92  | 3.78%  |
| 337.5  | -> | 2.24  | 4.41%  |
| 345.0  | -> | 2.56  | 5.04%  |
| 352.5  | -> | 2.88  | 5.67%  |
| 360.0  | -> | 3.20  | 6.30%  |
| 367.5  | -> | 3.52  | 6.93%  |
| 375.0  | -> | 3.84  | 7.56%  |
| 382.5  | -> | 4.16  | 8.19%  |
| 390.0  | -> | 4.48  | 8.82%  |
| 397.5  | -> | 4.80  | 9.45%  |
| 405.0  | -> | 5.12  | 10.08% |
| 412.5  | -> | 5.44  | 10.71% |
| 420.0  | -> | 5.76  | 11.34% |
| 427.5  | -> | 6.08  | 11.97% |
| 435.0  | -> | 6.40  | 12.60% |
| 442.5  | -> | 6.72  | 13.23% |
| 450.0  | -> | 7.04  | 13.86% |
| 457.5  | -> | 7.36  | 14.49% |
| 465.0  | -> | 7.68  | 15.12% |
| 472.5  | -> | 8.00  | 15.75% |
| 480.0  | -> | 8.32  | 16.38% |
| 487.5  | -> | 8.64  | 17.01% |
| 495.0  | -> | 8.96  | 17.64% |
| 502.5 and higher, BAF surcharges accordingly |    |       |        |

### Sulphur surcharge

Sulphur surcharge is charged separately in addition to the bunker surcharge according to the following table.

**Group 1:** trailers and lorries; EUR / lane metre according to the length used for the agreed freight.

**Group 2:** empty trailers and lorries; EUR / lane metre according to the length used for the agreed freight.

All other cargo groups, **10 per cent of the freight**

|                              | Group 1 | Group 2 |
|------------------------------|---------|---------|
| HansaLink                    | 6,00/m  | 3,00/m  |
| Germany ro-ro                | 5,50/m  | 2,75/m  |
| Rostock-Helsinki             | 4,50/m  | 2,25/m  |
| Aarhus-Helsinki              | 6,50/m  | 3,25/m  |
| Aarhus-Rostock               | 2,00/m  | 1,00/m  |
| Hanko-Rostock                | 4,50/m  | 2,25/m  |
| Poland                       | 4,00/m  | 2,00/m  |
| Helsinki-Russia              | 3,00/m  | 1,50/m  |
| Paldiski-Russia              | 3,00/m  | 1,50/m  |
| North Sea                    |         |         |
| UK-Finland                   | 9,50/m  | 4,75/m  |
| UK-Russia                    | 10,00/m | 5,00/m  |
| UK-Netherlands, Belgium      | 3,00/m  | 1,50/m  |
| Netherlands, Belgium-Finland | 8,00/m  | 4,00/m  |
| Netherlands, Belgium-Russia  | 10,00/m | 5,00/m  |
| Spain-Netherlands, Belgium   | 8,00/m  | 8,00/m  |
| Spain-Finland                | 12,50/m | 6,25/m  |
| Spain-Russia                 | 13,50/m | 6,75/m  |
| TRE                          | 10,00/m | 5,00/m  |

### 3.2. Reefer and heated Units

In addition to the terms and conditions of these General Terms and Standard Conditions, the Reefer and heated Units are transported subject to the special terms and conditions contained in the "Booking Conditions for transport of reefer and heated units". Before accepting the receipt of the Unit the Shipper has to fill the Booking and reporting Form for reefer and heated units and send it by any means of communication to the Carrier or his agent for acceptance.

Plug-in surcharge on board will be debited as per tariffs offered by the carrier at any given time.

### 3.3. Additional freight for oversize Units

|               |                         |
|---------------|-------------------------|
| 2.61 – 3.00 m | +25% on the basic rate  |
| 3.01 – 3.50 m | +50% on the basic rate  |
| 3.51 – 4.00 m | +75% on the basic rate  |
| 4.01 – 4.50 m | +100% on the basic rate |
| 4.51 –        | a.p.a.                  |

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### 3.4 IMO surcharge

See clause 21 of the Standard Conditions.

Applicable IMO surcharges are separately itemised in the Offer or subsequent Contract of Carriage.

#### Surcharges for trailers, lorries and containers

| Class | IMDG-Code Classification  | Trailers and lorries, EUR / unit | Containers, EUR / unit |
|-------|---|----------------------------------|------------------------|
| A     | 1.1 + 1.2 + 1.3 + 1.4 (excl. 1.4S) + 1.5 + 1.6  | 510.00                           | 510.00                 |
| B     | 2.1 + 2.3 + 5.2   | 190.00                           | 130.00                 |
| C     | 2.2 + 3 + 4.1 + 4.2 + 4.3 + 5.1 + 8   | 150.00                           | 130.00                 |
| D     | 1.4S + 2 + 6.1 + 9 + any goods in limited and expected quantities according to IMDG code definition (excl. e.g. class 7 etc.) | 100.00                           | 65.00                  |
| E     | 6.2 + 7 and Carbon Disulphide   | a.p.a. only                      | a.p.a. only            |

For units containing less than 2500 kg of IMDG classified cargo and empty uncleaned tank containers in return the above scale less 50% to apply for classes B, C and D. Reduction not applicable to Class A. Return rebate provided that laden shipment effected through the Carrier.

**Note:**

Shipment of Class E commodities, wastes, irrespective of class, radioactive materials and empty packagings having contained radioactive materials shall be subject to separate agreement.

### Surcharges for break bulk cargo and minimum surcharges

| Class | IMDG-Code Classification  | Basic rate  | Minimum surcharge/transport document, EUR |
|-------|---|-------------|---|
| A     | 1.1 + 1.2 + 1.3 + 1.4 (excl. 1.4S) + 1.5 + 1.6  | +200%       | 510.00                                    |
| B     | 2.1 + 2.3 + 5.2   | +100%       | 255.00                                    |
| C     | 2.2 + 3 + 4.1 + 4.2 + 4.3 + 5.1 + 8   | +50%        | 130.00                                    |
| D     | 1.4S + 2 + 6.1 + 9 + any goods in limited and expected quantities according to IMDG code definition (excl. e.g. class 7 etc.) | +20%        | 105.00                                    |
| E     | 6.2 + 7 and Carbon Disulphide   | a.p.a. only |   |

In case the Shipper presents a certificate proving the non-radiation of empty packagings, no surcharge will be applied.

**Note:**

Shipment of Class E commodities, wastes, irrespective of class, radioactive materials and empty packagings having contained radioactive materials shall be subject to separate agreement.

Consent to shipment must be obtained from the Carrier or the Agent of the vessel.

### 3.5 Port charges

Public Charges, Port dues, registration and ISPS fees will be charged by valid tariff of the respective port in force from time to time.

## PART III

### ADDITIONAL SERVICES IN THE PORTS OR TO / FROM HINTERLAND

- Gate service in the port of loading and or in the port of discharge, see special information on the content of Gate-term. This service is included in the respective services under sub-section 2.4 and/or 2.5.
- Plug-in services for reefer and heated Units in the port of loading/discharge, see "Booking Conditions for transport of reefer and heated units"
- Monitoring services for reefer and heated Units in the port of loading/discharge, see "Booking Conditions for transport of reefer and heated units"
- Pre-carriage from the place of receipt to the place of delivery, see particularly Standard Conditions clauses 11.3, 13 and 26
- On-carriage from the place of receipt to the place of delivery, see particularly Standard Conditions clauses 11.3, 13 and 26