The Provisions set out in this document are based upon NORTH SEA STANDARD CONDITIONS OF CARRIAGE, 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14 (1), 21 and 22 having been altered. These Standard Conditions shall apply to every contract concluded with the Carrier for the performance of the entire transport as undertaken by the Carrier, whether evidenced by the issue of a document or not.

I GENERAL PROVISIONS

1 Definitions
   «Carrier» means the party who has undertaken to perform or to procure the performance of the entire transport from the place of receipt or port of delivery to the port of discharge or place of delivery, whichever respectively applicable.
   «Merchant» includes the Shipper (including Contracting and Actual Shipper), Receiver, Consignor, Consignee, Holder of any document evidencing the Contract of Carriage and the Owner of the goods.
   «Article of Transport» includes, unless otherwise indicated, any vehicle, wagon, trailer, 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.
   «TariFF» includes the terms and conditions of any railway tariff relating to the Goods prior to and after the sea carriage.

2 Tariff
   The terms of the Tariff applicable at the date of shipment are incorporated herein. Copies of the relevant provisions of the Tariff are available from the Carrier upon request. In the event of inconsistency between these Standard Conditions and the Tariff, the former shall prevail.

3 Time Bar and Notice of Loss in Combined Transport
   All liability whatsoever of the Carrier shall cease unless suit is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered, unless notice of loss or damage to the Goods and the general nature of the Goods is 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 deliver them. For the loss or damage not appearing, within six consecutive days thereafter, such removal shall be prima facie evidence of the delivery of the Carrier of the Goods as described on receipt.

4 Law and Jurisdiction
   Disputes arising under or in relation to the Contract of Carriage shall be determined at the option of the Plaintiff by the competent court and subject to the provisions of these Standard Conditions in accordance with the law in:
   a) the principal place of business or, in the absence thereof, the habitual residence of the Defendant;
   b) the place where the Contract of Carriage was made provided the Defendant has a place of business, branch or agency through which the Contract of Carriage was made;
   c) the place where the Goods were taken in charge by the Carrier or the place designated for delivery or the place where the Goods were actually delivered.
   No proceedings may be brought before any other court unless the Parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

II PERFORMANCE OF THE CONTRACT

5 Sub-contracting
   1 The Carrier shall be entitled to sub-contract any terms on the whole or any terms, the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and all and any duties whatsoever undertaken by the Carrier in relation to the Goods.
   2 For the purpose of the Contract of Carriage and subject to the provisions in these Standard Conditions, the Carrier shall be responsible for the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage.

6 Methods and Routes of Transportation
   1 The Carrier shall be entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.
   2 In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, dry-dock and assist vessels in all situations.

7 Carrier’s Consolidation, Carriage of Articles of Transport on or under Deck.
   1 Goods may be consolidated by the Carrier in Articles of Transport.
   2 Articles of Transport, whether paid for or received by the Carrier in a consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

8 Delivery
   If the Merchant does not take delivery of the Goods within a reasonable time after the Carrier calls upon him or his agent to do so, and in any event within two weeks after discharge, the Carrier shall be at liberty to store the Goods on behalf of the Merchant at the Merchant’s risk and expense subject, if requisite, to the lien provisions of Clause 18 hereof. Such storage shall constitute delivery for the purpose of section III of these Standard Conditions.

9 Hindrances etc. Affecting Performance
   1 The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.
   2 If at any time the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatever kind including strike and/or lockout, the Carrier may, in his discretion, either:
      a) terminate the performance of the Contract of Carriage;
      b) deliver the Goods at the place designated for delivery.
   In any event the Carrier shall be entitled to full freight for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III CARRIER’S LIABILITY

10 Basic Liability
   1 The Carrier shall be liable for loss of or damage to the Goods occurring during the time when he has the Goods in his charge and the time of delivery.
   2 The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:
      a) the wrongful act or neglect of the Merchant, or
      b) compliance with the instructions of the person entitled to give them.
      c) The lack or insufficiency of or defective condition of packing in the case of Goods, which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.
      d) Handling, loading, stowage, unloading or discharging of the Goods by or on behalf of the Merchant.
      e) Inherent vice of the Goods.
      f) Insufficiency or inadequacy of marks or numbers on the Goods.
      g) Strikes or lock-outs or stoppage or restrictions of labour from whatever cause whether partial or general.
      h) Fire, unless caused by the actual fault or privity of the Carrier.
      i) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
   3 Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall not be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.
   4 The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (h) or (i), under sub-clause (2) of Clause 10, shall be on the Carrier, unless it can be proved that the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (h) of sub-clause (2), it shall be presumed that it was so caused. The Merchant shall, however, be required to prove that the loss or damage was not in, fact, caused wholly or partly by one or more of the causes or events.

11 The Amount of Compensation
   1 When the Carrier is liable for compensation in respect of loss or of damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Merchant in accordance with the Contract of Carriage or such other value as may have been so delivered.
   2 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 price prevailing at the time and place of delivery of such Goods or at such other time and place as may be mutually agreed.
   3 In combined transport, where the stage of carriage, where loss or damage occurred, is not known, or is known, but no international convention or national law is applied by virtue of Clause 13, compensation shall not exceed the normal value of the lost or damaged part of the Goods lost or damaged. A SDR means Special Drawing Right as defined by the International Monetary Fund.
   4 Higher compensation may be claimed only when the value of the Goods declared by the Consignor is exceeded. The limits laid down shall not apply, with regard to the liability of the Carrier, has been stated in the Document evidencing the Contract of Carriage for the purpose of extending his liability. In that case the value declared shall be substituted for the aforementioned limits.

12 Delay, Consequential Loss etc.
   1 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.
   2 The Carrier accepts liability for consequential losses, other than loss 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 not clearly unreasonable with regard to all circumstances of the case.
   3 If the Carrier is held liable for the loss or damage of Goods other than loss or damage to the Goods, the liability of the Carrier shall be limited to the freight for the transport or to the value of the Goods as determined in Clause 11, whichever is the lesser.

13 Special Provisions and Paramount Clause
   1 Notwithstanding anything provided for in Clauses 10-11 of these Standard Conditions if it can be proved where the loss or damage occurred, the Carrier, and/or the Merchant shall, to the extent of the liability to be, entitled to such rule of law be determined by the provisions of any international convention or national law, which provisions
      a) cannot be departed from by private contract to the detriment of the claimant and
      b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a Bill of Lading or any particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier's liability extend to animals and/or Goods that are stated to be carried on deck and are so carried.
   In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea by virtue of the foregoing provisions of this Clause the Carrier shall be liable to the extent that the Hague Rules contained in the International Convention for the Unification of Certain Rules of Carriage by Sea relating to Bills of Lading, signed at Brussels on 25th August 1924, as amended by the Protocol of Montreal at Brussels on 23 February 1965 and the protocol in relation to SDR’s signed at Brussels on 21 December 1979 from the time the Goods are received at the sea terminal in the port of loading to the time the Goods are delivered or despatched from the sea terminal in the port of discharge. The aforesaid shall also determine the liability of the Carrier in respect of coastwise carriage and/or carriage by inland waterways if such carriage was carriage by sea. Furthermore all such Articles of Transport on deck, as described in sub-clause (2) of Clause 7, shall be carried under the same liability as stated above.

14 Defences and Limits for the Carrier and Servants etc.
   1 The defences and limits of liability defined in these Standard Conditions shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.
   2 If any action for loss or damage to the Goods is brought against a servant, agent or independent contractor, including stevedores or any of those referred to in sub-clause (2) of Clause 5, such person shall be entitled to avail of the defences and limits of liability, which the Carrier is entitled to invoke under these Standard Conditions, as if they were expressly made for their benefit and in entering into any Contract of Carriage the Carrier does not only do his own but also as agent and trustee for such persons who to this extent be or be deemed to be parties thereto.
   3 In any case the aggregate of the amounts recoverable from the Carrier and his servants, agents or independent contractors, including stevedores and any of those referred to in sub-clause (2) of Clause 5, shall in no case exceed the limit provided for in these Standard Conditions.

IV DESCRIPTION OF GOODS

15 Carrier’s Responsibility
   The documentation evidencing the Contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as herein described in respect of the particulars which the Carrier had reasonable means of checking.
In respect of such particulars proof to the contrary shall not be admissible when the Document has been transferred to a third party acting in good faith.

16 Shipper’s Responsibility

The Carrier has a right to have guaranteed to him the Carrier the accuracy, at all the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity and weight, as furnished by the Shipper and he shall indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inaccuracy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the Shipper.

V FRET AND LIEN

17 Freight

Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered, interest at 1 per cent per month, or, in the event of material delay for freight and charges, interest at 1 per cent per day, for every day that the Goods are delayed from the date when freight and charges are due.

The Carrier shall not be liable to the stipulations concerning in currency which the freight and charges are to be paid, rate of exchange, deviation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulations exists or is applicable the following clause to apply: if the rate of exchange in which freight and charges in a particular currency is to be paid has increased in proportion to the extent of the deviation of the said currency.

In case the Carrier has consented to payment in another currency than the above mentioned currency, then all freight and charges shall — subject to the preceding paragraph — be paid at the highest selling rate of exchange as on the day on which the Carrier last received the Goods.

If any bank is closed on the day when the freight and charges are paid the rate to be used will be the one in force on the last day when the banks were open.

In the event of increase in price for fuel all freight rates may be adjusted in order to compensate the Carrier for increased fuel and lubricating costs as from the date of such increase.

For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

If the Carrier is not satisfied that the goods are in accordance with the cargo description and the box or container mark and the manifest and any deviations from them have not been permitted he may require 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, to be paid by the Merchant, or his agents, to the Carrier, in compensation for the damages to the Carrier, notwithstanding any other sum having been stated as payable by the Merchant.

The Carrier is not liable for payment of all freight, charges and demurrage etc. payable at destination, which the Carrier cannot obtain from the Receiver.

18 Lien

The Carrier shall have a lien on the Goods and the right to sell to 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 incurred in the event of any legal or equitable proceedings in respect of the Goods.

The lien of the Carrier shall continue against the shipper after the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realize the amount of Carriage and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses incurred in the event of any legal or equitable proceedings in respect of the Goods the carrier shall have the right to obtain from the shipper or any third party acting in good faith the difference between the proceeds of the sale and the Carriage and other amounts as described above, together with interest thereon at the rate of 1 per cent per month, or, in the event of material delay for freight and charges, interest at 1 per cent per day, for every day that the Goods are delayed from the date when freight and charges are due.

The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the Shipper.

VII SPECIAL AND LOCAL CLAUSES

24 Deck Cargo not covered by Clause 7.2

Goods which are stated in the Document evidencing the Contract of Carriage to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea as a result of force majeure or other acts or omissions of the Carrier or negligence or any other cause whatsoever.

25 Inspection of Articles of Transport

The Carrier is entitled, but not obliged, to open, at any time an Article of Transport, and to inspect and examine the Goods contained therein, or any part thereof, or to suspend carriage or any other operation in respect of the Goods, as the Carrier shall consider necessary in order to prevent loss or damage to the Goods or any other person as a result of any port decision or other decision of any authority or Government Authority at any time the costs and expenses of opening and 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 Carrier shall indemnify the Carrier for all consequences arising from such operation or suspension of any other operation or inspection.

The Merchant is entitled to correct at his risk and expense any inadequacy or defect found failing which the Carrier shall be 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.

26 Carriage governed by any of the Nordic Maritime Codes

1 In so far as the provisions of the Danish, Finnish, Norwegian or Swedish Maritime Code are applicable to the carriage of Goods by sea it is expressly stated that such carriage by sea is subject to the provisions of the International Convention for the Unification of Certain rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 [the Hague/Visby Rules], and the protocol in relation to SDR’s signed at Brussels on 21 December 1979 and that any term(s) or condition(s) in these Standard Conditions of Carriage or in the Contract of Carriage deviating from the provisions of the Hague/Visby Rules or from the compulsory provisions of the Danish, Finnish, Norwegian or Swedish Maritime Code to the detriment of the Consignor, Shipper or Consignee are null and void and to the extent that it deviates, directly or indirectly, from the provisions of the Hague/Visby Rules or the applicable Danish, Finnish, Norwegian or Swedish Maritime Code. The nullity of such a term or condition does not affect the validity of the other terms and conditions of these Standard Conditions of Carriage or the Contract of Carriage

2 With respect to live animals and deck cargo stated to be carried on deck in the Document evidencing the Contract of Carriage and actually carried on deck, in so far as the provisions of the Danish, Finnish, Norwegian or Swedish Maritime Code are applicable to the carriage of Goods by sea, the Carrier shall be 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.

27 Local Clauses

1 The Nederlands and Belgium.

2 The Merchant to pay any surtax on cargo for French ports

3 Morocco, Algeria and Tunisia: Taxe de Peage, All Ports in Morocco, Algeria and Tunisia “Droits d’embarquement ou de debarkagement sur la marchandise (Taxe de Peage) to be paid by the Merchant.

4 Russia and CIS Countries: Should the Merchant be requested to take provisions of the Foreign Currency Tax Rules or the applicable Russian, Finnish, Norwegian or Swedish Maritime Code. The nullity of such a term or condition does not affect the validity of the other terms and conditions of these Standard Conditions of Carriage or the Contract of Carriage.

28 Special Rules on Industrial Waste

The Transport of Goods covered by the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention on 22 March 1989) are carried only subject to prior approval of such a carriage from the Carrier.

29 The terms of these Standard Conditions of Carriage differ from the compulsory stipulations in any International Convention or national law, which in case of dispute are applicable, the compulsory stipulations in the said convention or law shall prevail, only, however, in such respects as the terms differ but no further.