# **Booking and reporting form**



Name in block letters

for reefer and heated units FI-00181 HELSINKI, FINLAND Business ID 0201153-9, Domicile Helsinki, Finland Vessel Port of loading Port of discharge Note:
1. Part one to be filled in by the Shipper or to be entered by the Carrier based on information received from Shipper, in which case the Carrier does not accept any liability for the correctness of the information. Emergency contacts/Consignee/Notify address (e.g. telephone/id. number) 2. Part two to be filled in on board the verseel.

3. This booking is subject to Carrier's Standard Conditions of Carriage, extract of Booking Conditions and Standard Conditions of Carriage, see overleaf Signed by the Shipper (see note) Place and Date Details and instructions in emergency situations and/or malfunction of unit. IMO Hazard Class/Division Unit No. marks and number, packages, description of the goods, gross weight,  $\ensuremath{\mathsf{m}}$  , Temperature reading to F<sup>0</sup>  $\mathsf{F}^\mathsf{O}$ Co Temperature range limits Set of thermostat Co be maintained during temperature during transportation Lowest Highest transportation Co F<sup>0</sup>  $F^0$ Co Port of loading: Extra service required ashore against extra charge Plug in Monitoring Shipper to contact Carrier's stevedore for ordering Port of discharge: Extra service required ashore against extra charge Plug in Monitoring Shipper or Consignee to contact Carrier's stevedore for ordering REMARKS To be filled in on board in cases of malfunction Flines 76/1.2005/cargo (ELfcrs.ifd) Date of discharge Signature Port of discharge, delivered to: (name)

This booking and the subsequent contract of the carriage of the goods specified overleaf are subject to the terms, conditions, exceptions and limitations set out in the Carrier's Standard Conditions of Carriage. In the event inconsistency between these booking conditions and the Carrier's Standard Conditions of Carriage the latter shall prevail.

### Booking Conditions for transport of reefer and heated units

Finnlines Plc (\*the Carrier\*) offer to carry reefer/heated units (\*Unit\*) or \*Article of Transport\*) on board their ships based on the following booking conditions in addition and otherwise in accordance with the terms and conditions of the \*Standard Conditions of Carriage\*, see particularly clause 22.

#### A. Details to be stated when booking space for Unit on board ships

- 1. When space for the Unit is booked, the Carrier shall be given the following details, if applicable, on the »Booking and report form for reefer and heated units»:
- 1.1 the temperature reading to be maintained during transportation and the allowed range of the temperature readings (lowest and highest)
- 1.2 set of the thermostat temperature
- 1.3 instructions for action to be taken by Carrier if the lowest and/or highest limit is exceeded
- 1.4 instructions how the Unit's compressor/aggregator is connected to and disconnected from the ship's electricity network
- 1.5 instructions to Carrier for the events that the Unit's compressor/aggregator does not start on board in the port of loading or the compressor/aggregator stops during the voyage
- 1.6 instruct by ticking the appropriate box on the front page the Carrier whether any extra service plug in and/or monitoring against extra charge is required in the port of loading and/or in the port of discharge respectively
- 1.7 the name of the company/person including contact data during and after office hours, in case certain measures have to be taken in accordance with items 1.4–1.6.

### B. To be observed before loading the Unit on board and measures to be taken before and after loading

- 1. For reasons of safety, it is prohibited to use the combustion engine in the Unit to run the compressor/aggregator during the time when the Unit is on board the ship either in port or at sea.
- 2. Whilst on board only the ship's electricity, provided by the Carrier to the Unit with a connection cable, is used to run the compressor/aggregator for refrigerating or heating.
- 3. Before delivering the Unit for carriage, the Shipper is to ensure that the electric connection plug on board is suitable for the electric plug of the Unit, which is to be in good working condition, the Unit's earthing is in order, the compressor/aggregator also works with electricity, the thermostat is set and the cargo thermometer reading is within the given temperature readings and that the Unit and the cargo are in all respects ready and fit for the intended voyage.

The Carrier accepts no liability for the correctness of the stated and/or set transport temperature readings.

The Shipper acknowledges that the Carrier is not aquainted with the operation of the Unit's refrigerating or heating machinery or the repairing of the machinery either ashore or on board.

- 4. Unless otherwise agreed between the Carrier and the Shipper, the Unit has been received for carriage in the port of loading when the Carrier or party acting for him has taken the Unit in charge.
- 5. The Carrier is not obliged to accept for carriage any Unit found to be defective in the port of loading nor any cargo which is not fit for carriage in respect of its nature, condition or temperature or which in the Carrier's estimation will not sustain carriage.
- 6. Before the Unit's compressor/aggregator is connected to the ship's electricity network the Carrier checks the temperature to be maintained and the set of temperature reading of the thermostat. Once the Unit is connected the Carrier starts the compressor/aggregator and checks that it is running.

If a Shipper's representative accompanies the Unit, it is his duty to check the temperature to be maintained and the set of temperature reading of the thermostat before the Unit's compressor/aggregator is connected to the ship's electricity network. After the Unit's connection to the ship's electricity network the Shipper's representative starts the compressor/aggregator and checks that it is running

7. In case the temperature to be maintained or the set of the thermosat temperature does not correspond to the reading given by the Shipper then the Carrier does not take the Unit in charge.

Should the Unit's compressor/aggregator not start, the Unit is unloaded from the ship, at Shipper's cost, if this can be carried out without loss or inconvenience to the ship's operation and/or to the Carrier.

The Carrier informs the contact person referred to in item A. 1.7 soonest of the possible defiencies of the Unit and/or its unloading.

8. The Carrier does not alter the set of thermostat temperature and/or any other setting, including but not limited to continuous-settings, unless the Shipper has given unambiguous instructions to alter the set of temperature reading and/or any other setting or it is imperative to do so in order to avoid immediate damage to or loss of the cargo in the Unit.

The Carrier accepts no liability for the correctness of the instructions given by the Shipper to alter the thermostat reading and/or any other setting nor for the correctness of the temperature or the maintenance of the cargo temperature inside the unit.

9. During the ship's voyage the Carrier keeps a record of the temperature readings of the Unit's thermometers. The readings are entered in the record book, in accordance with normal practice, at regular intervals at least four and at most six times in 24 hours, depending on the stated nature of the cargo in the Unit and the length of the sea voyage. Temperature checkings for IMO hazardous cargo units are made every 4–6 hours.

If a Shipper's representative accompanies the Unit, it is his duty to monitor the refrigerating or heating machinery of the Unit during the sea voyage at times reserved for this purpose by the Carrier.

- 10. In the port of discharge, the Unit is disconnected from the ship's electricity network. Unless otherwise stipulated in the Contract of Carriage, the Unit is considered to be delivered to the Consignee after being discharged from the ship when the Carrier or party acting for him has delivered the Unit in the yard/area reserved for Units.
- 11. The Carrier is entitled to subcontract or transfer the extra services required by the Shipper either in the port of loading or in the port of discharge to any third party.

#### C. Carrier's report

- The Shipper or the Consignee has the right to obtain, upon separate request, an extract of the record of the Unit's temperatures kept by the Carrier.
- 2. The Carrier informs, without separate request, the contact person referred to in item A. 1.7 of deficiencies or faults he has noted in the compressor/aggregator or thermostat of the Unit.

#### D. Consignee's and Shipper's obligations and liabilities

The Consignee, ultimately the Shipper, is liable for any loss, damage, delay, costs or expenses incurred or suffered by the Carrier and caused by such measures which the Carrier has taken with regard to the Unit and/or cargo.

## Extract of Standard Conditions of Carriage of January 1st, 2001

#### Clause 22.

#### Shipper's Consolidation, Reefer and Heating Machines

- 1. If an Article of Transport has not been consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clause 10 and 13 hereof, not be liable for damage to or loss of the Goods therein nor for damage to or loss of the Article of Transport itself and the Merchant shall indemnify the Carrier for any loss, damage or expenses incurred by the Carrier, if such loss, damage or expense is attributable to a) overloading, negligent or inadequate consolidation, securing, covering or locking of the Article of Transport b) the Goods being unsuitable for carriage in the Article of Transport actually used c) the unsuitability or defective condition of the Article of Transport, unless the Article of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Article of Transport of the Carrier accepted the Article of Transport of the carriage
- The Carrier does not accept liability for the consequences of malfunctioning of refrigerating or heating machines (including thermostatic or ventilating control unit) attached to Articles of Transport.
- 3. The Merchant undertakes not to deliver for carriage any Goods which require refrigeration, ventilation or any special attention without previously giving written notice of the particular temperature range to be maintained by the Carrier on the thermostatic or ventilating control unit. The Merchant undertakes that he has checked the thermostatic or ventilating control unit and that it is properly and exactly set before receipt of the Goods by the Carrier. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligations and further does not guarantee the maintenance of any intended temperature inside the Article of Transport.