

Valid from 01.01.2023

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

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

PART I

GENERAL TERMS AND CONDITIONS

1. Applicability and severability

In accepting the Offer (and/or its subsequent Contract of Carriage) the Shipper also acknowledges having accepted all terms and conditions as set forth herein, including and incorporating these General Terms together with Standard Conditions (as referred or attached) and Reefer Conditions (as referred or attached), and hereby expressly waives the applicability, whether by law, statutes or 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 shall then be as follows: (i) 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"); and (vi) Line's Unit Container Transport Terms ("Container Terms").

If any term, condition, part or provision of the Offer and/or the 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 the 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 the subsequent Contract of Carriage.

2. Law and jurisdiction

See clause 4 of Standard Conditions.

3. Extent of 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 time period during which the Goods are in the custody of the Carrier from the port of loading to the port of discharge, including the agreed Services 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 Standard Conditions. Any volumes of the Goods informed and provided to be shipped by the Shipper are based on best due diligent estimation of the transported volumes, which are non-binding upon the Shipper.

5. Freight

See particularly charging rules for the freight and other charges under clause 17 of Standard Conditions and applicable tariffs offered by the Carrier at any given time.

Basic sea freight for trailers, lorries, and self-propelled machines will be charged to next full/half (0.5) metre.

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 fees, 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 irrespective of whether known by the Carrier at the time the Offer was made.

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 losses, damages and expenses 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 the vessel's manifest.

The Shipper is responsible for obtaining and maintaining all necessary export, transit and import permissions and licenses as may be required to accompany the Goods by any national or international import or export prohibitions or restrictions. These restrictions or prohibitions may, *inter alia*, be imposed by the European Union, the United Nations, the United States or by the jurisdiction of any other country where the vessel is sailing or calling. By making a booking the Shipper assures that the Goods or the interested parties involved in the respective shipping or possible 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 Carrier

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

9. Liability of Shipper

See Standard Conditions and in particular clauses 10, 16, 21, 22 and 25 thereof.

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With regard to stowage and securing of the content inside the article of transport (see this definition as per 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.

In order to simplify the mutual claims handling procedure and settling practice, no claim, where the claimed 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 the Goods is evidenced by the Carrier issued transport document, Liner Waybill ("LWB"), 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, in order 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 the Goods is 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 the terms of the respective Contract of Carriage itself, these General Terms, and Standard Conditions, similarly to had the Carrier issued a specific document of transport for the carriage of that shipment of the Goods instead.

In case the Shipper is not the consignee, then the Shipper accepts 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 the Goods in question, whichever applicable, and warrants that the Shipper has authority to do so. The contractual relationship between the Carrier and the consignee, if the consignee is other than the Shipper, is determined by the terms and conditions of the respective Contract of Carriage, which are also incorporating Standard Conditions, and by the mandatory provisions of any applicable law, and regardless of whether the Contract of Carriage is evidenced by the issued document of transportation or following the hereinabove described procedure.

11. Partnership

Nothing in the Contract of Carriage or in these General Terms shall constitute or shall be deemed to constitute a partnership, joint venture, agency or other established form of cooperation between the Parties hereto.

PART II

MARITIME LINER SERVICE

1. Timetables and transit times

See clause 12 of Standard Conditions.

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

Closing Time is the time expressed in hours before the announced departure time of the vessel. The Goods for shipment must have arrived and been declared by the Shipper in the port loading at the set time in order that the Goods are loaded on board the vessel for the intended departure. Any Goods having arrived and/or declared after the Closing Time will be entered in the waiting list and are loaded in order of their arrival subject to space available.

2. Non-utilization of agreed space

The Carrier reserves the right to collect dead freight 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 transport unit shall apply to and be charged for non-utilized cargo space of booked trailers and lorries in case the respective booking has not been cancelled by the Shipper no less than two (2) hours before the vessel's departure, in Germany-Russia traffic no less than four (4) hours before the departure.

3. Surcharges and fees

The freights are quoted free and without any by the Carrier applied surcharges, fees or other extra costs and charges.

3.1. Bunker surcharge

All freight rates are exclusive of bunker surcharge, BRF. This surcharge is based on the mix of ULSFO (75%) and MGO (25%) price notation in Rotterdam, as published by PLATTS Bunker Wire.

The observation period of the fuel prices is one (1) calendar month.

The amount of surcharge is based on the following table, where the bunker price index is calculated as described above. The surcharge is valid until there is such a change in the average bunker prices during the observation period that it validates an adjustment according to the table. The surcharge is then adjusted on the first (1st) working day of the calendar month, and a notice of change is given to the customers and/or published on Finnlines'

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website. The new bunker surcharge will be valid on the seven (7th) day of the calendar month.

This clause 3.1 of bunker surcharge may be changed whenever there are significant changes in relevant factors impacting on bunker prices (principally on the basis of annual evaluation).

The actual bunker surcharge will be defined in percentage terms of the freight prices, except for trailers and lorries in the traffic of Baltic Sea where EUR/lane metre basis will be used for the calculation.

See for the table below.

1. The average price of ULSFO (75%) and MGO (25%) per 1000kg in EUR
2. Baltic Sea: Trailers, lorries EUR/lane metre
3. Baltic Sea: Other cargo, per cent of freight price
4. North Sea: All cargo, per cent of freight price

1	2	3	4
127.5	-6.72	-13.23%	-13.23%
135.0	-6.40	-12.60%	-12.60%
142.5	-6.08	-11.97%	-11.97%
150.0	-5.76	-11.34%	-11.34%
157.5	-5.44	-10.71%	-10.71%
165.0	-5.12	-10.08%	-10.08%
172.5	-4.80	-9.45%	-9.45%
180.0	-4.48	-8.82%	-8.82%
187.5	-4.16	-8.19%	-8.19%
195.0	-3.84	-7.56%	-7.56%
202.5	-3.52	-6.93%	-6.93%
210.0	-3.20	-6.30%	-6.30%
217.5	-2.88	-5.67%	-5.67%
225.0	-2.56	-5.04%	-5.04%
232.5	-2.24	-4.41%	-4.41%
240.0	-1.92	-3.78%	-3.78%
247.5	-1.60	-3.15%	-3.15%
255.0	-1.28	-2.52%	-2.52%
262.5	-0.96	-1.89%	-1.89%
270.0	-0.64	-1.26%	-1.26%
277.5	-0.32	-0.63%	-0.63%
285.0	0.00	0%	0%
292.5	0.32	0.63%	0.63%
300.0	0.64	1.26%	1.26%
307.5	0.96	1.89%	1.89%
315.0	1.28	2.52%	2.52%
322.5	1.60	3.15%	3.15%
330.0	1.92	3.78%	3.78%
337.5	2.24	4.41%	4.41%
345.0	2.56	5.04%	5.04%

352.5	2.88	5.67%	5.67%
360.0	3.20	6.30%	6.30%
367.5	3.52	6.93%	6.93%
375.0	3.84	7.56%	7.56%
382.5	4.16	8.19%	8.19%
390.0	4.48	8.82%	8.82%
397.5	4.80	9.45%	9.45%
405.0	5.12	10.08%	10.08%
412.5	5.44	10.71%	10.71%
420.0	5.76	11.34%	11.34%
427.5	6.08	11.97%	11.97%
435.0	6.40	12.60%	12.60%
442.5	6.72	13.23%	13.23%
450.0	7.04	13.86%	13.86%
457.5	7.36	14.49%	14.49%
465.0	7.68	15.12%	15.12%
472.5	8.00	15.75%	15.75%
480.0	8.32	16.38%	16.38%
487.5	8.64	17.01%	17.01%
495.0	8.96	17.64%	17.64%
502,5	9,28	18,27%	18,27%
510,0	9,60	18,90 %	18,90 %
517,5	9,92	19,53 %	19,53 %
525,0	10,24	20,16 %	20,16 %
532,5	10,56	20,79 %	20,79 %
540,0	10,88	21,42 %	21,42 %
547,5	11,20	22,05 %	22,05 %
555,0	11,52	22,68 %	22,68 %
562,5	11,84	23,31 %	23,31 %
570,0	12,16	23,94 %	23,94 %
577,5	12,48	24,57 %	24,57 %
585,0	12,80	25,20 %	25,20 %
592,5	13,12	25,83 %	25,83 %
600,0	13,44	26,46 %	26,46 %
607,5	13,76	27,09 %	27,09 %
615,0	14,08	27,72 %	27,72 %
622,5	14,40	28,35 %	28,35 %
630,0	14,72	28,98 %	28,98 %
637,5	and higher, BRF surcharges accordingly		

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 Reefer Terms. Before accepting the receipt of any such unit, the Shipper has to fill the Booking and Reporting Form for the reefer and heated units requested to be transported and send this Form by any means of communication to the Carrier or his agent for acceptance.

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Plug-in surcharge on board the vessel 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. (as per agreement)

3.4 IMO surcharges

See clause 21 of Standard Conditions.

Applicable IMO surcharges are separately itemised in the Offer or in the 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 as well as for empty uncleaned tank containers will be granted in return trip a price reduction of fifty (50%) percent of the above detailed scale in Class B, C and D. This reduction of price shall not be applicable to Class A. The return rebate will also be provided only on condition that laden shipment has been effected through the Carrier.

Note:

When transporting LBG or LNG fuelled trailers or other LBG/LNG transport units, the Shipper is obliged to check and adjust the gas pressure to such a low level prior to the transportation that the respective transport unit's fuelling system is generally resistant to sea voyage and that the transport unit's safety valves/pressure relief valves can control the pressure in the fuelling system without releasing any gases/liquids outside the system and unit during the sea carriage part of the transportation.

Surcharges for break bulk cargo and minimum surcharges

Class	IMDG-Code Classification	Basic rate	Minimum surcharge/
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			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 an empty transportation unit and/or other empty packagings having contained radioactive materials, no radioactive based surcharge will be applied to such shipment.

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.

As a precondition of all shipments for IMDG classified cargo, an express consent to each shipment must be obtained in advance from the Carrier or the agent of the vessel to be used for such transportation.

3.5 Port charges

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

3.6 Breakbulk and general cargo

Regarding shipments for breakbulk and general cargo, all freights and other charges, as well other terms and conditions provided for any Services are subject to (i) appropriate drawings of the Goods (always indicating shape, lifting and lashing points); (ii) proper technical specifications of the Goods (always indicating weight and measurements); (iii) sufficient lashing points for the Goods; (iv) that it is possible to load the Goods on 2,5 metres wide standard mafi-rolltrailers or other standard transport units as defined by the Carrier; and (v) that the shipment is complying with all further terms and details given for breakbulk cargo by the Carrier.

Unless differently specified by the Carrier, each shipment is further made on condition that all transported Goods are capable of being lifted, stacked, shuffled and/or otherwise handled by the Carrier's standard operating procedure and cargo handling equipment. The Shipper shall, either via the consignor or otherwise, be liable for providing the written lifting instructions with each unit of the transported Goods.

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3.7 Demurrage fees

Break bulk cargo on Carrier's transport units

Regarding demurrage fees applicable to break bulk cargo and transport units of the Carrier, the freight includes equipment hire of a Line's unit, roll trailer, cassette or flat for the sea transport with a maximum of three (3) consecutive calendar days before the loading of the Goods and two (2) consecutive calendar days after the discharge of the Goods.

For any additional time the Shipper is charged with an equipment hire, which is EUR 20 for each roll trailer/cassette/flat and EUR 120 for each special roll trailer per calendar day (regardless of the length of the delay). For clarity, special roll trailers are units with length of more than 40 feet or payload of 100 tonnes or more.

Cargo stuffed in Carrier's transport units

CY and Gate Terms:

days 1 – 4	free of charge
days 5 – 14	EUR 12.00/TEU/day
days 15 – 44	EUR 16.00/TEU/day
days 45 ≥	a.p.a.

Door Terms:

days 1 – 7	free of charge
days 8 – 14	EUR 12.00/TEU/day
days 15 – 44	EUR 16.00/TEU/day
days 45 ≥	a.p.a.

PART III

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

1. Gate services 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 4 and/or 5 hereinbelow.
2. Plug-in services for reefer and heated units in the port of loading/discharge, see the booking conditions for transport of reefer and heated units under Reefer Terms.
3. Monitoring services for reefer and heated units in the port of loading/discharge, see the booking conditions for transport of reefer and heated units under Reefer Terms.
4. Pre-carriage services from the place of receipt to the place of delivery, see in particular clauses 11.3, 13 and 26 under Standard Conditions
5. On-carriage services from the place of receipt to the place of delivery, see in particular clauses 11.3, 13 and 26 under Standard Conditions

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