FINNLINES GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

PART I

GENERAL PROVISIONS

1 Purpose and Scope of Application

1.1 Carrier's deliveries, operations and offers for the Services are closely based on these General Terms and other Standard Conditions of Carrier. Carrier's Standard Conditions are an integral and inseparable part of all contracts which Carrier concludes with its customers for the Services.

1.2 These General Terms shall also respectively apply to all contracts concluded with Carrier for the performance of the Maritime Transport Services for carriage by sea and/or therewith combined other means of transportation.

1.3 Any terms and conditions of business of Customer, or amendments and supplements to these General Terms or other Standard Conditions of Carrier, require Carrier's consent in order to be valid. For clarity, Carrier does not recognise any terms and conditions of Customer which conflict or deviate from Standard Conditions, unless and to the extent Carrier has explicitly agreed to their validity in the respective Offer/Contract of Carriage.

1.4 Carrier's Standard Conditions shall also apply if Carrier carries out the delivery of the Goods to Customer without reservation in the knowledge that Customer's general terms and conditions are contrary to or deviate from the Standard Conditions of Carrier. Customer's terms of business are not accepted even if Carrier does not expressly reject any such terms after having received them. Any counter-confirmations of Customer with a reference to its own terms and conditions are hereby contradicted.

1.5 For clarity, Customer's general terms and conditions for the purchase of products/services, or any industry's corresponding standard terms and conditions acknowledged or used by Customer − other than those terms and conditions expressly laid down in or attached to the Offer or Contract or Carriage − shall on no account be applicable to any purchase and sale of the Services between Parties, or in other respects to provision of the Services from Carrier to Customer; and such general and/or standard-form terms and conditions shall unconditionally be excluded from any and all commercial transactions in connection with the Services concluded between Parties.

1.6 Except to the extent otherwise agreed in writing between Parties, these General Terms and other Standard Conditions of Carrer shall also govern and be applicable to all future contracts and orders for the Services between Carrier and Customer, even if they are not specifically referred again in an individual Offer or Contract of Carriage between Parties.

1.7 Carrier reserves the right to unilaterally modify, change or supplement these General Terms and other Standard Conditions at any time without prior notice.

1.8 All deliveries and carriages of the Goods shall be subject to the latest version of these Standard Conditions which are in effect on the date of receipt of the Offer from Carrier or at the time the Contract of Carriage is concluded, unless otherwise agreed between Parties.

2 Offer – Conclusion of Contract

2.1 Carrier concludes its Offers exclusively on the basis of these General Terms and other Standard Conditions together with those special conditions indicated in the Offer or Order Confirmation, unless and to the extent any different specific agreement is made between Parties.

2.2 By accepting the Offer and/or its subsequent Contract of Carriage, Customer also acknowledges full acceptance of all terms and conditions as set forth herein, including and incorporating these General Terms, Standard Conditions of Carriage (as referred or attached), Reefer Conditions (as referred or attached), and Container Terms (as referred or attached). Customer expressly waives the applicability of any other terms and conditions of sale or carriage, whether

(i) by laws, statutes, or regulations;

(ii) by reference to other contracts, trade terms, or legal customs;

(iii) by course of dealings or performances, usage of trade or other practices followed between Parties; or

(iv) by any other legal theory.

2.3 Hierarchical order and application of the contractual documents for the Offer/Contract of Carriage shall be as follows:

(i) Contract of Carriage;

(ii) Offer;

(iii) General Terms;

(iv) Standard Conditions of Carriage;

(v) Reefer Conditions; and

(vi) Container Terms.

2.4 In case Customer is not the shipper and/or the consignee of the shipment of the Goods, then Customer accepts and agrees to be bounded by Standard Conditions not only on his own behalf but also for and on behalf of the shipper, the consignee, and/or the owner of the shipment of the Goods in question, whichever applicable, and warrants and represents that Customer has authority to do so and act on behalf of the shipper, the consignee, and/or the owner for this purpose.

2.5 Carrier's Offers are subject to change and non-binding until receipt of the acceptance of the Offer by Customer, unless they are expressly marked as binding or contain a specific period of acceptance.

2.6 If Customer's Purchase Order is to be qualified as a legally binding offer or counter-offer, Carrier can accept such Purchase Order, at minimum, within fourteen (14) days of receipt. Customer shall remain bound by the Purchase Order until this period time.

2.7 Any additions and amendments to be made to the Offer or Contract of Carriage, including these General Terms or other Standard Conditions, must be executed in writing to be effective between Parties.

3 Extent of Services

3.1 Carrier provides to Customer

(i) maritime liner shipping services and other maritime freight services (**"Maritime Transport Services"**) and

(ii) maritime auxiliary services and other additional services in the ports and/or in hinterland (**"Additional Services"**), collectively the **"Services"**, during the time period in which the Goods are in the custody of Carrier, as further specified in the relevant Offer or Contract of Carriage.

3.2 As part of these Services, Carrier undertakes to transport the Goods commencing from the place of receipt or port of loading

and concluding this transportation at the port of discharge or place of delivery as specified in the Offer or Contract of Carriage, also including the agreed Additional Services in hinterland, whichever is applicable, and further in accordance with the chosen Shipping Terms of Carrier as being in force and specified between Parties at the time of giving the Offer to Customer or concluding the Contract of Carriage between Parties, or any subsequent modification thereof.

4 Volumes of Goods

4.1 Customer shall inform and provide to Carrier any volumes of the Goods to be shipped based on the best due diligence estimation of the transported volumes, which are however non-binding quantity commitments upon both Customer and Carrier in relation to the provision of the Services, unless otherwise expressly agreed in writing between Parties.

4.2 Any contracted quantities and units of the Goods will be transported and carried out to Customer by Carrier subject to Standard Conditions of Carriage – following in particular those terms of operations specified under *Clauses 5.1, 6, 7.2-7.3, 8.2, 9.1-9.2, 12.1-12.2, 15, 17.4* and *19-26* thereof.

5 Freight

5.1 Freight shall be charged and paid subject to these General Terms and any other applicable Standard Conditions of Carrier for the respective conveyance of the Goods, following in particular the provisions of *Clause 17* under Standard Conditions of Carriage, as well as according to the price tariffs offered by Carrier at any given time or as otherwise may explicitly be agreed between Parties.

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

6 Taxes and Levies

6.1 All freights, fees, additional prices, surcharges, and other charges shall not include and are quoted excluding any withholdings, taxes (whether direct or indirect and whether known or unknown), tolls, levies, port dues, registration fees, or any other payments imposed by the applicable legislation and/or by the competent authorities.

6.2 Taxes, public charges and other similar amounts shall always be invoiced in addition to the quoted freights, fees, additional prices, surcharges, and other charges for the shipment of the Goods irrespective of whether known by the Carrier at the time the respective Offer or the Contract of Carriage was made between Parties.

6.3 Customer shall pay all taxes, public charges and other similar amounts directly or reimburse Carrier for all such amounts, whether and to the extent

(i) these amounts are imposed on Customer or

(ii) required to be collected by Carrier or

(iii) imposed on the Services or Carrier, in connection with the sale and carriage of the Services under each respective Offer/Contract of Carriage.

6.4 Customer confirms that it has provided all necessary and accurate information to Carrier which Carrier, who has undertaken to perform or to procure to perform the entire transport of the Goods, may need to ensure compliance in all respects with the VAT Directive CD 2006/112/EC, as amended by CD 2008/8/EC, and any other applicable VAT legislation. Customer shall indemnify and hold Carrier harmless against any losses, damages, liabilities and expenses arising or resulting from inaccuracies in or inadequacy of such taxation information provided by Customer.

7 Customs and Restrictive Measures

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

7.2 Customer shall obtain and maintain all necessary export, transit, and import permissions and licenses as may be required to accompany the Goods, subject to 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, the United Kingdom, or by the jurisdictions of any other countries where the vessel is sailing or calling.

7.3 By making a booking, Customer assures that the Goods and all interested parties involved in the respective shipping or possible financing of the Goods are not subject to any restrictive measures imposed, *inter alia*, by the European Union, the United Nations, the United States, the United Kingdom, or by the jurisdictions of any other countries where the vessel is sailing or calling.

8 Liability of Carrier

8.1 Carrier's liability for the Services and any transportation of the Goods is determined by the terms and conditions of these General Terms, Standard Conditions of Carriage and other applicable Standard Conditions of Carrier, as well as, according to the mandatory provisions of the applicable law and relevant international conventions, as referred to in Standard Conditions of Carriage or in any case applied to the Services, unless and to the extent otherwise explicitly agreed in the respective Offer and/or subsequent Contract of Carriage between Parties.

8.2 Notwithstanding anything else contained in *Section 8.1* above or otherwise set forth under or in accordance with these General Terms or subject to other Standard Conditions, Carrier shall, under no circumstances and to the fullest extent permitted by law, be liable for any indirect, special, punitive, exemplary, incidental or consequential damages, losses, costs or expenses (including, but not limited to, loss of profit, revenue, income, production, use, contract, business opportunity, data, goodwill, or business reputation or increased financing cost), regardless however arising out of or related to the Services and whether based under any legal theory (whether in contract, warranty, tort, negligence, breach of statutory duty or otherwise) and whether or not Carrier has been advised of the possibility of such damages, losses, costs or expenses in advance, or whether or not otherwise being foreseeable.

9 Liability of Customer

9.1 Customer's liability for the Services and any transportation of the Goods is determined by the terms and conditions of the respective Offer and/or subsequent Contract of Carriage, these General Terms, Standard Conditions of Carriage (following in particular *Clauses 10, 16, 21, 22* and 25 thereof) and other applicable provisions of Standard Conditions of Carrier, as well as, by the mandatory provisions of applicable law and relevant international conventions applied to the Services.

9.2 With regard to stowage and securing of the content inside the Article of Transport, Customer shall ensure that such content 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.

9.3 In order to simplify the mutual claims handling procedure and settling practice, no claim, where the claimed damage and/or loss is under EUR 400, shall be submitted to Carrier, and Carrier shall not accept any liability for such claims, except in cases, where such minor damage or loss is indisputably caused by negligence of Carrier. This Section 9.3 shall not apply to claims arising out of loss of or damage to the Goods or delay in delivery in connection with the Maritime Transport Services.

10 Documentation

10.1 Carrier will issue the Delivery Document in the form of Bill of Lading (B/L), Sea Waybill (SWB), Liner Waybill (LWB), or Freight Ticket (FT) for each shipment as evidence for the carriage of the Goods in question.

10.2 Parties may however 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 of the Goods undertaken by Carrier.

10.3 If Parties decide to follow the non-documentation procedure described in *Section 10.2* above, both Parties also accept that each such shipment of the Goods is however subject to **"as if the document of transport for that shipment had been issued by Carrier"**. For clarity, the Contract of Carriage in question is likewise subject to the terms and conditions of the respective Contract of Carriage itself, these General Terms and other Standard Conditions, similarly, to had Carrier issued a specific document of transport for the carriage of that shipment of the Goods instead.

10.4 In the event that Customer is not the consignee for any particular shipment of the Goods, then the contractual relationship between Carrier and the consignee and/or the owner of the shipment of the Goods is subject to the terms and conditions of the respective Contract of Carriage, these General Terms and other Standard Conditions, as well as, as it is determined by the mandatory provisions of the applicable law and relevant international conventions referred to therein – regardless of whether the Contract of Carriage is evidenced by the Delivery Document issued as a document of transportation or following the hereinabove in *Section 10.2* described non-documentation procedure between Parties.

11 Confidentiality

11.1 Any Offer and/or its subsequent Contract of Carriage concluded with Carrier is confidential.

11.2 Each Party shall, as the receiving party (**"Recipient"**) keep in confidence all confidential information received from other Party **"Discloser"**).

11.3 Recipient may not

(i) use the confidential information for any other purposes than the fulfilment of its contractual obligations for the Services under the respective Offer or Contract of Carriage;

(ii) copy confidential information other than to the extent necessary for the aforesaid purposes; or

(iii) furnish, disclose, or grant access to the confidential information to its employees, subcontractors, advisors or representatives, except in confidence to those members of its own or to those members of its sub-contractors', advisors' or representatives' personnel for whom such information or access thereto is necessary for the proper performance of the Services under the respective Offer/Contract of Carriage, and who are obliged by their contracts of employment or service or otherwise to keep such information in strict confidence.

11.4 Confidential information shall not include any material or other information:

(i) that is or becomes public knowledge, or otherwise public, other than as a result of such information being disclosed in breach of this contractual relationship between Parties;

(ii) in respect of which Recipient can establish that the information was already lawfully in the possession of Recipient at the time of disclosure and it was not subject to any other confidentiality obligations towards Discloser;

(iii) in respect of which Recipient can establish that the information was disclosed to Recipient without breach of any confidentiality obligations by a third party, which third party, to Recipient's knowledge, did not obtain such information, directly or indirectly, from Discloser;

(iv) that Recipient has independently developed the information without using the confidential information (i.e., by personnel having access to the confidential information), as proven by written records; or

(v) that is specifically identified at the time of delivery as non-confidential information by Discloser.

11.5 Recipient shall immediately cease using the confidential information and, unless separately agreed upon the destruction thereof, return the confidential information and all copies thereof upon written request of Discloser or when Recipient no longer needs the confidential information in question for the purposes of the Services under the respective Offer/Contract of Carriage. Recipient shall, however, be entitled to retain such copies of the confidential information as are required by applicable law. Furthermore, the obligations to destroy or return all copies of the confidential information shall, however, not apply to copies of electronically exchanged information made by Recipient as a matter of routine information technology backup.

11.6 The confidentiality obligations of this *Section 12* shall survive the expiry, termination or fulfilment of the Services under the respective Offer/Contract of Carriage for a period of three (3) years.

12 Data Protection

12.1 In the event that either Party has access to personal data of other Party in connection with this contractual relationship between Customer and Carrier, Parties shall enter into a separate data processing agreement.

13 Miscellaneous

13.1 **Assignment**. Customer may not assign, novate or transfer the Offer or Contract of Carriage, or any of its contractual rights, benefits and/or obligations thereof, whether in whole or in part, without Carrier's express prior written consent. Carrier may assign the Offer or Contract of Carriage, in whole or in part, to any of its affiliates or to any third party to which any part of its business is transferred. Any transfer, novation or assignment in violation of this *Section 14.1* shall be null and void.

13.2 **Severability**. If any term, condition, part, or other provision of the Offer or the subsequent Contract of Carriage is found to be invalid, by reason of fact or law, that specific provision shall be eliminated and severed from the remainder of the respective

Offer/Contract of Carriage, which shall then be construed and enforced, as if such severed provision had not been contained therein, and the other provisions of this Offer or Contract of Carriage will continue, as modified by such deletion, in full force and effect to the extent permitted by law.

13.3 **Partnership**. The relationship and status between Customer and Carrier are that of independent contractors and both Parties engage in the operation of their own respective businesses. Nothing in the Offer or Contract of Carriage or in these General Terms shall constitute or be deemed or interpreted to constitute a partnership, franchise, joint venture, agency, fiduciary, or other established form of cooperation between the Parties hereto, or as creating any other form of legal association that would impose liability on Carrier for the act or failure of Customer.

14 Governing Law and Dispute Resolution

14.1 Each and every Offer or Contract of Carriage, as well as any other contractual transaction or relationship for the provision of the Services between Parties, which is undertaken by Carrier under or in relation to these General Terms, and these General Terms *per se*, shall be governed by Finnish law without regard to its principles and rules on conflict of laws or choice of laws.

14.2 Any dispute, controversy or claim arising out of or relating to the Offer/Contract of Carriage or other contractual transaction or relationship for the provision of the Services between Parties under or in relation to these General Terms, or these General Terms *per se*, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

PART II

MARITIME LINER SHIPPING SERVICES

15 Timetables and Transit Times

15.1 All specific departure, voyage/transit, and arrival times given by or on behalf of Carrier, as well as, Carrier's sailing plans, schedules and timetables, shall be subject to *Clause 12* under Standard Conditions of Carriage.

15.2 Carrier provides maritime liner services based on the pre-published timetables. Any such departure times, voyage/transit times, arrival times as well as sailing plans and other timetables are presented as non-binding and approximate estimates and are not guaranteed to be adhered to by Carrier. These time provisions shall not constitute or be deemed to constitute legally binding part of the Contract of Carriage upon Carrier and are subject to change by Carrier at any time without prior notice.

15.3 Carrier will publish the specific hours preceding the pre-announced departure time of the vessel, by which time limit the Goods for shipment must have been arrived at the designated area and been duly declared by Customer in the port of loading (**"Closing Time"**). Customer shall adhere to the Closing Time in order for 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 into the waiting list established and maintained by Carrier and such Goods are then loaded onto the vessel in the order of their arrival as late cargo but always subject to space available on the next scheduled calls of the vessel in the port of loading.

16 Non-Utilization of Agreed Space

16.1 Carrier reserves the right to collect dead freight charges from Customer for any Goods booked by Customer and confirmed by Carrier to be shipped but not actually utilised and shipped in the allocated cargo space because of Customer's failure to provide the agreed quantity of such cargo. These dead freight charges or similar cancellation fees will be levied, as compensation for Carrier's loss of earnings due to the respective non-utilised and reserved cargo space of the vessels, at the applicable rates established in Carrier's tariffs, as in force from time to time.

16.2 Regarding any bookings, a no-show fee of EUR 150 per transport unit shall apply to and be charged for non-utilised cargo space of booked trailers, lorries and self-propelled machines if the respective booking has not been timely cancelled by Customer no less than two (2) hours before the vessel's pre-announced departure time.

17 Surcharges and Fees

17.1 All freight rates are announced and quoted excluding any surcharges, fees, or other extra costs and charges which may be applied by Carrier for the Services.

17.2 Carrier reserves the right to adjust freight prices at any time in order to compensate for any increase in costs of shipping for the performance of the Services – including but not limited to – fuel prices, currency exchange rates, taxes, levies and duties, port charges, ISPS costs and security charges, insurance payments, ice dues, port service fees and handling costs, and other similar costs.

Bunker Surcharge

17.3 All freight rates are exclusive of bunker surcharge (**"Bunker Recovery Factor"**, **"BRF"**). This bunker surcharge shall be determined based on the bunker price index, which is calculated according to the mixture of Ultra-Low Sulphur Fuel Oil (**"ULSFO"**) (50%) and Marine Gasoil (**"MGO"**) (50%) price notation in Rotterdam, as published by S&P PLATTS Bunkerwire.

17.4 The observation period of changes for bunker fuel prices is one (1) month.

17.5 The amount of bunker surcharge is based on the table set out in Appendix 1, where the bunker price index is calculated as outlined in Section 17.3 above. The existing bunker surcharge is valid until there is such a change in the average bunker price notations during the observation period that it validates an adjustment according to the table of Appendix 1. The bunker surcharge is then adjusted on the first (1st) working day of the next month, and a respective notice of change is given to the customers and/or published on Carrier's website www.finnlines.com/freight. The new bunker surcharge will be valid on the seventh (7th) day of the next month.

17.6 The bunker surcharge to be paid by Customer will be defined as a percentage of the total freight prices for cargo as set out in Appendix 1, except for trailers and lorries in the traffic of the Baltic Sea, where the bunker surcharge will be determined based on euro per lane metre.

17.7 Notwithstanding the foregoing, the bunker surcharges for Finnlink route (Kapellskär-Naantali-Kapellskär via Långnäs), Nordö-Link route (Malmö-Travemünde-Malmö) and Polishlink (Malmö-Świnoujście-Malmö) will be separately determined and calculated by Carrier and published on a monthly basis in electronic form under Carrier's website www.finnlines.com/freight.

17.8 For clarity, Carrier may re-evaluate and change any provisions in *Sections 17.3-17.7* regarding the bunker surcharge, whenever there are significant changes in relevant factors impacting bunker prices, but principally such changes will be made on the basis of annual evaluation conducted by Carrier.

ETS + FEUM Charge

17.9 All freight rates are exclusive of a regulatory charge that comprises of EU ETS Environmental charge (www.emsa.europa.eu/reducing-emissions/extension-ets.html) and Fuel EU Maritime charge (www.emsa.europa.eu/reducing-emissions/fuel-eu-maritime-regulation.html).

17.10 ETS charge is tied to emission allowances. From 2026, all CO2, N2O and CH4 emissions within the regulations scope will be included. The ETS+ FEUM charge shall be determined based on the average EUA price and the price of biofuels or compulsory compensations fees on a set period and a respective notice of change is given to the customers and/or published quarterly on www.finnlines.com/freight.

17.11 As regards unit charges, the charge is valid for both laden and empty units. The charge for lorries, trailers, containers, cars and self-rolling cargo is calculated as per starting lane metre. The charge for over width cargo is calculated in the same proportion as the general over width surcharge. The charge for breakbulk cargo is determined based on cargo load.

Reefer and Heated Units

17.12 In addition to the terms and conditions of these General Terms and Standard Conditions of Carriage, the reefer and heated units are transported subject to their special terms and conditions contained in Reefer Terms.

17.13 Before Carrier accepts the receipt of any reefer or heated unit for its possession and transportation from Customer, Customer shall provide in writing to Carrier or its agent for acceptance the mandatory information required by the Carrier for such special transport units.

17.14 Plug-in surcharge for reefer and heated units loaded on board the vessel applies and will be debited from Customer as per the tariffs offered by Carrier at any given time.

Additional Freight for Oversized Transport Units

17.15 In the event that any Article of Transport provided for shipment is oversized, the additional freight shall be applied to such transport unit according to the following table:

2.61 m – 3.00 m	+25% on the basic rate
3.01 m – 3.50 m	+50% on the basic rate
3.51 m – 4.00 m	+75% on the basic rate
4.01 m – 4.50 m	+100% on the basic rate
> 4.50 m	a.p.a. (as per agreement)

IMO Surcharges

17.16 When the Goods provided to be transported by Carrier are classified hazardous, as set out in the International Maritime Dangerous Goods Code (**"IMDG"**) of the International Maritime Organization (**"IMO"**), these special transportations are subject to the provisions of *Clause 21* of Standard Conditions of Carriage. Carrier may then impose special IMO surcharges relating to the additional handling required for planning such dangerous Goods at the terminal and onboard the vessel.

17.17 In the event that any dangerous Goods in accordance with the IMDG Code are provided for the transport between Parties, the applicable IMO surcharges will be separately itemised in the Offer or the subsequent Contract of Carriage.

17.18 IMO surcharges for trailers, lorries and containers shall be calculated and charged according to the following table:

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	160.00	140.00
D	1.4S + 6.1 + 9 + any goods in limited and expected quantities according to IMDG code definition (excl. e.g. class 7 etc.)	110.00	75.00
E	6.2 + 7 and Carbon Disulphide	a.p.a. only	a.p.a. only

17.19 IMO surcharges for break bulk cargo shall be charged according to the following table, nevertheless the minimum surcharge shall always be payable by Customer for such cargo transportation contracted by Customer with Carrier.

Class	IMDG-Code Classification	Basic rate	Minimum surcharge, EUR / transport document
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%	140.00
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%	115.00
E	6.2 + 7 and Carbon Disulphide	a.p.a. only	a.p.a. only

17.20 IMO surcharges of Naantali-Kapellskär-Naantali route:

- First item of dangerous goods (row) EUR 64.00/unit
  - Units requiring outer deck stowage +50%
- Additional items rows/type per row acc. documents EUR 22.00/type row

17.21 IMO surcharges of Malmö-Travemünde-Malmö route:

- EUR 104.00/unit
- EUR 95.00/unit empty uncleaned tank lorries or tank containers
- EUR 50.00/unit undeclared dangerous cargo additional

17.22 IMO surcharges of Malmö-Świnoujście-Malmö route:

- EUR 80.00/unit
- EUR 50.00/unit empty uncleaned tank lorries or tank containers
- EUR 50.00/unit undeclared dangerous cargo additional

17.23 IMO surcharges of Rosslare-Zeebrugge-Rosslare route

- EUR 65.00/unit
- Shipment of ammunition or explosives shall be subject to separate agreement

17.24 Carrier shall grant a return rebate for

(i) units containing less than 2500 kg of IMDG classified cargo and

(ii) empty uncleaned tank containers provided that the laden shipment related to the respective return trip has also been effected through Carrier.

This return rebate shall amount to a price reduction of fifty (50%) percent from the IMO surcharges, as specified in the table of *Section 17.18* hereinabove and shall apply solely to the return trips of the cargo within IMDG Class B, C and D. This price reduction shall not be applicable to IMDG classified cargo within Class A and E, which are explicitly excluded from the eligibility for the return rebate as defined in this *Section 17.19*.

17.25 When transporting liquefied biogas (**"LBG"**) or liquefied natural gas (**"LNG"**) fuelled trailers or other transport units, Customer shall ensure that the gas pressure is set to such a safe and low level prior to the transportation that the respective LBG/LNG transport unit's fuelling system withstands the sea voyage. Furthermore, Customer shall ensure that the LBG/LNG transport unit's safety and pressure relief valves effectively control the pressure within the fuelling system and without releasing any gases/liquids outside the system or such transport unit during the sea carriage.

17.26 If Customer presents a certificate to Carrier confirming that an empty transport unit and/or other empty packagings previously contained radioactive materials are, at the time of the shipment, free from radiation, no radioactive-based IMO surcharge will be applied to the respective shipment.

17.27 Each shipment of IMDG Class E commodities, waste (irrespective of its IMDG classification) and radioactive materials, also including empty transport units and/or empty packagings having previously contained radioactive materials, shall always be subject to a separate agreement between Parties.

17.28 For clarity, Customer shall obtain an express consent in advance of the booking from Carrier, or the agent of the vessel designated for transportation, for any and all shipments of IMDG classified cargo.

Port Charges

17.29 Public charges, port dues, wharfage charges, registration fees and international ship and port security (**"ISPS"**) fees and other similar charges of whatever nature in respect of the vessel entering, arriving or leaving the applicable loading port or discharging port shall be charged from Customer according to the valid tariffs of the respective port in force from time to time.

Breakbulk and General Cargo

17.30 With respect to the shipments of the Goods classified as breakbulk and general cargo, all freights and other charges, as well as other terms and conditions provided for the Services of such cargo are subject to:

(i) appropriate drawings of the Goods (always indicating at least shape, lifting, and lashing points);

(ii) proper technical specifications of the Goods (always indicating at least weight and measurements);

(iii) sufficient lashing points for the Goods;

(iv) the possibility to load the Goods on 2,5 metres wide standard mafi-rolltrailers or other standard transport units as defined by Carrier; and

(v) the shipment's compliance with all further terms and conditions and instructions provided by Carrier for break-bulk and general cargo.

17.31 Unless otherwise specified by Carrier, each shipment for breakbulk or general cargo is further made on condition that all such Goods to be transported are capable of being lifted, stacked, shuffled and/or otherwise handled according to the standard operating procedure and cargo handling equipment of Carrier. Customer shall provide written lifting instructions for each unit of the transported Goods, which are classified as breakbulk or general cargo, either by itself, via the consignor, or otherwise.

Demurrage Fees

17.32 Regarding demurrage fees applicable to breakbulk cargo carried on the transport units of Carrier, the respective freight includes equipment rental of a respective Line's transport unit, roll trailer, cassette, or flat for the sea transport. This rental period shall be a maximum of three (3) consecutive days preceding the loading of the Goods onto the vessel and two (2) consecutive days following the discharge of these Goods from the vessel.

17.33 For any additional time beyond the maximum rental period specified hereinabove in *Section 17.31*, Customer shall be charged with an equipment rental/demurrage fee, which is (a) EUR 20 for each roll trailer, cassette, or flat per day or part of a day and (b) EUR 120 for each special roll trailer per day or part of a day, regardless of the length of the additional time required. For the avoidance of doubt, special roll trailers are units with length of more than 52 feet or payload of over 100 tonnes.

17.34 Notwithstanding the foregoing, when the Goods are stuffed as cargo in any other Carrier's transport units, Customer shall be charged for these units according to the following table of equipment rental/demurrage fees:

C/Y 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
thereafter	a.p.a. only

Door Terms:

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

PART III

18 Additional services in the ports or to/from hinterland

18.1 Carrier offers gate services in the port of loading and/or in the port of discharge in accordance with the Gate Term.

18.2 Carrier offers plug-in services and monitor services for reefer and heated units in the port of loading and/or port of discharge in accordance with Reefer Conditions.

18.3 Carrier offers pre-carriage services from the place of receipt to the place of delivery, including gate services set out in *Section 18.1* above. See also particularly *Clause 11.4* and *Clause 13* of Standard Conditions of Carriage.

18.4 Carrier offers on-carriage services from the place of receipt to the place of delivery, including gate services set out in *Section 19.1* above. See also particularly *Clause 11.4* and *Clause 13* of Standard Conditions of Carriage.

19 Definitions

19.1 **"Additional Services"** means any optional or extra services within the scope of the Offer/Contract of Carriage which are identified as such in Part III (Additional Services in the Ports or to/from Hinterland) hereunder or which are otherwise requested by Customer and provided by Carrier in addition to those Maritime Transport Services performed by Carrier as part of the normal liner services or other freight transport services and which Carrier has prepared or elected to supply at an additional cost to Customer under the respective Offer/Contract of Carriage. Such additional services may include maritime auxiliary services (such as cargo handling, storage and

warehousing services or container station and depot services), port services and/or combined transport services.

19.2 **"Article of Transport"** includes, but is not limited, unless otherwise indicated,

(i) any vehicle, self-propelled machine, wagon/railcar, trailer, container, swap body, secu-box, or other similar standardized and compartment unit of transportation; as well as,

(ii) transportable tank, drum, tote, pail, roll trailer, bolster, cassette, flat rack, pallet, crate, skid, or other similar package/item/thing used for the consolidation of the cargo and shipping units, and any equipment thereof or connected thereto; or

(iii) any other article of transport or article which has the same characteristics for the purpose of maritime/multi-modal transport.

19.3 **"Carrier"** means Finnlines Plc or Rederi Ab Nordö-Link as the party who has undertaken to perform or procure the performance of the entire carriage/transport of cargo by seaway or by combination of sea and other modes of transportation (rail, road, air, or inland waterway) under the Offer or Contract of Carriage from the place of receipt/port of loading to the port of discharge/place of delivery, whichever is respectively applicable as stated in the respective Contract of Carriage and/or Delivery Document.

19.4 **"Consignment"** means any delivery of the Goods that is agreed upon by and between Parties and in which Carrier acts as consignor and Customer as the consignee. The consignor is the owner of the Goods until either an agreed period expires, or the consignee removes the Goods from the respective consignment warehouse.

19.5 **"Container Terms"** means the Line's Unit Container Terms issued and effected by Finnlines Plc. These Container Terms are published in electronic form under Carrier's website www.finnlines.com/freight and are also available in printed form at the offices of Carrier and will be emailed or mailed upon request to Customer.

19.6 **"Contract of Carriage"** means each and every contract concluded with Carrier for the purpose of Carrier rendering the Maritime Transport Services. Contract of Carriage is concluded 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 Carrier's Standard Conditions relevant to the conveyance of the Goods as applicable time to time.

19.7 **"Conveyance"** means the action or process of transporting or carrying the Goods by Carrier from one place to another using a specific mode of transportation, as agreed between Parties.

19.8 **"Customer"** refers to the party with whom Carrier is contracting for the performance of the Services. Customer may thereby be any legal or natural person (whether being an individual, group, company, or other entity) that has made, as the contracting party, the binding order or contract in order to purchase the Services from Carrier. Customer shall have the sole and full responsibility of all its contractual obligations under the respective Offer/Contract of Carriage. Customer may also act in different roles of Merchant during the transportation of the Goods.

19.9 **"Delivery Document"** means the document of transportation and carriage setting out certain specifics of the Services in respect of each conveyance of the Goods under the Offer/Contract of Carriage, and such document may, for instance, be in the form of 'Bill of Lading' (B/L), 'Sea Waybill' (SWB), 'Liner Waybill' (LWB), or 'Freight Ticket' (FT).

19.10 **"Freight"** means and includes any and all prices, charges and other amounts and sums (like fares, fees, rates, surcharges, tariffs, expenses or costs) paid or payable by Customer to Carrier for the Services in accordance with the applicable tariffs, Offer and/or Contract of Carriage.

19.11 **"General Terms"** or **"GTC"** means these General Terms and Conditions of Sale and Services issued and effected by Finnlines Plc. These General Terms are published in electronic form under Carrier's website www.finnlines.com/freight and are also available in printed form at the offices of Carrier and will be emailed or mailed upon request to Customer.

19.12 **"Goods"** means the whole or any part of the cargo, as well as its packaging, received and accepted from or through Customer for their conveyance by Carrier under the respective Offer or Contract of Carriage. Goods also includes, unless otherwise indicated, any Article of Transport, whether supplied by Carrier or on behalf of Carrier or by Customer, as well as other contents thereof.

19.13 **"Maritime Transport Services"** means maritime transport of cargo between different seaports. These services may concern both Carrier's regular and normal liner services and other sea shipping or freight transport services by seaway of Carrier as set out in *Section 3* (Extent of Services).

19.14 **"Merchant"** means the shipper (including both contracting and actual shipper), holder, consignor, consignee, notify party or receiver of the Goods, or any other person who owns or is entitled to the possession of the Goods, as evidenced by the Contract of Carriage or any other document(s), or any person acting on behalf of such person(s) coming hereby within the definition of Merchant.

19.15 **"Offer"** means any individual and specific contractual proposal, with the terms and conditions of carriage, provided by Carrier for the rendering the Services to Customer.

19.16 **"Owner"** means the person who owns or is legally entitled to possession of the transported Goods.

19.17 **"Party"** means Carrier and Customer, or another counterparty to the respective Offer/Contract of Carriage, individually, and "Parties" means both of these contractual partners jointly.

19.18 **"Passenger Services"** means the use of Carrier's vessels for the transportation by sea of passengers, their luggage and accompanying vehicles. These services are subject to a separate contract between Carrier and such persons, as passengers, which are carried without any other Delivery Document issued by Carrier and which are not otherwise on board the vessel to accompany the Goods.

19.19 **"Purchase Order"** means a purchase order or service order or similar written/electronic commercial document with legally binding effect (and which document may also have, for example, a title such as 'acceptance of offer', 'confirmation letter', 'pre-order', 'framework order', stock transport order', scheduling agreement', or simply 'purchase contract') when made and issued by Customer to Carrier in order to initiate the formal purchasing process of any Services between Parties.

19.20 **"Reefer Conditions"** means the Booking Conditions for Transport of Reefer and Heated Units issued and effected by Finnlines Plc. These Reefer Conditions are published in electronic form under Carrier's website www.finnlines.com/freight and are also available in printed form at the offices of Carrier and will be emailed or mailed upon request to Customer.

19.21 **"Services"** refers collectively to all Maritime Transport Services and Additional Services as defined in these GTCs and as contracted between Parties under the respective Offer/Contract of Carriage.

19.22 **"Shipping Terms"** refers either to Carrier's own shipping terms and/or to the standard shipping terms issued by ICC Finland (ICC Standard Shipping Terms 2008). All these Shipping Terms are published in electronic form under Carrier's website www.finnlines.com/freight and are also available in printed form at the offices of Carrier and will be emailed or mailed upon request to Customer.

19.23 **"Standard Conditions"** means the

(a) General Terms;

(b) Standard Conditions of Carriage;

(c) Reefer Conditions; and/or

(d) Container Terms.

19.24 **"Standard Conditions of Carriage"** means the Standard Conditions of Carriage issued and effected by Finnlines Plc. These Standard Conditions of Carriage are published in electronic form under Carrier's website www.finnlines.com/freight and are also available in printed form at the offices of Carrier and will be emailed or mailed upon request to Customer.

19.25 **"Sub-Contractor"** means owners and operators of vessels (other than Carrier's own vessels), stevedores, terminal and groupage operators, road and rail transport operators, and any other sub-carriers or independent contractors employed by Carrier in the performance of any part of the conveyance of the Goods under the Offer / Contract of Carriage

19.26 Unless explicitly defined otherwise in these General Terms, all capitalized terms and expressions shall have the meanings ascribed to them in Standard Conditions of Carriage, Reefer Conditions and Container Terms.

Appendix 1: Bunker Surcharge Values

1. The average price of ULSFO (50%) and MGO (50%) 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
127.50	-6.72	-13.23%	-13.23%
135.00	-6.40	-12.60%	-12.60%
142.50	-6.08	-11.97%	-11.97%
150.00	-5.76	-11.34%	-11.34%
157.50	-5.44	-10.71%	-10.71%
165.00	-5.12	-10.08%	-10.08%
172.50	-4.80	-9.45%	-9.45%
180.00	-4.48	-8.82%	-8.82%
187.50	-4.16	-8.19%	-8.19%
195.00	-3.84	-7.56%	-7.56%
202.50	-3.52	-6.93%	-6.93%
210.00	-3.20	-6.30%	-6.30%
217.50	-2.88	-5.67%	-5.67%
225.00	-2.56	-5.04%	-5.04%
232.50	-2.24	-4.41%	-4.41%
240.00	-1.92	-3.78%	-3.78%
247.50	-1.60	-3.15%	-3.15%
255.00	-1.28	-2.52%	-2.52%
262.50	-0.96	-1.89%	-1.89%
270.00	-0.64	-1.26%	-1.26%
277.50	-0.32	-0.63%	-0.63%
285.00	0.00	0.00%	0.00%
292.50	0.32	0.63%	0.63%
300.00	0.64	1.26%	1.26%
307.50	0.96	1.89%	1.89%
315.00	1.28	2.52%	2.52%
322.50	1.60	3.15%	3.15%
330.00	1.92	3.78%	3.78%
337.50	2.24	4.41%	4.41%
345.00	2.56	5.04%	5.04%
352.50	2.88	5.67%	5.67%
360.00	3.20	6.30%	6.30%
367.50	3.52	6.93%	6.93%
375.00	3.84	7.56%	7.56%
382.50	4.16	8.19%	8.19%
390.00	4.48	8.82%	8.82%
397.50	4.80	9.45%	9.45%
405.00	5.12	10.08%	10.08%
412.50	5.44	10.71%	10.71%
420.00	5.76	11.34%	11.34%
427.50	6.08	11.97%	11.97%
435.00	6.40	12.60%	12.60%
442.50	6.72	13.23%	13.23%

1	2	3	4
450.00	7.04	13.86%	13.86%
457.50	7.36	14.49%	14.49%
465.00	7.68	15.12%	15.12%
472.50	8.00	15.75%	15.75%
480.00	8.32	16.38%	16.38%
487.50	8.64	17.01%	17.01%
495.00	8.96	17.64%	17.64%
502.50	9.28	18.27%	18.27%
510.00	9.60	18.90%	18.90%
517.50	9.92	19.53%	19.53%
525.00	10.24	20.16%	20.16%
532.50	10.56	20.79%	20.79%
540.00	10.88	21.42%	21.42%
547.50	11.20	22.05%	22.05%
555.00	11.52	22.68%	22.68%
562.50	11.84	23.31%	23.31%
570.00	12.16	23.94%	23.94%
577.50	12.48	24.57%	24.57%
585.00	12.80	25.20%	25.20%
592.50	13.12	25.83%	25.83%
600.00	13.44	26.46%	26.46%
607.50	13.76	27.09%	27.09%
615.00	14.08	27.72%	27.72%
622.50	14.40	28.35%	28.35%
630.00	14.72	28.98%	28.98%
637.50	15.04	29.61%	29.61%
645.00	15.36	30.24%	30.24%
652.50	15.68	30.87%	30.87%
660.00	16.00	31.50%	31.50%
667.50	16.32	32.13%	32.13%
675.00	16.64	32.76%	32.76%
682.50	16.96	33.39%	33.39%
690.00	17.28	34.02%	34.02%
697.50	17.60	34.65%	34.65%
705.00	17.92	35.28%	35.28%
712.50	18.24	35.91%	35.91%
720.00	18.56	36.54%	36.54%
727.50	18.88	37.17%	37.17%
735.00	19.20	37.80%	37.80%
742.50	19.52	38.43%	38.43%
750.00	19.84	39.06%	39.06%
757.50	20.16	39.69%	39.69%
765.00	20.48	40.32%	40.32%

1	2	3	4
772.50	20.80	40.95%	40.95%
780.00	21.12	41.58%	41.58%
787.50	21.44	42.21%	42.21%
795.00	21.76	42.84%	42.84%
802.50	22.08	43.47%	43.47%
810.00	22.40	44.10%	44.10%
817.50	22.72	44.73%	44.73%
825.00	23.04	45.36%	45.36%
832.50	23.36	45.99%	45.99%
840.00	23.68	46.62%	46.62%
847.50	24.00	47.25%	47.25%
855.00	24.32	47.88%	47.88%
862.50	24.64	48.51%	48.51%
870.00	24.96	49.14%	49.14%
877.50	25.28	49.77%	49.77%
885.00	25.60	50.40%	50.40%
892.50	25.92	51.03%	51.03%
900.00	26.24	51.66%	51.66%
907.50	26.56	52.29%	52.29%
915.00	26.88	52.92%	52.92%
922.50	27.20	53.55%	53.55%
930.00	27.52	54.18%	54.18%
937.50	27.84	54.81%	54.81%
945.00	28.16	55.44%	55.44%
952.50	28.48	56.07%	56.07%
960.00	28.80	56.70%	56.70%
967.50	29.12	57.33%	57.33%
975.00	29.44	57.96%	57.96%
982.50	29.76	58.59%	58.59%
990.00	30.08	59.22%	59.22%
997.50	30.40	59.85%	59.85%
1005.00	30.72	60.48%	60.48%
1012.50	31.04	61.11%	61.11%
1020.00	31.36	61.74%	61.74%
1027.50	31.68	62.37%	62.37%
1035.00	32.00	63.00%	63.00%
1042.50	32.32	63.63%	63.63%
1050.00	32.64	64.26%	64.26%
1057.50	32.96	64.89%	64.89%
1065.00	33.28	65.52%	65.52%
1072.50	33.60	66.15%	66.15%
1080.00	33.92	66.78%	66.78%
1087.50	34.24	67.41%	67.41%
1095.00	34.56	68.04%	68.04%
1102.50	34.88	68.67%	68.67%
1110.00	35.20	69.30%	69.30%
1117.50	35.52	69.93%	69.93%
1125.00	35.84	70.56%	70.56%
1132.50	36.16	71.19%	71.19%
1140.00	36.48	71.82%	71.82%
1147.50	36.80	72.45%	72.45%
1155.00	37.12	73.08%	73.08%

1	2	3	4
1162.50	37.44	73.71%	73.71%
1170.00	37.76	74.34%	74.34%
1177.50	38.08	74.97%	74.97%
1185.00	38.40	75.60%	75.60%
1192.50	38.72	76.23%	76.23%
1200.00	39.04	76.86%	76.86%
1207.50	39.36	77.49%	77.49%
1215.00	39.68	78.12%	78.12%
1222.50	40.00	78.75%	78.75%
1230.00	40.32	79.38%	79.38%
1237.50	40.64	80.01%	80.01%
1245.00	40.96	80.64%	80.64%
1252.50	41.28	81.27%	81.27%
1260.00	41.60	81.90%	81.90%
1267.50	41.92	82.53%	82.53%
1275.00	42.24	83.16%	83.16%
1282.50	42.56	83.79%	83.79%
1290.00	42.88	84.42%	84.42%
1297.50	43.20	85.05%	85.05%
1305.00	43.52	85.68%	85.68%
1312.50	43.84	86.31%	86.31%
1320.00	44.16	86.94%	86.94%
1327.50	44.48	87.57%	87.57%
1335.00	44.80	88.20%	88.20%
1342.50	45.12	88.83%	88.83%
1350.00	45.44	89.46%	89.46%
1357.50	45.76	90.09%	90.09%
1365.00	46.08	90.72%	90.72%
1372.50	46.40	91.35%	91.35%
1380.00	46.72	91.98%	91.98%
1387.50	47.04	92.61%	92.61%
1395.00	47.36	93.24%	93.24%
1402.50	47.68	93.87%	93.87%
1410.00	48.00	94.50%	94.50%
1417.50	48.32	95.13%	95.13%
1425.00	48.64	95.76%	95.76%
1432.50	48.96	96.39%	96.39%
1440.00	49.28	97.02%	97.02%
1447.50	49.60	97.65%	97.65%
1455.00	49.92	98.28%	98.28%
1462.50	50.24	98.91%	98.91%
1470.00	50.56	99.54%	99.54%
1477.50	50.88	100.17%	100.17%
1485.00	and higher, BRF surcharges accordingly		