

Terms & conditions for carriage

These terms and conditions for carriage can also be downloaded at www.cargo.fo.

Applicability

These terms and conditions for carriage and NSAB 2015 shall apply to every contract concluded between the carrier and the merchant for the performance of the carriage, whether or not evidenced by the issuing of a waybill. In case of a conflict between these terms and conditions for carriage and NSAB 2015 these terms and conditions for carriage shall take precedence over NSAB 2015.

1. Definitions

"Article of transport" includes, unless otherwise indicated, any vehicle, car, van, trailer and similar rolling stock whether or not used for the stuffing, packing, loading or securing of goods. "Carriage" means the whole or any part of the services undertaken by the carrier in relation to the goods, including but not limited to transporting, loading, unloading, storing, warehousing and handling of the goods.

"Carrier" means Smyril Line P/F, Trade name Smyril Line Cargo.

"CMR convention" means the convention on the contract for the international carriage of goods by road of 19. May 1956.

"Goods" means the whole or any part of the cargo and any packaging accepted from the merchant and includes any article of transport.

"HagueVisby rules" means the provisions of the international convention for the unification of certain rules relating to Bills of Lading signed at Brussels on 25th August 1924 and the amendments by the protocol signed at Brussels on 23rd February 1968 and the protocol on SDRS signed at Brussels on 21st December 1979, or if any Nordic country's maritime code applies compulsory to the carriage then HagueVisby rules shall be construed as meaning whichever Nordic country's maritime code that has compulsory application to the carriage.

"Merchant" includes the shipper, holder, consignee, receiver of the goods, any person owning or entitled to the possession of the goods and anyone acting on behalf of such person.

"NSAB 2015" means the general conditions of the Nordic Association of Freight Forwarders, the terms of which can be found in Danish and English on the carrier's web site at www.cargo.fo. "Subcontractor" includes owners and operators of

vessels or trucks, stevedores, warehousemen and any other independent contractors employed by the carrier for the performance of the carriage.

2. Subcontracting

2.1 The carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the carriage.

2.2 Every servant or agent of the carrier and any subcontractor and servant or agent of such subcontractor shall have the benefit of all terms and conditions of whatsoever nature herein contained or otherwise benefitting the carrier as if such terms and conditions were expressly for their benefit, and the carrier enters into this contract both on its own behalf and as agent and trustee for such servants, agents and subcontractors.

3. Freight, expenses and fees

3.1 Full freight shall be considered earned on receipt of the goods by the carrier and shall be paid in any event and nonreturnable.

3.2 All sums payable to the carrier are due on demand and shall be paid in full without any setoff, counter claim or deduction.

4. Insurance

For all carriage, the carrier can take out a cargo insurance on the goods, on behalf of the merchant. The insurance premium will be charged with the freight and on the same terms and conditions as the freight.

5. Lien

The carrier shall have a lien on the goods for all sums payable to the carrier under this contract and for general average contributions to whomsoever due. The carrier shall also have a lien against the merchant on the goods for all sums due from the merchant to the carrier under any other contract. The carrier shall have the right to sell the goods and documents by public auction or private treaty, without further notice to the merchant and at the merchant's expense and without any liability towards the merchant in sums payable to the carrier are not paid within two months from the due date. Such lien and liability shall remain notwithstanding the goods have been landed, stored or otherwise dealt with.

6. Methods and routes of carriage

6.1 The carrier may at any time and without notice to the merchant to perform the carriage using any reasonable methods, means of transport, storage or routes whatsoever.



6.2 In the event of carriage by sea, reasonable methods and routes includes, but is not limited to, vessels sailing with or without pilots, drydocking, undergoing repairs, adjusting equipment, and assisting vessels in all situations.

7. Delivery

7.1 Delivery will be made to the consignee or his authorized agent on production of reasonable proof of identity (and in case of delivery is made to an agent, reasonable proof of authority) without presentation of this waybill.

The carrier disclaims all liability for misdelivery unless caused by the carrier's negligence.

7.2 Subject to the lien provisions in clause 5 hereof, if the merchant does not take delivery of the goods within 14 days after the carrier calls upon him or his agents so to do, the carrier shall, without further notice to the merchant, be entitled to store the goods on behalf of the merchant and at the merchant's sole risk and expense and the liability of the carrier in respect of the goods stored shall cease. The costs of such storage, if paid by the carrier or any agent or subcontractor of the carrier, shall be paid by the merchant to the carrier on demand.

8. Carrier's liability

8.1 Except as otherwise provided for in this clause 8, the liability of the carrier for delay of, loss of or damage to the goods occurring during the carriage shall be determined in accordance with NSAB 2015.

8.2 Where it is proven that the loss of or damage to the goods occurred during sea carriage, the liability of the carrier for such loss or damage shall be determined in accordance with the HagueVisby rules.

8.3 Where it is proven that the delay of, the loss of or the damage to the goods occurred during road carriage the liability of the carrier for such loss or damage shall be determined in accordance with the CMR convention, regardless of whether or not the transport is international or national, cf. article 1(1) of the CMR convention. However, where the transport is national as opposed to international any dispute shall be solved at the venue and in accordance with the law stated in clause 10 in these terms and conditions.

8.4 If the goods are delivered by the merchant to the carrier outside the carrier's opening hours, the carrier shall not be liable for any loss of or damage to the goods that happens before the next day at the beginning of the carrier's opening hours. However in any event the carrier's

liability for any loss or damage to the articles of transport while in its actual or constructive possession before loading or after discharge, howsoever caused, shall be limited in accordance with article IV, rule 5 of the Hague Visby rules, notwithstanding that the loss or damage did not occur at sea.

8.5 The carrier shall under no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

9. General average and salvage

9.1 General average shall be adjusted at any port or place at the carrier's option and shall be settled according to the YorkAntwerp rules 1974 as revised in 1994, or subsequently, this covering all goods carried on or under deck. General average on a vessel not operated by the carrier shall be adjusted according to the requirements of the operator of that vessel.

9.2 The merchant shall deliver such cash deposit and/or other security as the carrier may deem sufficient to cover the estimated general average contribution of the goods prior to the delivery of the goods if the carrier requires, or, if the carrier does not require, within three months of the delivery of the goods the carrier shall be under no obligation to exercise any lien for general average contribution due to the merchant.

9.3 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

10. Law and jurisdiction

Any disputes arising under or in relation to this contract of carriage shall be determined at the Danish Maritime and Commercial Court and in accordance with Danish law. If the Danish Maritime and Commercial Court is not competent to hear the case, the case shall be determined by any competent Court in Denmark.

11. Mandatory national law

Any term or condition in these terms and conditions for the carriage which deviates from any compulsory provision in any mandatory national law to the detriment of the merchant is to be null and void to the extent that it deviates, from such compulsory provision. The nullity of such a term or condition does not affect the validity of the other terms or conditions in these terms and conditions for carriage.

