

# COASTAL CONTAINER LINE LTD.

## STANDARD TRADING CONDITIONS

### 1. DEFINITIONS

- (a) "the Company" shall mean Coastal Container Line Limited.
- (b) "these Conditions" shall mean these Standard Trading Conditions.
- (c) "the Contract" shall mean any contract or other transaction between the Company and the Customer.
- (d) "the Customer" shall include the Consignor, holder, consignee or receiver of the goods, every person owning or entitled to possession of the goods, the person who has entered into the contract with the Company and any person to whom that contract or any document of carriage may be transferred.
- (e) "Port to Port Shipment" shall mean a shipment by sea or inland waterway from one port or place to another whether or not such ports or places be in different countries, in respect of which the Company is not concerned with the conveyance of goods prior to the loading of the goods aboard the vessel or subsequent to the discharge of the goods from the vessel.

### 2. WARRANTY

Persons entering into transactions of any kind with the Company expressly warrant that they are either the owner of the goods or the authorised agents of the owner and further warrant that they are authorised to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may hereafter become interested in the goods and shall indemnify the Company for any loss or damage suffered or any other consequences arising out of or in connection with the fact that such persons referred to shall lack the authority or title referred to above.

### 3. SUB-CONTRACTING

The Company shall be entitled to sub-contract the whole or any part of the carriage of the goods.

### 4. CARRIAGE BY AIR

The Company arranges the carriage of goods by air only as the agent of the Customer for procuring an air carriage contract or contracts between the Customer and the airline concerned. In no circumstances does the Company contract as air carrier or as the agent of any air carrier. In the event of any loss of or damage to goods or any failure to deliver goods caused as a result of or during the course of the carriage of such goods by air or the handling, storage or stowage of such goods incidental to the carriage by air the Customer's only remedy shall be against the airline concerned. The Company shall only be liable for any pre-carriage or on carriage actually arranged by it and its liability shall be governed by these Conditions.

### 5. COMPANY'S RESPONSIBILITY

- (a) The Company accepts liability as principal in contracting with the Customer for the carriage of the goods, subject to these Conditions.
- (b) The Company undertakes to perform or (subject to the Company remaining liable as a principal with the Customer) to procure the performance of the carriage and, save as otherwise provided in these Conditions, shall be liable for loss or damage to the goods subject to the following terms:
  - (i) where the loss or damage is known to have occurred at sea, on an inland waterway or in a port area, the Company's liability shall be determined in accordance with any national law making the Hague, Hague-Visby or Hamburg Rules compulsorily applicable to these conditions or, if there is no such national law, in accordance with Articles 1 to X of the Hague Visby Rules as contained in the Schedule to the Carriage of Goods by Sea Act 1971.
  - (ii) where the loss or damage is known to have occurred during the course of carriage by road and sub-paragraph (b)(i) of this Clause does not apply and the Convention on the Contract for International Carriage of Goods by Road (CMR) dated 19th May 1956, is compulsorily applicable by reason of the law governing the contract with the Company, the Company's liability shall be determined in accordance with that Convention, but in other cases where the loss or damage is known to have occurred during the carriage of the goods, by road and CMR is not compulsorily applicable, the Company's liability shall be determined in accordance with the sub-paragraph (iii) hereof;
  - (iii) in all other cases, the Company will be liable for loss or damage occurring as a result of the negligence of the Company's servants or agents, or the servants or agents of any other parties of whose services the Company makes use in performing the combined transport;
  - (iv) SAVE THAT (subject to any provision to the contrary contained in any international convention which may be compulsorily applicable to the contract) where the goods are delivered to the Company in a sealed container or the Company is for any other reason unable to check the condition of the goods on taking them over, the Company will not in any circumstances and notwithstanding the mode of transport in use at the time when the loss or damage occurred, be responsible for any loss or damage whatsoever and howsoever arising unless it is proved to have been caused by the negligence of the Company, its servants or agents, or the servants or agents of any party of whose services the Company makes use in the performance of the combined transport.

### 6. CLAIMS AGAINST THE COMPANY'S SERVANTS AND OTHER THIRD PARTIES

The Customer undertakes that no claim or allegation shall be made against any servant or agent of the Company or any person or body whomsoever by whom the carriage or any part of the carriage is performed or undertaken (other than the Company) which imposes or attempts to impose upon such person or any vehicle or property owned by any such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person. Without prejudice to the foregoing, every such person shall have the benefit of all provisions herein benefitting the Company as if such provisions were expressly for his benefit, and in entering into this contract, the Company, to the extent of these provisions does so not only on his own behalf, but also as agent and trustee for such person.

### 7. INDEMNITY

- (a) In the event that a claim or allegation of the type described in Clause 6 above is made by the Customer against any of the persons described in that clause, despite the provisions of that clause, the Customer shall indemnify the Company against any claim which such person may make against the Company as a consequence.
- (b) The Customer shall also indemnify and hold the Company harmless against any costs, fees or expenses of whatsoever nature which may arise either directly or indirectly in connection with the goods, save that this sub-clause shall in no way affect any liability to the Customer which the Company may have expressly accepted by virtue of the other provisions of these Conditions.

### 8. NOTICE OF LOSS OR DAMAGE

Unless notice of loss or of damage to the goods, indicating the general nature of such loss or damage, is given in writing (otherwise than upon a receipt consignment note or delivery docket) to the Company or its representative at the place of delivery before or at the time of removal of the goods into the custody of the person entitled to delivery thereof, or, if the loss or damage is not apparent, within seven consecutive days thereafter (apart from such cases where the Hague Rules or similar conventions or national law applies), the Company shall be deemed prima facie to have delivered the goods as described in the consignment note in good order and condition.

### 9. TIME BAR

Subject to any provision of Clause 5 to the contrary, the Company shall be discharge of all liability under these Conditions unless suit is brought and notice thereof given to the Company within twelve months after delivery of the goods or the date when the goods should have been delivered.

### 10. AMOUNT OF COMPENSATION

- (a) Compensation shall be paid upon the basis of the invoice value for the goods lost or damaged, plus freight and insurance if paid. Where there is no invoice value, the value of the goods shall be deemed according to the current commodity exchange price or, if there is no such price, according to the current market price, or if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- (b) whenever sub-clause 5(b)(ii) applies and CMR is not compulsorily applicable, the Company's liability shall in no circumstances whatsoever and howsoever arising exceed 2 Special Drawing Rights per package or unit.
- (c) whenever sub-clause 5(b)(iii) applies, the Company's liability shall in no circumstances whatsoever and howsoever arising exceed £1.30 sterling per kilo of the gross weight of the goods lost or damaged.
- (d) higher compensation than that provided for by sub-paragraphs (b) and (c) of this Clause may be claimed only when, with the consent of the Company, a value for the goods exceeding the limits referred to in sub-paragraphs (b) and (c) hereof has been declared by the shipper and entered in the consignment note and extra freight paid, if required. In such a case, the amount of the declared value shall be substituted for the limit referred to in sub-paragraphs (b) and (c) of this Clause. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

### 11. DELAY

The Company does not undertake that goods will arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and, subject to any provision to the contrary in any compulsory applicable international convention, the Company shall in no circumstances be liable for direct, or indirect, or consequential loss or damage caused by delay. Where, by reason of any compulsorily applicable international convention, the Company is liable for delay, such liability shall be limited to the element of the freight applicable to the relevant stage of transport.

### 12. SCOPE OF APPLICATION

Save as otherwise provided herein, the Company shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage. The defences and limits of liability provided for in these Conditions shall apply in any action against the Company for loss or damage or delay whether the action be founded in contract or in tort.

### 13. CONTAINERS

- (a) The terms of these Conditions shall govern the responsibility of the Company in connection with or arising out of the supply of a container to the Customer, whether supplied before or after the goods are received by the Company for carriage or delivered to the Customer.
- (b) The Company shall not be liable for loss or damage to the goods caused by:
  - (i) the manner in which the container has been packed except when the container has been packed by the Company, in which case the Company's liability shall be governed by these Conditions; or
  - (ii) the unsuitability of the goods for carriage in the container; or
  - (iii) the unsuitability or defective condition of the container, provided that where the container has been provided by or on behalf of the Company this sub paragraph shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Company or would have been apparent upon reasonable inspection by the Customer at or prior to the time when the container was packed.
- (c) the Customer shall indemnify the Company against any loss, damage, liability or expenses whatsoever and howsoever arising caused by one or more of the matters referred to in sub-paragraph (b) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (b) (iii), the Customer shall not be liable to indemnify the Company in respect thereof unless both the provisos referred to in that paragraph apply.
- (d) the customer shall be liable up to the full replacement value for any loss of or damage to any Container supplied by or on behalf of the Company or any subsidiary or holding company of the Company or other subsidiary of the said holding company as those terms are defined by section 736 Companies Act 1985 occurring while the same is in the possession of the Customer or any of the Customers servants or agents or third parties to whom the Customer entrusts the container whether or not the same shall have been caused by any neglect of the Customer or any of the Customers servants or agents.
- (e) in the event that a container is packed by any person other than the Company, the Customer is responsible for ensuring that a seal is attached to the doors of the container at the time of packing so as to demonstrate when the container is to be unpacked that the doors have not been opened in the intervening period. In the event that a seal is not attached in accordance with this Clause, the Company will not be liable for any loss of or damage to goods packed in the container, or for any other loss whatsoever, subject only to any liability which may rest upon them by reason of any international convention which may be compulsorily applicable to the carriage of the goods and which precludes the exclusion of the Company's liability for loss or damage to goods, or other losses, in such circumstances.

#### 14. INSPECTION OF GOODS

The Company or any person to whom the Company has sub-contracted the carriage or any person authorised by the Company shall be entitled, but under no obligation, to open any container or package at any time and to inspect the goods.

#### 15. DESCRIPTION OF GOODS

- (a) The description of the goods contained in any Bill of Lading or consignment note shall be prima facie evidence of the receipt by the Company in apparent good order and condition, except as otherwise noted, of the total number of containers, packages, or other units of weight of other cargoes specified in any Bill of Lading or consignment note.
- (b) If goods are not stowed in a container by the Company, sub-clause 15(a) shall not apply and any description of the goods shall only be prima facie evidence of the apparent good order and condition of the total number of containers and weight specified in any Bill of Lading or consignment note.
- (c) Except as provided in sub-clauses 15(a) and (b) above, no representation is made by the Company as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of goods and the Company shall be under no responsibility whatsoever in respect of such description or particulars.

#### 16. CUSTOMER'S RESPONSIBILITY

- (a) It shall be the duty of the Customer to complete the Bill of Lading, consignment note or other transport document, which shall be deemed to be completed on behalf of the Customer in all cases, except (without prejudice to the foregoing) when it is completed by a third party or by the Company.
- (b) The Customer warrants to the Company that the particulars relating to the goods as set out in any Bill of Lading or consignment note have been checked by the Customer on receipt of any Bill of Lading or consignment note and that such particulars and any other particulars furnished by or on behalf of the Customer are correct.
- (c) The Customer shall indemnify the Company against all loss, damages, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the goods for which the Company is not responsible.
- (d) The Customer shall comply with all regulations or requirements of customs, port or any other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges (including ad valorem wharfage) or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of goods and indemnify the Company in respect thereof.

#### 17. LIEN

The Company shall have a general lien on all goods or documents relating to goods in their possession for all sums due at any time from the Customer whether or not such sums relate to the particular goods or documents in the Company's possession which are subjected to the said lien, and shall be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the proceeds in or towards the payment of such sums on twenty-eight days' notice in writing to the Customer.

#### 18. FREIGHT AND CHARGES

- (a) Freight and all other charges due from the Customer shall be deemed earned on receipt of the goods by the Company or sub-contractor or agent (whichever first occurs) and shall be paid goods and/or container and/or vessel lost or not lost.
- (b) In the event that any freight or other charges are stated to be payable by the consignee or receiver of the goods, the Customer shall nevertheless be and remain liable for payment thereof to the extent that payment is not received from the consignee or receiver.
- (c) No claim or counterclaim shall constitute any ground for deferring or withholding payment of monies due to the Company nor shall the same give rise to any set-off.

#### 19. ROUTE AND METHOD OF PAYMENT

Whether the Company shall have agreed to carry the goods or to make arrangements for the carriage thereof as agent of the carrier, the goods may be transported:

- (a) by any route which the Company, its servants or agents or other person or carrier performing any duties in connection with the transit may in their absolute discretion determine (whether or not the nearest or most direct or customary or advertised route and although in a contrary direction to or out of or beyond the customary or intended or advertised route);
- (b) by any means of transport whatsoever provided that where the means of transport has been agreed there shall be no obligation to transport by any other means;
- (c) by sub-contracting all or any of the Company's duties in connection with the transport, storing or handling of the goods or arranging the same;
- (d) on or under the deck of any vessel;
- (e) by at any time trans-shipping the goods.

The Company shall not be obliged to arrange for the goods to be carried, stored or handled separately from the goods of other customers.

#### 20. LIBERTIES

In the event of the existence, imminence or risk of any event which shall appear to the Company, any carrier or the owners or Master of any vessel, train, vehicle or aircraft in his or their sole discretion as likely to cause unreasonable delay to the goods or to any vessel, train, vehicle or aircraft, the Company may without notice to the Customer treat the performance of the contract as terminated and place the goods or any part of them at the Customer's disposal at any place or port which the Company may deem safe and convenient whereupon any responsibility of the Company in respect of such goods shall cease. The Company shall nevertheless be entitled to full freight and charges on goods received for transportation and the Customer shall pay any additional costs of carriage to and delivery and storage at such place or port.

#### 21. NO DEVIATION

Anything done by reason of or in accordance with Conditions 19 or 20 shall be deemed to be done in fulfilment of the contractual and intended transit and nothing so done or not done shall be deemed a deviation.

#### 22. DANGEROUS GOODS

- (a) No goods which are or may become dangerous, flammable or damaging (including radioactive materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Company for carriage without its express consent in writing and without the Container or other covering in which the goods are to be transported and the goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with any

applicable laws, regulations or requirements. If any such articles are delivered to the Company without such written consent and marking or if in the opinion of the Company the articles are or are liable to become of a dangerous, flammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Customer and without prejudice to the Company's right to freight.

- (b) The Customer undertakes that the goods are packed in a manner adequate to withstanding the ordinary risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during carriage.
- (c) Whether or not the Customer was aware of the nature of the goods the Customer shall indemnify the Company against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (d) Nothing contained in this clause shall deprive the Company of any of its rights otherwise provided for.

#### 23. COLLECTION AND DELIVERY

Where goods are to be collected or delivered by or on behalf of the Company then

- (a) The places of collection and delivery shall be the usual places at the addresses agreed for such operations at which goods are loaded and unloaded into and from vehicles provided that there is at such places a safe and adequate access and adequate loading and unloading facilities, save as when it is agreed between the parties to the contract that the shipment or transport shall be on a pier to pier, port to port, quay to quay or other agreed basis, when delivery (and collection) shall take place from such place as agreed and shall be considered as a full performance of duties under the respective contract of carriage. The Customer shall at his own risk and expense provide or procure the provision of any power plant or labour required for loading or unloading and shall pay demurrage in accordance with the Company's tariff, as amended from time to time, and shall be liable for all unreasonable detention of the Company's vehicles, containers, property and labour caused by his failure to provide suitable access, facilities, power plant or labour and shall further be liable for any damage, loss or personal injury occasioned by any defect in such plant or power or by the negligence of any such labour.
- (b) If there is no adequate access at the address agreed for delivery of the goods or if the goods are not taken by the person to whom delivery is to be made at the time when the Company is entitled to call upon him to take delivery or if the Company is unable for whatever reason to deliver the goods then the Company shall be at liberty to put the goods into storage at any place and to send by post to the person entitled to delivery a notice of arrival of the goods at such place. Upon the posting of such notice delivery of the goods will be deemed to be complete, the Company shall be under no liability whatsoever for loss or damage thereto, the goods will thereupon be and remain at the sole risk of the Customer and all storage and other charges in relation to the goods will be for his account. The Company shall further be entitled forthwith (in the case of perishable goods) or 14 days after the date of notice of arrival of the goods (in the case of non-perishable goods) to sell the same and to deduct out of the proceeds of sale all proper charges and expenses of the Company or of any sub-contractor in relation thereto.

#### 24. VARIATION OF CONTRACT, ETC.

No servant or agent of the Company shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director of the Company.

#### 25. VALUABLES, LIVESTOCK, PLANTS AND PERISHABLES

Except under special arrangements previously made in writing, the Company will not accept business relating to valuables, livestock or plants. Valuables shall include bullion, coins, precious stones, jewellery, antiques, pictures, bank notes, securities and other valuable documents and articles. Should any customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods, other than under special arrangements previously made in writing, the Company shall not be liable for any loss or damage to or in connection with the goods, however caused. The Company shall similarly not be liable for any loss or damage to or in connection with perishable goods, however caused, except where the Company has accepted the business relating to the goods under special arrangements previously made in writing.

#### 26. QUOTATIONS

Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal or revision. If at any time there is an alteration in the rates of freight, rates of exchange, insurance premiums or other charges applicable to the goods, quotations or charges shall be subject to revision accordingly with or without notice.

#### 27. GENERAL AVERAGE AND SALVAGE

General average to be adjusted at any port or place at the Company's option and to be settled accordingly to the York-Antwerp Rules 1974 and any amendment thereto. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Company is not responsible by statute, contract or otherwise, the Customer shall contribute with the Company in general average and provide any necessary security in respect thereof to the payment of any sacrifice, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Company, salvage shall be paid for as fully as if the salving vessel or vessels belonged to a third party. The Company will only accept and consider as satisfactory a general average security as referred to above, if the same is in the form of a bank guarantee provided by the shipper or receiver respectively, or alternatively by way of first class cargo insurance bond (on Lloyd's form or similar wording) if considered to be of good standing or otherwise by way of approved bond (by insurance company or otherwise) or bank guarantee if requested.

#### 28. PARTIAL INVALIDITY

If any provision in these Conditions is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and these Trading Conditions contract shall be carried out as if such invalid or unenforceable provisions were not contained therein.

#### 29. JURISDICTION AND LAW APPLICABLE

All contracts are governed by English Law. Any dispute or question thereunder or in connection therewith or in connection with the goods shall (without prejudice to the Company's right to commence proceedings in any other jurisdiction) be determined by the English Courts.

These Standard Trading Conditions came into force on 1st August 2001.

Registered in Northern Ireland (N.I. 13153). Registered Office: Victoria Terminal 3, Westbank Road, Belfast BT3 9JL.