

# STREAMLINE SHIPPING GROUP

## STANDARD TRADING CONDITIONS 1993 EDITION

THESE CONDITIONS CONTAIN EXCLUSIONS AND LIMITATION OF LIABILITY

### Definitions

Company	:	Streamline Shipping Group Limited Streamline Shipping Agencies Limited Scott Line North Sea Limited Northern Isles Freightways Limited Shetland Line (1984) Limited Orkney Line Limited
Person	:	includes persons or any body or bodies corporate.
Owner	:	includes the consignee, the holder of any document evidencing the contract of carriage, the owner of the goods and all or any person or persons having a proprietary interest in the goods (including any packaging container or equipment) and/or any person who takes delivery of the goods to which any business concluded under these Conditions relates or any other person who is or may become interested in them.
Customer	:	means any person at whose request or on whose
Service(s)	:	includes any work, help, advice, or information (in whatever form) provided by the Company for the benefit of the Customer or Owner, following specific instructions by the Customer or Owner to do so.

### General

If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.

#### 1. Customer's liabilities

(a) The Customer accepts these Conditions on his own behalf and on behalf of the Owner and warrants that he has the authority to enter into this contract on behalf of the Owner of the goods or all other persons who are or may hereafter become interested in the goods.

(b) The Owner accepts these Conditions for himself and his agents and for any parties on whose behalf they or their agents may act and in particular undertakes all the liabilities of the Customer.

(c) The Customer warrants that the description and the particulars of the goods given to the Company by or on behalf of the Customer are correct and where a transport unit as defined in sub para (e) is provided by the Customer to furnish full particulars of this.

(d) The Customer warrants that all goods have been properly stowed, lashed, labelled or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operation, transportation or transaction affecting or relating to the goods or characteristics of the goods.

(e) The Customer warrants that where the Company receives the goods already stowed in a container, trailer, flat, tank or any other device that is specifically constructed for the carriage of goods by land, sea or air (each hereinafter individually referred to as the transport unit), the transport unit is in good condition and is suitable for the intended carriage.

(f) (i) The Customer shall be bound to disclose the true nature of all goods presented or delivered to the Company. Without the prior written consent of the Company the Customer shall not present goods of a dangerous, flammable, hazardous, explosive or radioactive nature or goods likely to harbour or encourage vermin or other pests or goods liable to taint or affect other goods.

(ii) Any such goods presented without disclosure of their dangerous nature may be destroyed or otherwise disposed of by the Company or any other person in whose custody they may be at the relevant time, at any time, without notice or compensation to the Customer and the Customer shall indemnify the Company against all penalties, claims and damages, costs and expenses whatsoever arising therewith.

(iii) If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health though the Company will where reasonably practicable contact the Customer.

(g) The Customer shall indemnify the Company against all consequences and liabilities resulting from overloading of vehicles or transport unit(s).

(h) The Customer agrees to indemnify the Company from and against all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, import duties, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer.

(i) The Customer agrees to indemnify the Company against all claims by and liabilities to third parties in respect of loss, damage, mis-delivery or delay of or in connection with the goods or transport unit in excess of the Company's liabilities (if any) under these conditions.

#### 2. The Company's rights and liabilities

(a) The Company is not a common carrier.

(b) The Company contracts with the Customer as principal.

(c) The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated company. In the absence of agreement to the contrary, any contract entered into by the Company on behalf of the Customer shall be deemed to be made by the Company on its own behalf and also as agent for and on behalf of any such parent, subsidiary or associated company, and any such company shall be entitled to the benefit of these conditions.

(d) The Company's terms and conditions of waybill (The "Streamline Shipping Group Limited Waybill") shall be incorporated herein in relation to any service involving the carriage of goods by sea (whether that transportation includes the whole or part of the service). The Customer shall be bound by the terms and conditions of the Streamline Group Waybill from the time any goods are loaded onboard a ship until the time that they are discharged and such terms and conditions will prevail notwithstanding anything to the contrary in the Streamline Shipping Group Limited Standard Trading Conditions.

(e) The Company shall have liberty to sub contract any part of its services to the Customer, on such terms as it deems fit.

(f) The Company undertakes to perform the services with a reasonable degree of care, diligence, skill and judgement subject always to these conditions and subject to the provisions of clause 4 herein.

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

#### 3. Delivery

(a) The Customer or Owner shall arrange for delivery of the goods to be taken at the time and place when and where the Company is entitled to call upon such person to take delivery thereof and such delivery shall constitute due fulfilment of the Company's obligation as to delivery of the goods and the Company's liability shall thereafter cease.

(b) The Customer authorises the Company to deliver the goods to the representative of the Customer or to any person whom the Company reasonably believes to be such a representative.

(c) If the Customer or Owner does not take delivery of the goods for any reason whatsoever then the said goods may be stored ashore or afloat, subject to these conditions, wherever the Company deem fit at the expense of the Customer or Owner and the cost of such storage if paid for or payable by the Company or any Agent or sub contractor of the Company shall forthwith upon demand be paid by the Customer or Owner to the Company.

(d) Notwithstanding sub clause 3 (c) herein the Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all circumstances):

(i) On 21 days notice in writing to the Customer or, where despite reasonable efforts the Customer cannot be traced, after the goods have been held by the Company for 90 days, or which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Owner or for any reason, and

(ii) Without notice perishable goods which are not taken up immediately on arrival or which are insufficiently or incorrectly addressed or marked or which in the opinion of the Company would be likely to perish in the course of the carriage, storage or handling.

#### 4. Liability and limitation

(a) The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.

(b) The Company's liability howsoever arising and notwithstanding that the cause of the loss or damage be unexplained shall, not under any circumstances exceed:

(c) In the case of claims for loss or damage to goods either;

(i) the value of any goods lost or damaged; or

(ii) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter

referred to as SDR'S), per kilo of gross weight of any goods lost or damaged; whichever shall be the lesser sum.

(d) The Company accepts no responsibility for departure or arrival dates of the goods and shall in no circumstances whatsoever, even if due to proven negligence, be responsible for any delay in delivery of the goods, consequential losses arising therefrom and for market losses of any kind.

(e) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in sub clause (b) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.

(f) The Company shall not be liable for any damage or loss to the goods to the extent that such loss or damage is caused by strikes, lock outs, (whether actual or threatened) stoppage or restraint of labour, vermin, jettison, stranding, collision, barratry, restraints of princes, war or war like operations, hostilities, stress of weather, act of any government or other authority, inherent vice, port congestion, pollution or any other cause beyond the control of the Company. Further, the Company shall not be liable for any damage or loss to goods whatsoever and howsoever caused even if due to the proven negligence on the part of the Company its servants, agents or independent contractors before the time the Company takes the goods into its charge and after the time when the Company is entitled to call upon the Customer or Owner to take delivery of the goods as per clause 3.

#### 5. Refrigerated Transport

At the Customer's request the Company shall try to connect any cold storage vehicle, trailer, platform or container to the vessel's or land based supply of electricity but the Company shall be under no obligation to do so nor shall the Company be liable in the case of failure or unsuitability of the supply howsoever caused, whether caused by the negligence of the Company or otherwise.

#### 6. Lien

(a) The Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control, for all sums due at any time. The lien extends to all charges whether the amount thereof has been ascertained in money at the time of exercising such lien or not and whether such charges are in respect of the goods upon which this lien is exercised or any goods in the custody, control or possession of the Company.

(b) The charges within the context of this clause shall include freight and all monies due on account whatsoever from the Customer or Owner to the Company in respect of the goods or any other goods handled at any time by the Company for the Owner or Customer and also all monies which the Company may become or be liable to pay on behalf of the Customer or Owner in respect of the said goods and the costs and expenses of exercising such a lien.

(c) The lien shall be exercisable by sale without notice to the Customer or Owner at such time and in such manner as the Company may decide and the Company may deduct from the proceeds of sale the sums due.

(d) When the goods are liable to perish or deteriorate then the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention his intention of disposing of the goods before doing so.

#### 7. Insurance

(a) No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy held by the Company.

(b) Insofar as the Company agrees to arrange insurance the Company acts solely as agent for the Customer using all reasonable endeavours to effect such insurance and does so subject to the liability contained in clause 4 hereof.

#### 8. Advice and information

Advice and information in whatever form it may be given is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

#### 9. Valuable Goods

The Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with the goods howsoever arising.

#### 10. General Average

The Customer agrees to indemnify the Company against any and all claims of a general average nature that may be made against the

Company.

#### 11. Notice of Damage

Any claim of whatsoever nature in respect of the goods or any service provided for the Customer or which the Company has undertaken to provide shall be notified in writing to the Company within 7 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such a claim, otherwise all rights of action against the Company shall be absolutely barred.

12. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.

13. The Company shall have the right to enforce any liability of the Customer under these conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer, but also if it thinks fit against or from the shipper and/or Owner.

#### 14. Freight Charges

(a) The Customer shall pay to the Company all sums immediately when due.

(b) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at 4% above the base rate for the time being of Bank of Scotland.

(c) The Customer agrees that it shall remain responsible for all freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.

(d) If the currency in which freight and charges is quoted is devalued or alteration in the rate of exchange occurs with the same effect as the devaluation between the date of this contract of carriage and the date when freight and charges are payable, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

#### 15. Jurisdiction

This contract shall be governed by English law and all disputes under which it shall be determined by the Courts in England to the exclusion of the jurisdiction of the Courts of another country.

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