

ANEK LINES
Terms & Conditions Cargo - Domestic Lines

DEFINITIONS

1. Wherever the term "Shipper" is used in this Vehicle Transportation Receipt, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Bearer of the Vehicle Transportation Receipt and the Owner of the vehicle.

PARAMOUNT CLAUSE

2. The carriage is governed by (a) the Hague Rules contained in the Brussels International Convention dated the 25th August 1924 and the Protocol of 25th August 1924 as amended by Protocol 23rd February 1968, (b) the Athens Convention Relating to Carriage of Passengers and their Luggage by Sea hereinafter called the "Athens Convention 1974".

LOADING UNIT-SHIPPER'S DECLARATION

3. Exception made for the exclusions of liability hereby contained the vehicle (tractor or truck and trailer), the goods or any other object therein contained, will be considered under the contract as a loading unit and accepted without any reservation, in no case will mean the Carrier's acknowledgement and no responsibility will ever affect him.

PERIOD OF RESPONSIBILITY

4. The Carrier or his Agent shall not be liable for loss of or damage to the vehicle during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

PRESENTATION OF LOADING - FAILURE TO LOAD

5. The confirmation of booking or acceptance of the transport by the Carrier even if he has received the corresponding payment in whole or in part, does not necessarily imply that the vehicle will actually be loaded. Loading depends on safety conditions, which may prevent navigation and loading of the vessel. If loading is not carried out, the Carrier shall refund the freight costs paid in cash in a net amount and shall not be liable for any additional charges of any nature, such as claims for damage or otherwise.

6. Vehicles must be alongside the vessel at least 2 hours prior to sailing time with all the necessary shipping and customs documents already cleared as well as the supporting documents of the payment of the freight, in case of delay due to any reason whatsoever even if is not imputable to the Shipper the Master is entitled to refuse loading. The Carrier shall claim the full payment of the freight in case the Shipper fails to be ready for loading at the appointed time even if the reason is beyond his power. In both cases the carriage contract shall be considered terminated.

7. The Shipper shall be responsible for presenting the vehicle ready to be shipped, in the manner provided for, with its cargo safely stowed and secured, closed, covered and sealed; the Shipper shall be exclusively liable as regards the above against the Carrier and third parties.

8. Vehicles shall be loaded according to the Master's instructions.

9. The Master is free to refuse the loading of a vehicle at his sole judgement and no other compensation will be due to the Shipper than the refund of the freight already paid by him. Should the cause of the rejection of the loading be defective stowing or securing of the cargo, default in the gear, break or any other part of the vehicle Shipper's incorrect declaration or by any other cause imputable to the Shipper or his servants, the Carrier will be entitled to keep the full price paid for the transport and the present contract shall be considered terminated.

The shipping of the vehicle, even without any reservation, does in no case imply the acknowledgement of its sound condition and proper operation, the correct stowing of the cargo, the exactness of the declaration of the Shipper etc. and no responsibility whatsoever will affect the carrier and the Vessel and neither will they be liable to third parties.

LOADING - UNLOADING

10. The shipper shall bring the vehicle or board up to the stowage place to his care, expense and responsibility. The Shipper and the Receiver shall unload and take delivery of same at the discharging port and the Carrier shall not be in any way liable not even to third parties. The driver of the vehicle or the tractor eventually lent by the ship acts as a servant of the Shippers or Receivers even if he is a servant of the vessels or of a third party and the Shipper and the Receiver are responsible for any damage caused by the driver during the operations of loading, parking and unloading of the vehicle. The staying of the vehicle on the pier before loading and after unloading shall be at the Shipper's and/or Receiver's care, expense and responsibility.

11. In case of emergency drivers shall be at the Master's disposal and will orderly comply with his instructions.

12. At the ship's arrival at the destination, port drivers and/or Receivers shall take delivery of their vehicles (on time and without hindering/delaying the normal outflow of the other vehicles) after previous demonstration of the shipping documents. Failing the driver/Receiver to take the vehicle out of the Ship on time and quickly, the Vessel will provide to that effect by taking the Vehicle from the Vessel onto the pier always at the Shipper's and/or Receiver's risk, expense and responsibility.

The Receiver will take delivery of the vehicle after paying the the "BLUE STAR FERRIES MARITIME SA & CO JOINT VENTURE" any expenses incurred and their Agents shall be at liberty - but not compelled - to place the Vehicle on a parking area (guarded or unguarded) at the Shipper/Receiver's risk and expenses.

IDENTITY OF CARRIER

13. The Contract evidenced by this Vehicle Transportation Receipt is between the Shipper and the Joint Venture named herein (or its substitute) and it is therefore agreed that the said Joint Venture shall be liable only for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that the Carrier and/or bailee of the vehicle shipped hereunder is another party, all limitations of, and exonerations from, liability provided for by law or by this Vehicle Transportation Receipt shall be available to such other party. It is further understood and agreed that Agents who have executed this Vehicle Transportation Receipt for and on behalf of the Master are not a principal in the transaction. The said Agents shall not be under any liability arising out of the contract or carriage, neither as Carrier nor bailee of the vehicle.

THE SCOPE OF VOYAGE

14. The intended voyage shall not be limited to the direct route but shall be deemed to include any proceedings or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew.

SUBSTITUTION OF VESSEL, TRANSSHIPMENT AND FORWARDING

15. Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the vehicle to the port of destination by the said, or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the vehicle beyond the port of destination, and to transship, land and store the vehicle either on shore or afloat and reship and forward the same at Carrier's expenses but at Shipper's risk. When the ultimate destination at which the Carrier may have engaged to deliver the vehicle is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

FREIGHT AND CHARGES

16. (a) Prepayable freight, whether actually paid or not, shall be considered as fully earned, upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at twenty percent (20%) per annum, shall run from the date when freight and charges are due.

(b) Any dues, duties, taxes and charges which under any denomination may be levied on

any basis against the vessel such as amount of freight, weight of vehicle or tonnage shall be paid by the Shipper.

(c) The Shipper shall be liable for all fines and/or losses which the Carrier, vessel or vehicle may incur through non-observance of Customs and/or import or export regulations.

LIMITED LIABILITY

17. Fares and Timetables listed in the “BLUE STAR FERRIES MARITIME SA & CO JOINT VENTURE” Catalogue are based on conditions existing at the time of print. If any conditions should change after the time of print, the company reserves the right to make changes in the timetable or to refrain from contractual obligation. In the event that contractual obligations are not fulfilled, the Customer is entitled to compensation. However, the Joint Venture is not liable for any damages resulting thereof. In the event of an increase in fuel prices, currency fluctuation or other unforeseen circumstances, it reserves the right to change the fares without prior notice.

LIENS

18. The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the vehicle with its contents privately or by auction to cover any claims.

GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, etc.

19. (a) The Master and the Carrier shall be at liberty to comply with any orders or directions or recommendations in connection with the transport under this contract given by any Government or other Authority or anybody acting or purporting to act on behalf of such Government or Authority or having under the terms of insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any vehicle onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy or any person onboard to the risk of loss of life or freedom or than any such risk has increased, the Master may discharge the vehicle at port of loading or any other safe and convenient port.

(c) Should it appear that epidemics, quarantine, ice-labour troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore-difficulties in loading or discharging would prevent the vessel from leaving the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the vehicle at port of loading or any other safe and convenient port.

(d) The discharge under the provisions of this clause of any vehicle for which a Vehicle Transportation Receipt has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are

incurred, they shall be paid by the Shipper in addition to the freight, together with return of freight if any and a reasonable compensation for any extra services rendered to the vehicle.

(e) If any situation referred to in this clause may be anticipated or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Vehicle Transportation Receipt is issued.

(f) The Shipper shall be informed accordingly, if possible.

EXCEPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS OF THE CARRIER

20. It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exception, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Vehicle Transportation Receipt. The Carrier shall be entitled to be paid by the Shipper on demand any sum recovered or recoverable by the Shipper or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

REFRIGERATED TRANSPORT

21. Any refrigerating means of transport are obliged to comply with regulations provided by the Ministry of Maritime and Island Policy which forbid vehicles to use their own means of power energy once they are on board. Upon shipper's request made at the time of booking and provided it is feasible according to the availability of energy plugs, the ship may grant connection to the main electric system, provided the vehicle is equipped with the special circuit breaker suits with alarm trip in case of breaker abnormal trip. The shipper is responsible towards the ship and third parties, excluding any liability whatsoever to the Carrier and of ship caused by either any lack or temporary defect or current sudden alterations of voltage and for any other fault of breakage in the generating plant and supply of electric energy of the ship even in case it is attributable to personnel. Supply of energy shall be interrupted in case the motor of the refrigeration

vehicle produces sparkles while functioning. In case that the refrigerant means of transport operates on its own power source at sea, its operation will be immediately terminated.

EXCEPTIONS AND LIMITATIONS OF CARRIER'S LIABILITY

22. The Carrier will under no circumstances be responsible for any damage arising from delay in the sailing or its cancellation and will not be liable for any loss or damage or for any missing item from the vehicle, cargo or any other object therein whenever this may happen, before or during the loading, transport or unloading and whatever the cause, even if attributable to his agents or servants responsibility.

23. The Master will be at Liberty, due to any circumstances concerning the ship or voyage to discharge the passengers and cargo at any port which is not that of destination. In this event and should the distance covered by the vessel and the time employed be under schedule the Carrier will refund upon request the proportionate difference of the freight thus relieving himself of any other indemnity.

24. The Shipper and/or Driver expressly declare that the vehicle is not carrying flammable, explosive, chemical or otherwise dangerous goods and/or other goods that have not been stored safely.

25. The Shipper and/or Driver is bound to declare to the Master and/or Ship's agent the dangerous nature of the goods carried on his vehicle e.g. flammable, explosive or other dangerous goods as per IMO class prior to embarkation, as well as that the vehicle and the driver are equipped and fully licensed for the carriage of such dangerous goods. The vehicle carrying dangerous goods with the consent of the Carrier or Master or Agent, may only be placed at the appropriate space of the vessel intended for such cargo, provided that such space is available. The carriage of such dangerous goods is subject to compliance with the requirements provided for by the Ministry of Maritime and Island Policy and/or the Ministry of Infrastructure and Transport.

The Master is at liberty at any time in case where such dangerous goods are placed on board the vessel with his full knowledge and consent constitute a danger for the vessel and/or cargo to discharge and/or destroy same without any responsibility for the vessel and or Carrier his servants and agents unless in case of General Average.

26. The Carrier has no knowledge, whatsoever, of the description, sort and value of goods loaded on the vehicle.

GENERAL AVERAGE

27. General Average will be governed by the York Antwerp Rules of 1974. Before taking delivery of the goods the Receiver shall sign the "Lloyd Average Bond" and will have to make the deposit determined by Carrier as security of the contribution.

The deposit under art. 22 of the above will be made to the joint account of the Carrier and the adjuster at a bank chosen by both Carrier and adjuster. One or more adjusters

named by the Carrier will handle the settlement on an amicable basis, in Athens, Greece.

JURISDICTION

28. It is agreed that any dispute will be brought exclusively before the **Courts of Piraeus**, Greece.