

Conditions of carriage

Viking Line ABp (hereafter the "carrier") is entering into a contract on the carriage of motor vehicles, lorries, trailers, containers and other goods transportation vehicles (hereafter the "goods") in accordance with these conditions of carriage.

1. Contract of carriage

The contract of carriage is made on the basis of a confirmed advance booking or at the time of departure. The advance booking need not be made formally. The charter party comes into force when the carrier confirms the booking. A freight ticket is given as proof of the contract of carriage.

2. Freight and terms of payment

The contract of carriage is based on the tariff and exchange rates valid that day. Unless otherwise agreed, freight must be paid, at the latest, before loading. Freight must be paid in full and is not deductible against a counter claim.

3. Delivery over the goods

The goods which are carried with an accompanying towing vehicle, must be ready for loading onto the vessel at least one hour before the scheduled time of departure; in the event of a later arrival the booking is considered forfeit and the carrier has no obligation to take the goods on board. The goods are considered to have been delivered to the carrier when the towing vehicle has been checked in.

Goods which are carried without an accompanying towing vehicle, must be delivered to the carrier in the terminal area, on the same terms, at least one hour before the scheduled time of departure.

Goods which are carried without an accompanying towing vehicle are considered to have been delivered to the carrier when they have been brought to the terminal area to a place indicated for this type of goods, however, not before the check-in procedures have begun for the sailing for which the goods are destined.

The goods must be delivered in such condition that they can be loaded onto the vessel, stowed, transported and unloaded safely and easily. The carrier has no obligation to check the inside of the goods transportation vehicle or other transportation apparatus in order to secure that the goods have been packed in a way that they can not be damaged or cause damage to any person or property.

The consignor is liable to the carrier for the damage caused by goods improperly packed or stowed in the goods transportation vehicle.

4. Collection of the goods

Goods which are carried without an accompanying towing vehicle must be collected from the port of destination no later than two hours after the scheduled time of arrival. If the goods are not collected within this period of time, the carrier will leave the goods in the terminal area at the consignee's cost.

5. Subcontractor contracts

The carrier has the right to use a third party to carry out the transportation or a part thereof, the loading or unloading, warehousing or other duties which are essential to the fulfilment of the contract of carriage.

If it has been agreed in the contract of carriage that a certain part of the transportation is carried out by a subcontractor, the carrier reserves the right to be discharged from liability concerning damages caused while the goods are in the custody of the subcontractor.

6. The carrier's right to cancel the contract of carriage

The carrier has the right to cancel the contract of carriage if the fulfilment of the contract is prevented by force majeure such as the vessel not being able to sail due to industrial conflict, action taken by the authorities, average, fire, hazard or peril that is peculiar to the sea, war, revolt or unrest, saving of human lives, ship rescue operations or an act of God.

If the carrier cancels the transportation contract in accordance with this section, the paid freight will be returned excluding possible part carriage freight in accordance with chapter 14, section 4 of the Finnish Sea Act.

7. Hazardous goods

Hazardous goods are only accepted for transportation with the consent of the carrier.

The consignor of hazardous goods must provide the following information: the IMDG code, the technical classification item, any necessary safety precautions and actions to be taken in the event of an accident.

If the consignor hands the goods over to the carrier without indicating the hazardous nature of the goods and the necessary safety measures, the consignor is liable to the carrier for costs and other damages caused by the transportation of this kind of goods.

In such cases the carrier has the right, depending on the circumstances, to take the goods apart, to render them harmless, or to destroy them without any obligation to pay compensation.

8. The carrier's responsibility

The carrier's liability for damages is determined in chapter 13 of the Finnish Sea Act on transportation of general cargo. The carrier's liability for damages is limited to the extent to which restricting and relieving is permitted in the said section of the Act. The carriage thus comes under the international convention of 1924 concerning the stipulation of certain universal regulations on bills of lading in the form that they have in the amendment protocol of 1968 (the Hague - Visby regulations) and in the protocol of 1979 on the amendments to the said protocol; conditions which differ from the said Act and convention to the disadvantage of the consignor, the stevedore or the consignee, are invalid.

The carrier is thus liable for the goods from the moment the goods are delivered to be carried until the moment the goods are delivered to the consignee, or if the consignee does not collect the goods and they are left in the terminal area, two hours after the scheduled time of the arrival.

The carrier is liable for damage caused by delay or damages caused by the loss of, or damage to, the goods while they are in his custody, unless he can prove that no fault or neglect on his part, or on the part of someone else for whom he is responsible, has caused the damage or contributed to its arising.

However, the carrier is not responsible for damage which is caused by measures taken to save human lives or justifiable measures taken to rescue a vessel or other property at sea.

The carrier is not liable if he can prove that the damage is due to a navigation error or navigation neglect or the handling of the vessel or a fire, providing that he, or a person he is responsible for, has not neglected their relevant duties to ensure that the vessel is seaworthy before departure.

The carrier is not responsible for disturbances in the function of freezing or heating apparatus accompanying the goods.

When determining damages due to delay, it must be observed, that the times given in timetables are not guaranteed but approximate. The information in the timetables concerning times is not considered part of the contract of carriage.

The carrier is not responsible for indirect damage such as loss of income, etc.

The liability of the carrier is limited to 667 Special Drawing Rights (SDR) for each piece or other unit of goods, or if the liability would thus become greater, to 2 SDR for each kilogram of the gross weight of the goods in question. Every motor vehicle, container, pallet or other such transportation item, with or without load, is considered as one piece in every respect, including the liability of the carrier, and can be loaded onto the deck without specifically notifying the consignor of it.

9.

The provisions made here are for the benefit of the officers, crew, agents and stevedores of the vessel, or any other persons for which the carrier is responsible.

10.

A general average is shared in accordance with the York/Antwerp regulations and the general average adjustment is made by the average adjuster appointed by the carrier.

11.

If the goods have been transferred out of the terminal area of the destination port without the consignee having informed the carrier in written form of any loss or damage which he has noticed, or should have noticed, and of the general extent of the loss or damage, the goods will be considered to have been handed over in an undamaged condition. If the loss or damage could not have been noticed in connection with the handing over of the goods, the above will still apply, if such information is not given within three days.