

These Standard Conditions are based upon the North Sea Standard Conditions of Carriage, clauses 1, 2, 4, 8, 11, 12, 17, 18, 21, 22, 25, 26 and 27 having been altered. These Standard Conditions shall apply to every contract concluded with the Carrier for the performance of the entire transport as undertaken by the Carrier, whether evidenced by the issuance of a document or not.

I GENERAL PROVISIONS

1 Definitions

"Carrier" means the party who has undertaken to perform or to procure the performance of the entire transport from the place of receipt or port of loading to the port of discharge or place of delivery, whichever respectively applicable. "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of any document evidencing the contract of carriage, the owner of the goods, the notify party and anyone acting on behalf of any such person.

2 Tariff

The Terms of the Tariff, including the Carrier's Standard Container Leasing Terms, at the date of shipment are incorporated herein.

3 Time Bar and Notice of Loss

All liability whatsoever of the Carrier shall cease unless suit is brought within twelve months. Unless notice of loss or of damage to the Goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof or, if the loss or damage be not apparent, within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described on receipt.

4 Law and Jurisdiction

The Contract of Carriage is governed by Finnish law and any dispute arising from the Contract or connected to these Standard Conditions shall be determined by the Helsinki City Court. No proceedings may be brought before any other court unless the Parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

II PERFORMANCE OF THE CONTRACT

5 Sub-contracting

1 The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

2 For the purposes of the Contract of Carriage and subject to the provisions in these Standard Conditions, the Carrier shall be responsible for the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage.

6 Methods and Routes of Transportation

1 The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means methods and routes.

2 In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and assist vessels at all their situations.

7 Carrier's Consolidation. Carriage of Articles of Transport on or under Deck

1 Goods may be consolidated by the Carrier in Articles of Transport.

2 Articles of Transport, whether consolidated by the Carrier or received by the Carrier in a consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

8 Delivery

If the Merchant does not take delivery of the Goods within a reasonable time after the Carrier calls upon him or his agents so to do, and in any event within two weeks after discharge, the Carrier shall be at liberty to store the Goods on behalf of the Merchant at the Merchant's risk and expense but subject, if requisite, to the lien provisions of Clause 18 hereof. Such storage shall constitute delivery for the purpose of Section III of these Standard Conditions.

9 Hindrances also Affecting Performance

1 The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.

2 If at any time the performance of the Contract of carriage is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatever kind including strike and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract, the Carrier whether or not the transport is commenced may elect to

a) treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant's disposal at any place, which the Carrier shall deem safe and convenient; or

b) deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III CARRIER'S LIABILITY

10 Basic Liability

1 The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods into his charge and the time of delivery.

2 The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

a) The wrongful act or neglect of the Merchant.

b) Compliance with the instructions of the person entitled to give them.

c) The lack or insufficiency of or defective condition of packing in the case of Goods, which by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.

d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

e) Inherent vice of the Goods.

f) Insufficiency or inadequacy of marks or numbers on the Goods.

g) Strikes or lock-outs or stoppage or restraints of labour from whatever cause whether partial or general.

h) Fire, unless caused by the actual fault or privity of the Carrier.

i) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

3 Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

4 The burden of proving that the loss or damage was due to one more of the causes, or events, specified in (a), (b) and (h) of sub-clause (2) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of sub-clause (2), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes or events.

11 The Amount of Compensation

1 When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the Contract of Carriage or should have been so delivered.

2 The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

3 In combined transport, where the stage of carriage, where loss or damage occurred, is not known, or is known, but no international convention or national law is applied by virtue of clause 12, compensation shall not exceed 2 SDRs per kilo of the gross weight of

the goods lost or damaged. A SDR means Special Drawing Right as defined by the International Monetary Fund

4 Higher compensation may be claimed only when the value of the Goods declared by the Consignor is exceeding the limits laid down in this Clause and, with the consent of the Carrier has been stated in the Document evidencing the Contract of Carriage for the purpose of extending his liability. In that case the value declared shall be substituted for the aforementioned limits.

12 Special Provisions and Paramount Clause

1 Notwithstanding anything provided for in clauses 10 - 11 of these Standard Conditions if it can be proved where the loss or damage occurred, the Carrier, and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions

a) can not be departed from by private contract to the detriment of the claimant and

b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a bill of lading or any particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier's liability extend to live animals and/or goods that are stated to be carried on deck and are so carried.

2 In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea by virtue of the foregoing provisions of this clause the liability of the Carrier shall be determined by the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25th August, 1924, as amended by the Protocol signed at Brussels on 23rd February, 1968, and the protocol in relation to SDRs signed at Brussels on 21st December, 1979 from the time the Goods are received at the sea terminal in the port of loading to the time the Goods are delivered or dispatched from the sea terminal in the port of discharge. The aforesaid shall also determine the liability of the Carrier in respect of coastwise carriage and/or carriage by inland waterways as if such carriage was carriage by sea. Furthermore all such Articles of Transport on deck as described in sub-clause (2) of clause 7, shall be carried under the same liability as stated above.

13 Delay, Consequential Loss etc

1 Times shown in time-tables, sailing plans or elsewhere are approximate and not guaranteed. They are not to be considered part of the Contract of Carriage and are subject to change without notice.

2 The Carrier accepts liability of consequential loss, other than loss of or damage to the Goods, only in so far as mandatory rules to this effect are applicable. In such case delay in delivery of the Goods shall be considered as existing only if it is proved that delivery of the Goods has not been made within a time limit that is not clearly unreasonable with regard to all circumstances of the case.

14 Defences and Limits for the Carrier and Servants etc

The Defences and limits of liability provided for in these Standard Conditions shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

2 If any action for loss of or damage to the Goods is brought against a servant, agent or independent contractor, including stevedores or any those referred to in sub-clause (2) of clause 5, such person shall be entitled to avail himself of the defences and limits of liability, which the Carrier is entitled to invoke under these Standard Conditions, as if they were expressly made for his benefit and in entering into any Contract of Carriage the Carrier does so not only on his own behalf but also as agent and trustee for such persons who shall to this extent be or be deemed to be parties thereto.

3 In any case the aggregate of the amounts recoverable from the Carrier and his servants, agents or independent contractors, including stevedores and any of those referred to in sub-clause (2) of clause 5, shall in no case exceed the limits provided for in these Standard Conditions.

IV DESCRIPTION OF GOODS

15 Carrier's responsibility

The Document evidencing the Contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking. In respect of such particulars proof to the contrary shall not be admissible when the Document has been transferred to a third party acting in good faith.

16 Shipper's responsibility

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity and weight, as furnished by the Shipper and he shall identify the Carrier against any loss, damage and expense arising of resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the Shipper.

V FREIGHT AND LIEN

17 Freight

1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered. Interest at 1.5 per cent per month or, in the event of mandatory national provisions, at such other rate that is compulsorily applicable, shall run from the date when freight and charges are due.

2 The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable the following cause to apply:

If the currency in which freight and charges are quoted is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the 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.

In case the Carrier has consented to payment in another currency than the above mentioned currency, then all freight and charges shall - subject to the preceding paragraph - be paid at the highest selling rate of exchange for bankers' sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight and charges are paid the rate to be used will be the one in force on the last day when the banks were open.

3 In the event of increase in price for fuel oil all freight rates may be adjusted in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

4 For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

5 If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable.

6 The Merchant shall be liable for the payment of all freight, charges and demurrage etc, payable at destination, which the Carrier can not obtain from the Shipper or Receiver.

18 Lien

The Carrier shall have a lien on the goods and any documents relating thereto for all sums payable to the Carrier under this Contract and/or any other Contract and for general

average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

VI MISCELLANEOUS PROVISIONS

19 General Average

1 General average shall be adjusted according to York-Antwerp Rules 1994 at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of the Carrier. This provision shall cover all Goods whether carried on or under deck as well as deck cargo and live animals. 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 before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. If a saving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel belonged to strangers.

2 If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average the Merchant - by receiving the Goods - becomes personally liable for the contribution up to the C.I.F. value of the Goods provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Goods of his intention to declare General Average.

The Merchant undertakes, if so requested by the Carrier, to disclose the C.I.F. value of the Goods and the name and address of the Underwriter. Unless the Merchant provides the Carrier with an undertaking from such Underwriter to pay General Average contribution the Merchant shall give the Carrier such other security as he may approve.

20 Both-to-Blame Collision Clause and New Jason Clause

The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO to be considered incorporated herein.

21 Dangerous Goods

1 The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active or damaging nature without previously giving written notice of their nature to the Carrier marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the Carriage.

2 If the requirements of sub-clause 1 are not complied with the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier.

3 Goods which are or at any time become dangerous, inflammable, radio-active or damaging may, at any time or place, be unloaded, destroyed or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under 1 above, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

22 Shipper's Consolidation, Reefer and Heating Machines

1 If an Article of Transport has been consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under clauses 10 and 12 hereof, not be liable for damage to or loss of the Goods therein nor for damage to or loss of the Article of Transport itself and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier, if such loss, damage or expense is attributable to

a) overloading, negligent or inadequate consolidation, securing, covering or locking of the Article of Transport;

b) the Goods being unsuitable for carriage in the Article of Transport actually used;

c) the unsuitability or defective condition of the Article of Transport, unless the Article of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Article of Transport for conveyance.

d) packing refrigerated or ventilated Goods that are not at the correct temperature for the carriage.

2 The Carrier does not accept liability for the consequences of malfunctioning refrigerating or heating machines (including thermostatic or ventilating control unit) attached to Articles of Transport.

3 The Merchant undertakes not to deliver for carriage any Goods which require refrigeration, ventilation or any special attention without previously giving written notice of the particular temperature range to be maintained by the Carrier on the thermostatic or ventilation control unit. The Merchant undertakes that he has checked the thermostatic or ventilating control unit and that it is properly and exactly set before receipt of the Goods by the Carrier. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligations and further does not guarantee the maintenance of any intended temperature inside the Article of Transport.

23 Heavy Lifts

All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted to or available at the quay work or on the vessel to be for the Merchant's account. Notwithstanding the provisions of sub-clause (2) of clause 12 the liability of the Carrier in respect of heavy lifts is limited to the time when Goods are loaded until the time they are discharged from the vessel.

VII SPECIAL AND LOCAL CLAUSES

24 Deck Cargo not covered by clause 7:2

Goods which are stated in the document evidencing the Contract of Carriage to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

25 Local clauses

1. The Netherlands and Belgium. Whether a Document evidencing the Contract of Carriage has been issued or not, the Merchant expressly waives and renounces Article 700 of the Nederland Commercial Code and Article 148 of Part II of the Belgium Commercial Code and agrees to contribute his proportion of General Average, including damages and expenses and allowances to the ship, even if these have been caused by inherent vice of the ship, or by the fault or neglect of the Master of the crew.

2. France. The Merchant to pay any surtax on cargo for French ports.

3. Morocco, Algeria and Tunisia. Taxe de Peage. At Ports in Morocco, Algeria and Tunisia "Droits d'embarquement ou de débarquement sur la marchandise (Taxe de Peage)" to be paid by the Merchant.

4. Mediterranean. Should the Merchant intend to take delivery of the Goods direct from the Vessel's Agent notice in writing at least 24 hours prior to Vessel's expected arrival.

5. Spain. All Spanish taxes, including freight taxes and cargo dues (T-3 tariff) to be for the Spanish Merchant's account.

6. Portugal. The original transport document without being validated by the agent of the Vessel is neither valid for Customs clearance purposes nor for obtaining delivery of the cargo covered by same from the entity who, in accordance with Art 18 of Dec Law 352/88, or any other applicable rules, is responsible for reception of cargo at the port of destination.

7. Russia and CIS Countries. Any and all dues, taxes, levies, fees etc. charged on the Goods and/or on the Article of Transport to be for Merchant's account.

26 Special rules on industrial waste

The transport of Goods covered by the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention on 22 March 1989) are carried only subject to prior approval of such a carriage from the Carrier.

27 If the Terms of these Standard Conditions of Carriage differ from the compulsory stipulations of any International Convention or national law, which in case of dispute are applicable, the compulsory stipulations in the said convention or law shall prevail, only, however, in such respects as the terms differ but no further TRANSIT