

FEEDER STANDARD CONDITIONS

Applicability

The provisions set out and referred to in these Standard Conditions shall apply to every contract concluded with the Carrier for the performance of the transport as undertaken by the Carrier, whether evidenced by the issue of a document or not.

1. Definitions.

"Carrier" means the party who has undertaken to perform or to procure the performance of the transport from the place of receipt or port of loading to the port of discharge or the place of delivery, whichever respectively applies.

"Merchant" includes the shipper, the receiver, the consignor, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person who is the owner of the cargo.

"Person" includes an individual, corporation, or other legal entity.

"Goods" includes, unless otherwise indicated, the container and/or the contents thereof.

2. Notification.

Any mention in these Standard Conditions or in the Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

3. Liability for Carriage Between Port of Loading and Port of Discharge.

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to these Standard Conditions. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound Shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to these Standard Conditions save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by these Standard Conditions. The Carrier shall in no case be responsible for loss of or damage to Goods arising prior to loading, after discharging, or with respect to deck Goods and live animals.

(b) If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to the freight for the carriage covered by these Standard Conditions or the relevant Bill of Lading, or to the limitation amount as determined in sub-clause 3(a), whichever is the lesser.

(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under these Standard Conditions shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable, the Additional Clause.

(d) All times shown in any timetable, sailing plan or elsewhere are approximate only and not guaranteed. They are not to be considered part of the Contract of Carriage and are subject to change without notice. The Carrier accepts no liability for consequential loss, other than loss of or damage to the cargo, only in so far as mandatory rules to this effect are applicable.

(e) If any action for loss or damage to the Goods is brought against a servant, agent or independent contractor, including stevedores or like person, 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 their 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.

(f) All liability whatsoever of the Carrier shall cease unless suit is brought within nine (9) months after delivery of the Goods or within such other periods as may be prescribed by any relevant rules stated in this clause as may be applicable, whichever is longer. Unless notice of loss of or 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 consecutive days thereafter, or within six days after discharge whichever is the earliest, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described on the receipt.

4. Law and Jurisdiction.

Disputes arising out of or in connection with these Standard Conditions shall be exclusively determined by the courts and in accordance with the law of State of Qatar where the Carrier has his principal place of business.

5. The Scope of Carriage.

The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

6. Substitution of Vessel.

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the set or other vessel or vessels either belonging to the Carrier or others, or by other means of either belonging to the carrier or others, or by other means of transport, proceeding either directly or indirectly to such port. 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.

7. Transhipment.

The carrier shall be at liberty to tranship lighter, land and store the cargo either on shore or afloat and reshipe and forward the same to the Port of discharge. The Carrier is also entitled to perform the transport in any reasonable manner and by any

reasonable means, methods, and routes. In accordance herewith, for instance, in the event of carriage by sea, Vessels may sail with or without pilots, undergo repairs, adjust equipment, dry-dock, and assist vessels in all situations.

8. Liability for Pre- and On-Carriage.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

9. Loading and Discharging.

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent.

(b) The Merchant shall, at his risk and expense, handle and/or Store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior notice.

(d) The Merchant or his Agent shall tender the cargo when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load Such cargo, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours not withstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier. For avoidance of doubt, 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, the Carrier shall be at liberty to store the cargo on behalf of the Merchant at the Merchant's risk, costs and expenses subject, if required only to the lien provisions of clause 11 hereof. Such storage shall constitute delivery for the purposes of these Standard Conditions.

(f) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

10. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines.

(a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under these Standard Conditions are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent, shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes, and charges which under any denomination may be levied, *inter alia*, on the basis of freight, weight of cargo or tonnage of the Vessel.

(d) The Carrier shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents (excluding unlawful Goods and/or declaration for which see (j) below) weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement, or value verified.

(f) The Merchant 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 Merchant and he shall indemnify the Carrier against any loss, damage and expense arising or resulting from all inaccuracies in or inadequacy of such particulars.

(j) The Merchant warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage. The Merchant also warrants that it shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.

11. Lien.

The Carrier shall have a lien on all cargo for any amount due under this contract and the cost of recovering the same and shall be entitled to sell the cargo privately or by auction to satisfy any such claims. For avoidance of doubt, the Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his discretion for all freight, charges and expenses of whatever kind and nature due to the Carrier under the Contract of Carriage and also in respect of any previously

unsatisfied amounts of the same nature and for the same costs and expenses of exercising such a lien and such sale. Such lien and liability shall remain notwithstanding the Goods have been landed, stored, or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

12. General Average and Salvage.

General average shall be adjusted, stated, and settled in London according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo, whether carried on or under deck. 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 Carrier is not responsible by statute, contract or otherwise the Merchant shall contribute with the Carrier in General Average 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 cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for us fully as if the salving vessel or vessels belonged to strangers.

13. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence, or default of the Master, Mariner, Pilot, or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator, or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under these Standard Conditions given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo onboard to risk of seizure, damage, or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(c) Should it appear that epidemics; quarantine; ice; labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of carriage.

(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

15. Defences and Limits of Liability for the Carrier, Servants and Agents.

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind 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.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition, and liberty herein contained and every right, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) 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 might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract of carriage.

16. Stowage.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate Goods.

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

17. Shipper-Packed Containers, trailers, transportable tanks, flats, and pallets.

(a) If a container has not been filled, packed, or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall

cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

- (i) negligent filling, packing, or stowing of the container;
- (ii) the contents being unsuitable for carriage in container; or
- (iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed, or stowed.

(b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats, and pallets which have not been filled, packed, or stowed by the Carrier.

(c) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

18. Return of Containers.

(a) Containers, pallets, or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets, or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

19. Dangerous & Polluting Goods

(a) The attention of the Consignor and Shipper is drawn to the International Maritime Dangerous Goods (IMDG) Code Amendment 27, 1994 and supplements on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAG). The following information is always required on dangerous Goods shipping documentation and always in this order:

- 1) Proper Shipping Name.
- 2) Class (and Division when applicable).
- 3) United Nations (UN) number. (The IMDG page number must never appear on documents)
- 4) Packaging Group (PG).
- 5) Number and kind of packages.
- 6) Total quantity of dangerous Goods.
- 7) Declaration signed on behalf of the shipper. Further information is sometimes required on shipping documentation depending on the nature of the Goods
- 8) For Goods in classes 1, 6.2 and 7, and for certain substances in classes 4.1 and 5.2 – and for Articles of Transport under fumigation.
- 9) Specific reference to empty uncleaned Articles of Transport and waste dangerous Goods.
- 10) Minimum flashpoint if 61 degrees Celsius or below.
- 11) Subsidiary hazards not communicated in Proper Shipping Name.
- 12) The words "Marine Pollutant" if applicable.
- 13) The words "Limited Quantity" if applicable.
- 14) Other information considered necessary by National Authorities.
- 15) In certain circumstances special certificates are required:
 - (i) Container Packing Certificate
 - (ii) Vehicle Declaration.
 - (iii) Weathering Certificate.
 - (iv) Exemption Certificate
 - (v) Classification etc. Certificate for certain substances in classes 4.1 and 5.2.

(b). Where combined transport is involved the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) to the contract for International Carriage of Goods by Rail (CIM) or special arrangements made between the contracting parties in respect hereof apply to the appropriate leg.

(c). Dangerous Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained for the Goods to remain in the port.

(d). Dangerous Goods which have not been declared to, or declared incorrectly to, the Carrier and dangerous Goods which subsequently become a risk to the method of transport, other Goods or the environment may be discharged, destroyed or be rendered harmless and be disposed of by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.

(e). The Merchant shall be liable for any damage, loss and expense, howsoever caused, if the foregoing provisions, as applicable, are not complied with.

ADDITIONAL CLAUSE

U.S. Trade Period of Responsibility.

(i) in case the Contract evidenced by these Standard Conditions is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. CO GSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.

(ii) if the U.S. CO GSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in these Standard Conditions, the Carrier shall in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.