



THE ISLE OF MAN STEAM PACKET COMPANY LIMITED

TERMS AND CONDITIONS FOR THE CARRIAGE OF GOODS (INCLUDING LIVESTOCK)

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1 DEFINITIONS

1.1 In these conditions (save where the context otherwise requires):-

“Animals”	includes livestock, domestic and wild animals, birds, fish and reptiles;
“The London Convention”	means the Convention on Limitation of Liability for Maritime Claims 1976 including any modifications revisions or protocols thereto or to the text thereof which have at the date of the commencement of the Carriage Services force of law in the United Kingdom and are extended to have such force of law in the Isle of Man pursuant to the Merchant Shipping Act 1995 or any statutory re-enactment or updating thereof.
“Carriage Services”	The performance of any Shipment and ancillary services agreed to be undertaken or procured by the Company.
“Charges”	means any charges due to the Company for or in connection with a Shipment, including freight any associated charges and expenses and/or any storage charges and expenses incurred by the Company prior to loading and/or after discharge and/or any surcharges which the Company may levy in respect of (for example) variations in currency exchange rates and/or fuel prices.
“the Company”	means The Isle of Man Steam Packet Company Limited whose registered office is at Imperial Buildings Douglas Isle of Man IM1 2BY.
“Company’s Loading Restrictions”	means the Company’s requirements in relation to the loading and carriage of Goods and/or Ro-Ro Units having non-

standard dimensions, and the advance notification and approvals process for the same, details of which may be obtained from the Company upon request.

“Consignee” means any person designated and authorised by the Shipper to take delivery of the Goods.

“Contract” The agreement between the Goods Owner and the Company for the Carriage Services as evidenced by the Shipment Booking.

“Dangerous Goods” means those materials and substances designated as dangerous under the International Maritime Dangerous Goods (IMDG) Code or by any other legislation and regulations applicable to the carriage of hazardous or dangerous goods or materials in or between the United Kingdom and the Isle of Man.

“Excess Weight Charge” means additional charges the Company may levy in relation to (i) Ro-Ro Units weighing in excess of 32,500kg, with such charge being levied on weight in excess of 32,000kg at an excess charge of 4.85% per tonne or part thereof, and (ii) articulated tractors, trailers and other self – drive vehicles weighing in excess of 38,500kg, with such charge being levied on weight in excess of 38,000kg at an excess charge of 4.85% per tonne or part thereof, or such other tariffs and thresholds as the Company may in its discretion determine from time to time.

“Excess Width and/or Height Charge” means additional surcharges in respect of excess width of Ro-Ro Units, being

- 2.6 metres – 2.8 metres 10%
- 2.9 metres – 3.1 metres 20%
- 3.2 metres – 3.4 metres 30%
- 3.5 metres – 3.7 metres 40%
- 3.8 metres – 4.0 metres 50%

or such other tariffs and thresholds as the Company may in its discretion determine from time to time, including applying to the excessive height of any Ro-Ro Unit.

“Financial Consequences”	means all and any liabilities, damages, costs (including legal costs), expenses, charges, fines, penalties and other monetary payments which the Company may incur or otherwise be obliged by way of liability in contract, tort or other legal basis, and as ordered by any competent Court to pay to any party whatsoever.
“Fuel Surcharge”	means the quarterly reviewed charges applied in respect of fuel costs as agreed by the Company with the IOM Government.
“Goods”	means any cargo, merchandise, goods articles, valuables (including cash, bullion, precious metals, stones and jewellery) and things of any description (including any packages within or by which the said cargo, goods merchandise articles and things may be contained or carried) including Ro-Ro Unit.
“Goods Owner”	includes the owner, consignor, Shipper, Consignee and receiver of the Goods, and any bailor or bailee (but excluding the Company) and their servants and agents and each of them jointly and severally.
IOM	means the Isle of Man.
“Livestock Vehicle Requirements”	means the Company’s requirements in relation to the specification and permitted tiers of livestock vehicles, details of which may be obtained from the Company upon request.
“Period of Company Custody”	means the period referred to in clause 6.4 of these Conditions.
“Person”	includes any firm, partnership association corporation or government department and also includes any infant or child.

“Pet Travel Conditions ”	means the Company’s pet travel conditions applicable from time to time and/or any requirements published by the IOM and/or the UK Governments from time to time covering the carriage of domestic pets (provided not in conflict with the Company’s Pet Travel Conditions)
“Private Vehicle”	means any private and non-commercial vehicle of any description whatsoever accompanied by a passenger but excludes any vehicle carrier pursuant to a non-negotiable consignment note or other contract primarily concerned with the carriage of goods or any van lorry or similar vehicle commonly used for carriage of goods save where the vehicle has been issued with a commercial exemption certificate.
“Quay”	means any quay, harbour or other loading and unloading area utilised by the Company’s Vessels.
“Ro-Ro Unit”	means any self-drive vehicles, drop trailers or mobile units, chassis, wheeled units, trailers or vehicles of another description (excluding Private Vehicles) or any other towable or drivable units to be handled by a Ro-Ro operation including livestock vehicles and trailers, and block stowed containers and neo-bulk cargo which are so loaded or discharged.
“Shipment”	means the carriage of Goods by sea on board a Vessel including any person accompanying the Goods during their Shipment from the loading Terminal to the discharging Terminal as agreed in the Shipment Booking.
“Shipment Booking”	means a booking made by the Shipper for the Shipment.
“Shipper”	means the person or party who makes a Shipment Booking with the Company and/or the party who has control of the Goods delivered to the Company for Shipment and who is in any event liable for the payment of the Charges (without

prejudice to the Company's entitlement to recover the same from the Goods Owner) but also includes where the context permits the Goods Owner and any other person with an interest in the Goods or any part thereof.

“Standage Area”

means the designated parking area for Ro-Ro Units at the Terminal.

“Terminal”

Means the Ro-Ro Terminal where Goods are either received for shipment and loaded, or where the Goods are discharged and/or delivered including the Quays berths stages jetties bridges linkspans and all works lands and property of every description whatsoever thereat, and the buildings structures and erections thereon, together with the Standage Area.

“Vessel”

means the vessel operated by the Company for the Carriage Services.

2 APPLICATION

- 2.1 The Company is not and does not hold itself out as a common carrier.
- 2.2 All Shipments and Shipment Bookings shall be governed by these Conditions and all Goods handed or sent to the Company relating to their carriage or forwarding shall be deemed to be so handed or sent to and received by the Company upon and subject to these Conditions.
- 2.3 The Shipper warrants that in making a Shipment Booking and/or in tendering Goods for Shipment that it is accepting the Carriage Services subject to these Conditions and that it does so both for itself and with full authority on behalf of the Goods Owner and agrees to fully indemnify the Company in respect of all liability, cost, expenses, damages and losses and other consequences whatsoever arising in the event that the Goods Owner has not given such authority or lacks authority in any respect.
- 2.4 Where Goods being carried or forwarded under a contract of through carriage (or similar carriage or forwarding contract) are handed or sent to the Company, or taken over by the Company by or on behalf of a carrier or other party with whom the Goods Owner has made such contract, such carrier or other party shall conclusively be deemed to have represented to the Company that it has the authority of the Goods Owner to sub-contract with the Company on the terms of these Conditions with regard to any portion of the carriage or forwarding and matters incidental thereto to be performed by the Company.

2.5 The Contract and these Conditions do not apply to the Carriage of passengers, their luggage and Private Vehicles, and such carriage shall be expressly governed by the Company's Conditions of Booking and Carriage of Passengers and their Luggage by Sea.

3 COMPANY'S RIGHTS- GENERAL

3.1 According to the particular practice of the Company and/or the facilities available and always at the Company's sole option in any event, the condition of Ro-Ro Unit may (but without any obligation on the Company) be evidenced either by contemporaneous video recording or by the Company's or other Terminal operator's written condition report and the same shall be conclusive evidence thereof.

3.2 The Company shall not be responsible for checking the seals or seal numbers on any Ro-Ro Unit and shall not be obliged to carry out any check or to note a seal number on any document if asked to do so. Where the Company does nevertheless agree to note a seal number, this shall not amount to representation by the Company as to the accuracy of the number nor the condition of the seal and in no circumstances shall the Company have any liability for any consequences of agreeing to do so.

3.3 The Company shall at all times be entitled to (but without any obligation on the Company) inspect any Ro-Ro Unit and may prepare a report of such inspection. The driver should be at the Company's disposition, arriving at the loading Terminal, during loading on board the Vessel, during Shipment and off loading at the discharging Terminal. The driver is obliged to participate in any Ro-Ro Unit inspection both at the loading and discharging Terminals. If the driver is absent or if the Ro-Ro Unit is not accompanied by a representative of the Shipper, the inspection report shall be deemed to be conclusive evidence of the condition of the Ro-Ro Unit at the time of inspection.

3.4 Upon written request by and on behalf of the Shipper, the Company will use all reasonable endeavours to provide and maintain a supply of power to any Ro-Ro Unit but in no circumstances whatsoever shall the Company be liable for any failure to do so, or for any breakdown, interruption, inadequacy or unsuitability of the power so supplied.

3.5 Loading and discharging Goods shall be at the expense of the Company and is included in the Charges, but the Shipper shall indemnify the Company against all Financial Consequences for the Company, howsoever caused, of the breakdown of or damage to any Ro-Ro Unit (including a refrigerated unit) during the course of loading or discharging whether on board the Vessel or ashore.

3.6 The Company shall be entitled to stow any Goods or Ro-Ro Units either on deck on below deck at its sole option and these Conditions shall apply regardless of whether the Ro-Ro Units are stated to be carried on or below deck and/or are in fact carried on or below deck.

3.7 The Company shall at all times be entitled to refuse to carry, or to delay the carriage of:

3.7.1 new and second hand trade vehicles;

3.7.2 any Ro-Ro Unit or other vehicle of unusual dimensions (including without limitation caravans and combine harvesters), vehicles with loads exceeding the dimensions of the vehicle, and other exceptional loads that are non-compliant with the Company's Loading Restrictions.

- 3.8 All Shipments of Animals must be booked in advance and in any event adhere to the following:
- 3.8.1 the Company shall be entitled at all times to refuse to carry (or to delay the carriage of) live Animals.
 - 3.8.2 any cats, dogs etc. travelling with the Shipper must comply with all relevant legal requirements, including the requirements of the Pet Travel Conditions (including, without limitation the holding of a pet passport and evidence of microchipping and rabies vaccinations); and
 - 3.8.3 the Shipper of cats, dogs etc. that are being carried for commercial purposes must be in possession of the declaration of ownership signed by the owner of the Animal (in the form provided by the Company) and must hold an account with the Company.
- 3.9 In any circumstances where the Company in its sole discretion deems it necessary or otherwise appropriate, the Company shall be at liberty:
- 3.9.1 to carry Goods on any Vessel;
 - 3.9.2 to trans-ship Goods on another Vessel (whether or not owned or operated by the Company);
 - 3.9.3 to subcontract the whole or any part of the Shipment to any other Company;
 - 3.9.4 to order a Vessel to deviate en route in circumstances where the Company deems the same necessary for any reasonable purpose whatsoever;
 - 3.9.5 to order a Vessel to proceed to any other port (including return to the loading Terminal) and to take such steps in respect of the Goods as are deemed appropriate where the Company reasonably believes that the Vessel, through no fault on the part of the Company, may be unable to perform the voyage in accordance with the Contract in any material respect;
 - 3.9.6 to open any Ro-Ro Unit or otherwise handle Goods if directed or requested to do so by customs or any other competent authority, or if the Company in its sole discretion reasonably considers it necessary to do so, and any expense thereby incurred shall be for the account of the Goods Owner.

For all the aforesaid events in no circumstances whatsoever shall the Company have any liability to any party for any consequences thereof.

4 AUTHORITY TO SUB-CONTRACT ETC.

- 4.1 The Goods Owner authorises the Company to employ or contract with other carriers or persons to ship, carry, store or forward the Goods and also to employ or contract with wharfingers, warehousemen, tug owners, lightermen, stevedores, terminal operators or other similar persons in the carriage and transportation chain for any purpose of or incidental to the Carriage Services, forwarding, custody, storage or delivery of the Goods ("Third Party Service Providers") on the terms of these Conditions, their own terms and conditions or on such other conditions as the Company shall deem fit, to which the Goods Owner hereby consents.

- 4.2 Any carrier or person employed by the Company or with whom the Company has contracted as mentioned in clause 4.1 is also authorised by the Goods Owner to employ or contract Third Party Service Providers on the terms of these Conditions or any of them, on such other conditions as the Company shall deem fit, or their own usual terms and conditions for the purpose of the performing any matters involved in such employment or contract, to which the Goods Owner hereby consents.
- 4.3 Without prejudice to clauses 4.1 and 4.2, the Third Party Service Providers shall, opposite the Goods Owner, be entitled to the benefit and protection of the Company's exemptions and limitations of liability pursuant to clause 16, in addition to exemptions and liabilities under their own terms and conditions.

5 COMPANY'S CHARGES AND LIEN

- 5.1 Unless otherwise agreed in advance, the payment of Charges (including but not limited to freight payable for the Shipment) to the Company is due from the Shipper before the Goods are unloaded but the Charges shall in any event be deemed earned immediately upon loading. Once paid or deemed earned, the Charges shall not be repayable in any circumstances whatsoever, Goods lost or not lost, and notwithstanding any agreement for Charges to be paid by any other person. The Shipper shall at all times remain liable for payment of the Charges jointly and severally with the Goods Owner.
- 5.2 The Company shall be entitled at any time prior to actual Shipment to levy a surcharge in respect of variations in overheads, operating costs, fuel prices and any other relevant expenses outside the Company's reasonable control. In particular, but without prejudice to the generality of the foregoing, the Company shall be entitled to levy (i) the Excess Weight Charge, (ii) the Excess Width and/or Height Charge, and (iii) the Fuel Surcharge where appropriate circumstances prevail.
- 5.3 Unless otherwise agreed in writing by the Company, all Charges quoted by the Company are in, and must be paid in Pound Sterling unless otherwise stipulated.
- 5.4 The Company shall have both a particular lien and a general lien on all Ro-Ro Units and Goods (for the purpose of this clause, "Units") and documents in its possession or control for the payment of:
- 5.4.1 any unpaid Charges (whether or not already invoiced or ascertained) or any other sum whatsoever due from any Person(s) with an interest in the Units and whether or not such liability is joint or several, whether or not such liability is in respect of the Units subject to the exercise of the lien, in respect of any other Units belonging to the person whose Units are subject to the exercise of the lien; and
- 5.4.2 any other sums which may become due to the Company by reason of and pursuant to these Conditions.
- 5.5 The Company shall be entitled to sell such Units (or any part thereof) as may be necessary and to apply the proceeds of sale in settlement of any unpaid sums due inclusive of all proper charges, costs and expenses associated with such exercise of the lien and power of sale, including any legal costs and expenses reasonably incurred. The Company shall not be obliged to give notice to any person of the exercise of a lien nor of its intention to sell any Units as aforesaid, but – save in the case of perishable Goods where the Company shall immediately become entitled to exercise its lien and power of sale at any time after discharge

- the Company will not exercise such right of sale earlier than one calendar month after the Units have been discharged from the Vessel unless in the reasonable judgement of the Company, the prevailing circumstances justify the power of sale to be expedited.
- 5.6 The expression "Charges" includes freight and all monies due on any account whatsoever from the Goods Owner to the Company in respect of the Goods or any other Goods handled at the time by the Company for the Goods Owner, and also all monies which the Company may become or be liable to pay on behalf of the Goods Owner in respect of the Goods or any other Goods handled at any time by it for the Goods Owner, whether pursuant to these Conditions or not, and the cost and expenses (on a full indemnity basis) of exercising such lien.
- 5.7 Such general lien shall be exercised by sale without notice to the Goods Owner at such time and in such manner as the Company may desire and the Company may deduct from the proceeds of sale the full cost and expenses of and incidental to such sale including any professional fees chargeable in relation to the same on an indemnity basis.
- 5.8 Without prejudice to clause 5.7, any notice the Company may in its discretion elect to give to the Goods Owner (by any written or verbal communication) shall be deemed to be effective notice to the Goods Owner.

6 COMPANY'S PERFORMANCE, LIMITATIONS AND EXCLUSIONS

Goods Owner to insure Goods

- 6.1 As the Company has only limited liability in respect of loss or damage to the Goods, as referred to below, the Goods Owner is advised to insure all Goods on a full value basis for all risks.
- 6.2 The Company's performance obligations in clause 6.3 are subject always to the liberties, exclusions and limitations of liability of the Company set out herein, and subject to and conditional upon to the corresponding obligations, warranties and undertakings of the Goods Owner being fully performed as required by the Contract.

Basic responsibility

- 6.3 The Company will use its reasonable endeavours to perform the Shipment and will:
- 6.3.1 prior to the commencement of the Shipment, exercise due diligence to (i) make sure the Vessel is seaworthy, (ii) properly man, equip and supply the Vessel; and (iii) make the holds, compartments and Ro-Ro deck fit and safe for the reception, carriage and preservation of the Goods.
- 6.3.2 use its reasonable endeavours to properly and carefully load, handle, stow and discharge the Goods.

The Company's exclusions and limitations of liability

- 6.4 In no circumstances whatsoever shall the Company shall have any liability whatsoever for loss or damage to Goods arising outside the Period of Company Custody, which shall (subject to the other provisions in this clause 6) commence on the Goods passing across

the Terminal weighbridge at the outbound/export Terminal and shall terminate upon the Goods passing across the Terminal weighbridge at the inbound/import Terminal.

6.5 The Company shall not be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the Company to make the Vessel seaworthy, and to ensure that the Vessel is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the Vessel in which Goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions above, and any such liability shall be subject always to the exemptions, immunities and limitations in these Conditions. Whenever loss or damage has resulted from unseaworthiness the burden of proving the failure to exercise due diligence shall be on the Goods Owner.

6.6 The Company shall not be liable for loss or damage arising or resulting from:-

- 6.6.1 Act, neglect, or default of the master, mariner, pilot, or the servants of the Company in the navigation or in the management of the Vessel;
- 6.6.2 Fire, unless caused by the actual fault or privity of the Company;
- 6.6.3 Perils, dangers and accidents of the sea or other navigable waters;
- 6.6.4 Act of God;
- 6.6.5 Act of war;
- 6.6.6 Act of public enemies;
- 6.6.7 Arrest or restraint of princes, rulers or people, or seizure under legal process;
- 6.6.8 Quarantine restrictions, or any other effects of any disease, epidemic, pandemic virus, contagion or similar event or circumstances;
- 6.6.9 (without prejudice to the generality of clause 6.6.8) the direct and indirect effects of COVID -19 (coronavirus), or similar contagious outbreaks, including but not limited to government intervention, restrictions, lockdowns, staff and crew shortage, self-isolation, quarantine or other interruptive consequences;
- 6.6.10 Act or omission of the Shipper or Goods Owner, his agent or representative;
- 6.6.11 Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general;
- 6.6.12 Riots and civil commotions;
- 6.6.13 Saving or attempting to save life or property at sea;
- 6.6.14 Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the Goods;
- 6.6.15 Unsuitable or defective packages or packing of Goods;
- 6.6.16 Extreme weather conditions at sea or ashore even if foreseeable or avoidable;
- 6.6.17 Delayed delivery of Goods;

- 6.6.18 Cyber-attack or breakdown or suspension of E-Systems on board Vessels, at the Terminal or otherwise affecting the Company's operations;
 - 6.6.19 Improper, insufficient, indistinctive, or erroneous marking or addressing of Goods or packages;
 - 6.6.20 Driver error in setting down the Ro-Ro Unit on the Vessel or the Standage Area;
 - 6.6.21 Latent defects not discoverable by due diligence;
 - 6.6.22 Late receipt of customs entries or landing orders, disputes in respect of documents or declarations made for entry purposes by or on behalf of any importer, delay in passing customs entries or obtaining customs clearance of Goods, or omission of information from or a mis-statement in any order to the Company relating to the Goods;
 - 6.6.23 Any other cause arising without the actual fault or privity of the Company, or without the fault or neglect of the agents or servants of the Company.
- 6.7 The Company shall not be liable for any loss, injury or death to Animals howsoever caused and the Goods Owner shall be liable to indemnify the Company against all Financial Consequences that the Company may incur arising out of the Shipment of Animals.
- 6.8 Goods which are stated in any document confirming the Shipment Booking to be carried on deck, are carried without any responsibility on the part of the Company for loss and damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.
- 6.9 The Company does not accept any liability for failure of itself, the Goods Owner or third party operator of any Ro-Ro Unit or other article of transport or consolidation, or their servants of agents, to plug in refrigeration or heating machines in such unit, or to monitor reefer and temperature controlled units, and the Company does not accept any liability for the malfunctioning of the same. To the extent such tasks are performed by the Vessel's crew at the request of the third party Ro-Ro Unit operator or the Goods Owner, such tasks are performed wholly at the risk of the requesting party.
- 6.10 The Company shall have no liability for loss or damage to Goods occurring when the Goods are in the custody of the Ro-Ro Unit driver, and in particular while any such vehicle is being driven inside the Vessel, and any loss or damage occurring during such time is deemed to be the responsibility of the Goods Owner unless proven otherwise by the Goods Owner.
- 6.11 Unless proven to have occurred on board the Vessel, the Company has no liability in relation to damage to trailer legs, and damage to canvas of trailers will be considered in all cases as normal wear and tear and the Company will have no responsibility for the same.
- 6.12 The Company shall have no liability whatsoever for loss of or damage to Goods or Ro-Ro Unit in the Standage Area where the Ro-Ro Unit has been awaiting shipment or collection in the Terminal for more than 12 hours, unless such loss or damage is caused by the wilful misconduct of the Company or its employees.
- 6.13 The Company shall have no liability for indirect or consequential loss or damage, including but not limited to any claims for delay, loss of market or loss of profit.
- 6.14 For the purposes of this clause 6.14, the Ro-Ro Unit and Goods carried therein will constitute one package or unit only. Unless otherwise agreed in writing by the Company (who may

agree to enhanced liability limits against payment of increased Charges, for example in relation to high value merchandise and valuables) the liability of the Company in relation to loss or damage to any Goods or Ro-Ro Unit shall (subject always to all other terms, exemptions and immunities herein) be limited in all circumstances to £1600 per package or unit, save where such loss or damage is proven to have occurred in any UK Standage Area, in which case the liability of the Company is limited to £675 per package or unit.

- 6.15 The Goods Owner will indemnify the Company against all proceedings and claims howsoever arising and by whomsoever brought in respect of the liabilities as mentioned under this clause so far as the amounts so claimed are outside the exclusions or limits prescribed above.

Notification of claims and time bar

- 6.16 The Company shall be freed and discharged from all liability in respect of any loss or damage to any Goods or Ro-Ro Unit unless written notification of the same has been made to the Company within 24 hours, and a written claim made within 3 days after the Goods have been loaded onto or unloaded from the Vessel, as the case may be, so as to enable the Company to forthwith commence investigations into the alleged loss or damage.

- 6.17 The Company shall in any event be freed and discharged from all liability in respect of any loss or damage in respect of Vessel or Goods unless proceedings have been issued and served on the Company within 12 calendar months of the occurrence causing such loss or damage, or in the event of non-delivery, from the time the Goods should have been delivered.

7 LIMITATION OF LIABILITY FOR MARITIME CLAIMS

The provisions of the London Limitation Convention, which entitles ship owners to limit their liability for certain general maritime claims, shall be incorporated into these Conditions and form part of the Contract.

8 LIBERTIES

- 8.1 The Company is at liberty to ship the Goods on such day, at such time, in such order and in such Vessels (to whomsoever belonging) as it may desire (without reference to the order or time in or at which Goods may have been booked or received and notwithstanding the Goods may have been booked for a particular Vessel or for a sailing on or at a particular date or time) and to carry the Goods on more than one sailing or not all on the same day.

- 8.2 The Company shall be entitled in its absolute discretion and without assigning any reason, to refuse to receive or ship the Goods or any part thereof, notwithstanding it may have previously agreed to receive or ship the same.

- 8.3 All Vessels have liberty to sail with or without pilot; to make trial trips; to adjust compasses; to tow and assist other vessels or craft in all situations; to carry Goods of all kinds, dangerous or otherwise; to proceed backwards and/or forwards, once or more often, to or from and use any port or ports, in any order or rotation, for any purpose whatsoever, whether in or out of or short of or beyond the route between the main Terminals for the carriage of the Goods or the customary or advertised route; to carry any other Goods to any port or ports beyond their destination, notwithstanding that the Vessel may call at such port or destination and/or

discharge other Goods there, and to carry the Goods back to the port or destination; to try and ship the Goods or any of them for any purpose (including on deck of any vessels or craft); to land and/or store the Goods or any of them at any port or place and/or to forward or carry the same to their port of destination by an vessel or conveyance, either belonging to the Company or to others, by any route, however circuitous, either by land or water, and to dry dock any vessel or craft with the whole or part of the Goods on board.

- 8.4 The Company is at liberty to load, stow and carry the Goods or any of them on deck or in any part of a vessel or craft.
- 8.5 The Company may, without obligation, consolidate Goods in a Ro-Ro Unit or other article of transport ("Consolidation Unit") where it considers it appropriate to do so, or is otherwise so instructed to do so by the Goods Owner, but the Company shall have no responsibility for any loss or damage to the Goods or Consolidation Unit, and the Goods Owner shall indemnify the Company for any Financial Consequences arising out of the same.
- 8.6 No Vessel is obliged to sail according to timetable, advertisement or notice, and any Vessel notwithstanding such advertisement or notice is at liberty to sail on any other day or at any hour and any sailing may be cancelled without notice notwithstanding any Shipment or Shipment Booking previously made.
- 8.7 All the liberties and other matters mentioned in this clause are agreed to be part of and within the scope of the Shipment relating to Goods and shall not constitute a deviation or a breach of the Contract between the Company and the Goods Owner. All Goods so carried or dealt with shall remain at all times subject to these Conditions.

9 HINDRANCES AFFECTING PERFORMANCE

- 9.1 The Company shall at all times be entitled to refuse to carry, or to delay the Carriage of any Goods.
- 9.2 If at any time the performance of the Carriage Services may be affected by any hindrance, risk, delay, difficulty or disadvantage of whatever kind, the Company may (whether or not the Carriage Services have commenced) without prior notice to the Goods Owner, elect to:
- 9.2.1 treat the performance of the Contact as terminated and place the Goods at the disposal of the Goods Owner at any place where the Company shall deem safe and convenient;
- 9.2.2 deliver the Goods to the designated place for delivery;

and in any event the Company shall be entitled to the Charges for the Goods received for Shipment and additional compensation for extra costs resulting from the circumstances referred to above.

10 PROTECTION OF COMPANY'S SERVANTS, AGENTS AND SUB-CONTRACTORS

- 10.1 All rights, exemptions from liability, defences and immunities of whatsoever nature referred to in any clause of these Conditions shall in all respects apply for the benefit of any servants, agents and sub-contractors of the Company acting in the course of or in connection with

their employment and/or the provision of the Carriage Services. In such circumstances should any such servant, agent or sub-contractor as a result of so acting be under any liability in respect of the Goods (and for the purpose of the foregoing the Company is or shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or may be its servants, agents or sub-contractors from time to time) all such persons shall to this extent be or be deemed to be the parties to the Contract of which these Conditions form part.

- 10.2 The Goods Owner undertakes not to take any proceedings against the employees and servants, agents or sub-contractors of the Company in respect of matters arising within the Period of Company Custody, and will indemnify the Company for all Financial Consequences arising from any such proceedings taken in breach of this undertaking.

11 GOODS OWNER: RESPONSIBILITIES, WARRANTIES AND INDEMNITIES

- 11.1 By presenting Units for Shipment, the Shipper and/or the Goods Owner agree and warrant that:

- 11.1.1 the Shipper is authorised to contract and accept these Conditions on behalf of itself and the Goods Owner;
- 11.1.2 they are authorised to agree on behalf of any Person holding a proprietary interest in the Ro-Ro Units to the Company's rights as set out in these Conditions;
- 11.1.3 the Goods have been properly packed and secured within the Ro-Ro Unit for the Carriage Services. The Company will not check such packing and securing;
- 11.1.4 any damage to Ro-Ro Units will be brought to the attention of the Company if discovered or reasonably discoverable before the Ro-Ro Unit leaves the relevant Terminal;
- 11.1.5 the Goods are suitable and have been properly and adequately described and marked for the purposes of carriage by sea;
- 11.1.6 the Ro-Ro Units are structurally sound, are compliant with the Company's Loading Restrictions, and that Ro-Ro Units of more than 3.5 tonnes have an adequate number of accessible securing points of sufficient strength, which are so located as to ensure effective restraint of the unit/vehicle by lashings supplied on board the Vessel. A securing guide for Ro-Ro Units will be supplied upon request.
- 11.1.7 the Goods are lawful merchandise at the loading and discharging Terminals and they shall be liable for any and all Financial Consequences in the event that the Goods are found not to be lawful merchandise at the loading and discharging Terminals;
- 11.1.8 any person accompanying the Ro-Ro Units is properly authorised to do so and will comply with the requirements of all immigration and other regulations (including road transport regulations) applicable at the loading and discharging Terminals and with all lawful instructions given by the Company;
- 11.1.9 the Company is specifically authorised to take any reasonable steps for the purposes of inspecting or checking the Goods where the Company reasonably believes that it is necessary to do so for any reason whatsoever or where the

Company is asked or instructed to do so by any customs or other authority, whether at the loading or discharging Terminals or elsewhere;

- 11.1.10 the Consignee or other nominated party is properly authorised to take delivery of the Goods at the discharging Terminal;
 - 11.1.11 any Ro-Ro Unit does not contain any stowaways at the time of receipt and at the point of loading onto a Vessel, and the Goods Owner shall be liable for any and all Financial Consequences in the event that stowaways are found in any Ro-Ro Unit at any stage, including during Shipment or at the discharging Terminal;
- 11.2 Every Person accompanying any Ro-Ro Unit must (i) carry and present upon request photographic identification (current passport or driving licence) as a pre-condition to being permitted access to the Vessel, and (ii) comply with the applicable laws regarding the consumption of alcohol and drugs during times the Ro-Ro Units are in its Custody. In the event that the Company has any reason to believe that Ro-Ro Units may be loaded on board a Vessel whilst accompanied by any person without valid identification, or under the improper influence of alcohol or drugs, the Company shall be entitled to refuse to carry those Ro-Ro Units and the Company shall have no liability to any person as a result of such refusal.
- 11.3 The Goods Owner agrees to indemnify the Company against:
- 11.3.1 any and all Financial Consequences of a breach of the warranties as set out in clause 11.1 above and for any breach of clause 11.2 above;
 - 11.3.2 any and all Financial Consequences resulting from the inaccuracy or inadequacy of the description, weight, number, measure, quantity, marks, value, condition, quality or content of Units and/or from defective loading and overloading of a Unit and/or from the inadequate securing, packaging, sealing or stuffing of Ro-Ro Units;
 - 11.3.3 generally, any and all liabilities which the Company may incur to any third party in the performance of the Carriage Services save insofar as the same arises out of the Company's own negligence;
 - 11.3.4 any liabilities of the Company in excess of the limits under these Conditions.
- 11.4 The Shipper shall be responsible at all times for ensuring that every person (whether or not authorised) travelling with a Ro-Ro Unit has all the documentation required by immigration, customs, health and other regulations and authorities and the Shipper shall be liable to indemnify the Company forthwith in respect of all Financial Consequences arising as a result of any such person failing to comply with such requirements.
- 11.5 The Company's right of lien for unpaid Charges as provided by clause 5, shall extend to any Financial Consequences arising under this clause 11.

12 DANGEROUS GOODS

- 12.1 Dangerous Goods, radioactive material and Goods of a dangerous or damaging nature (but not including petrol, diesel oil or other fuel present in reasonable quantities in the fuel tanks of vehicles) and any other Goods the properties of which might be dangerous if those Goods were carried by sea must not be tendered for shipment unless a form of Warranty as to

Dangerous Goods is completed by the Shipper and has first been submitted to and accepted by the Company.

- 12.2 No Dangerous Goods maybe shipped without disclosure (as above) and subject to the express consent of the Company. All such Goods must be appropriately labelled prior to shipment as required by the Company and/or in accordance with regulations.
- 12.3 Dangerous Goods accepted, shipped, handled or carried without disclosure of their dangerous nature may be destroyed or otherwise disposed of by the Company at any time at the expense of and without notice or compensation to the Goods Owner.
- 12.4 The owner and/or Shipper of Dangerous Goods accepted, shipped, handled or carried without disclosure of their dangerous nature shall be liable for an additional and further penalty payment of the prevailing freight rate for the carriage of such Dangerous Goods.
- 12.5 The owner and/or Shipper of Dangerous Goods accepted, shipped, handled or carried with or without disclosure of their dangerous nature shall be liable for and save and keep the Company indemnified against:
- (a) Financial Consequences, damage, loss (including consequential loss), injury (including death) or delay of whatsoever nature sustained by the Company, its servants, agents or independent contractors, and;
 - (b) all actions, claims, costs or demands of whatsoever nature and by whosoever made including (without prejudice to the generality of the foregoing) the amount of liability which the Company has to any other party by virtue of any indemnity, warranty or agreement whether expressed or implied or otherwise howsoever arising directly or indirectly as a result of or out of the acceptance, shipment, handling or carriage of for the provision of any other service whatsoever in relation to such Dangerous Goods, and whether or not arising wholly or in part as a result of or out of any neglect or default on the part of the Company its servants, agent or independent contractors, or as a result of or out of any unseaworthiness of the Vessel before or at the beginning of any voyage or at any other time whatsoever.

13 ARRIVAL AND DELIVERY OF GOODS

- 13.1 Any timetable published by the Company, or sailing departure information in a Shipment Booking is given without guarantee and for information purposes only, and are subject to these Conditions. Such information does not imply that Goods will be carried on a particular Vessel or scheduled departure, nor that that the Goods will be delivered to the discharging Terminal by any particular date or time.
- 13.2 The Company does not undertake to give notice of the arrival or of the discharge of Goods.

14 REMOVAL OF GOODS

- 14.1 All Goods (excluding Animals) shall be removed by the Goods Owner from the discharging Terminal as soon as landed from the Vessel but in any event within 12 hours, failing which the Company shall be entitled to charge a daily parking/quay rental charge. Further, if not immediately removed, the Company shall be entitled to remove them from the Quay and the

Goods Owner shall pay to it any expenses incurred thereby, and/or shall indemnify the Company in respect of any charges levied by any third party Terminal operator.

- 14.2 Any Animals not claimed within one hour after arrival of the Vessel at the discharging Terminal by some duly authorised person may for any reason whatsoever be placed at livery or kept ashore or afloat subject to such conditions the Company may deem fit at the expense of the Goods Owner and without prejudice to the Company's lien.

15 RIGHT OF SALE

Any Goods (including Animals) not claimed by the Goods Owner in the seven days after discharge at the discharging Terminal may be sold by the Company or disposed of by the Company without notice to the Goods Owner at such time and in such manner as the Company may deem fit at the expense of the Goods Owner, but subject always to clause 5.5 of these Conditions.

16 GENERAL AVERAGE

General average (if any) shall be adjusted at any port or place at the Company's option and settled in accordance with the York Antwerp Rules 1994.

17 OTHER SERVICES

If and to the extent the Company agrees in writing to perform any other services outside the Carriage Services, the provision and performance of the same shall be subject to these Conditions and the exemptions, immunities and limitations herein.

18 PRE/ON - CARRIAGE AND FORWARDING

Unless otherwise agreed in writing, the Company does not outside the Carriage Services perform any pre-carriage, on-carriage, or forwarding services of any description. To the extent that the Company is requested to arrange such services (e.g. for road transportation, or storage), it does so as agent only on behalf of the Goods Owner, and the Goods Owner warrants its authority to contract via the Company with third party carriers on their standard terms and conditions.

19 LOCAL REGULATIONS

- 19.1 The Goods Owner shall ascertain, comply with and observe all regulations and other obligations of whatsoever nature imposed by any government, local authority or other public body relevant to the shipment, loading, carriage, discharge or delivery of the Goods.

- 19.2 The Shipper and/or Goods Owner shall at their own expense obtain any licenses or permits of whatsoever nature required pursuant to such regulations and obligations as aforesaid and

shall keep the Company indemnified against all consequences (including but not limited to Financial Consequences) of whatsoever nature arising directly or indirectly out of any breach of such regulation and obligations as aforesaid, whether or not the Company shall itself be in breach thereof.

20 LIVESTOCK

- 20.1 Attention is drawn to all UK and IOM government guidance on the shipment of livestock by Ro-Ro Vessels and guidance/regulations regarding the welfare of farm animals in transit, which should be consulted before any livestock is presented for Shipment in a livestock vehicle.
- 20.2 Livestock must be alongside the Vessel at the time notified to the Goods Owner by the Company. Requests for shipment of livestock must be made to the Company at least 24 hours in advance of the scheduled sailing time.
- 20.3 Livestock must be accompanied by a responsible experienced person in charge appointed by the Goods Owner. The Company will not in any circumstances have any responsibility for injury to or death of livestock even if accompanied.
- 20.4 All vehicles (including any Ro-Ro Unit) transporting livestock must (i) comply with the Livestock Vehicle Requirements, and (ii) have adequate securing points. Shipment may be refused if securing points are absent. The Company will advise on appropriate securing points upon request via email or telephone. It is the Shipper's responsibility to ensure that all licences and/or documentation necessary for shipment of livestock is in place.
- 20.5 The shipment of livestock is weather dependent and at the Master's discretion. The decision to ship livestock is made and based upon the latest weather forecast preceding each sailing. Due to weather unpredictability, the Company reserves the right to change or reverse any decisions on transportation of livestock at any point in time.
- 20.6 The Company reserves the right to refuse to ship, transfer or forward any livestock and any refund of Charges arising out of such refusal shall be in its absolute discretion.

21 NO VARIATION OF CONDITIONS

No agent, servant or independent contractor of the Company has authority to alter or dispense with any of these Conditions.

22 DEBT

All expenses and liabilities (including all reasonably incurred professional fees and expenses on an indemnity basis) incurred by the Company in doing or procuring to be done anything which under these Conditions is to be or may be done at the Goods Owner's expense shall be a debt due by the Goods Owner to the Company.

23 **COMPANY NOT OWNER/DEMISE CHARTERER**

The Company, if not the owner or demise charterer of the Vessel performing the Carriage Services, shall have in respect of any Goods so carried the same rights of limitation of liability as are given to such owner or demise charterer by statute in addition to the rights, immunities and limitations conferred by these Conditions.

24 **BOTH-TO- BLAME COLLISION CLAUSE AND NEW JASON CLAUSE**

The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO from time to time shall form part of these Conditions and the Contract.

25 **APPLICABLE LAW**

25.1 This Contract and these Conditions are to be construed and enforced according to and governed by the law of the Isle of Man.

25.2 In accepting these conditions, the Goods Owner accepts and hereby submits to the exclusive jurisdiction of the Isle of Man courts to hear any and all disputes arising in respect of any Contract to which these Conditions apply.

26 **ENTRY INTO FORCE**

These Conditions shall come into force on 1 May 2020 and replace all previous general terms and conditions whatsoever.

The Isle of Man Steam Packet Company Limited
Imperial Buildings
Douglas
Isle of Man
IM1 2BY.
