

# Standard Terms of Business

## for Freight Customers

### Accounting-Credit Accounts

1. The Stena Line Freight Division of Stena Line AB in Sweden ("SLF") will issue to the freight customer ("the Customer") an invoice in respect of each consignment made under an authorised credit account. Payment terms are stated on each invoice.

2. Where any part of any invoice may be questioned by the Customer in good-faith, the amount in question may be deducted until the query is resolved but the balance must be paid in full. Details of any query, including the invoice number, date of sailing and the reason for the deduction, must be notified to SLF within the period of credit allowed in paragraph 1.

3. No claim of any kind against SLF (or any carrier) shall be set off against any payment due and payable to SLF under these terms.

4. Credit facilities are for the carriage and incidental charges payable to SLF. Credit facilities do not extend to amounts due to local customs and excise authorities in the port of arrival in respect of customs duty or value added tax. It is the responsibility of the Customer to ensure that sufficient funds are available at the port concerned for duty and tax to be paid.

5. Except where other arrangements are agreed in writing by SLF, SLF will issue Credit Authority Vouchers ("CAV's") to the Customer and the Customer will be responsible for ensuring that a CAV is produced for each consignment. Where SLF has agreed in writing that CAV's may be transferred by the Customer for use by third parties, the Customer shall strictly comply with all conditions applied by SLF to any such third party use. The Customer shall remain liable for all charges arising in relation to the Customer's credit account regardless of whether the CAV or other documentation concerned is used by the Customer or by a third party.

6. If the Customer is in default in making a payment under these terms or exceeds its credit limit or permits the use of CAV's by third parties without authority from SLF or fails to comply with these terms in some other way, then SLF may at its discretion, cancel the Customer's credit account at which time all amounts from the Customer to SLF shall become payable immediately upon written demand from SLF.

### Boarding Cards and Quoted Rates

7. Each consignment by the Customer represents a separate contract of carriage and will be evidenced by a completed boarding card. Except under completed boarding cards, there is no contractual relationship between the carrier, as defined in the Stena Line Group's Conditions of Carriage of Goods by Sea, and the customer.

8. SLF will quote rates to the Customer which will apply to any boarding card completed prior to withdrawal or variation of these rates by SLF and will be subject to any conditions imposed by SLF.

### Conditions of Carriage

9. The freight operation is regulated by the Stena Line Group's Conditions of Carriage of Goods by Sea.

10. Damage must be reported immediately

– For load units accompanied by a driver the damage must be reported to the relevant ship's officer on duty, and a Stena Line inspection report issued.

– For load units not accompanied by a driver the damage must be reported to the relevant quayside or terminal staff member before onward transport of the load unit. An inspection report is to be issued.

– For general goods consignments, see "load units not accompanied by a driver".

If liability rests with Stena Line and/or the carrier as defined in Stena Line

Group Conditions of Carriage of goods by sea, compensation shall be payable if goods are lost, damaged or delayed. Compensation is limited to approx. SEK 6700 (667 SDR) per item, or SEK 20 (2SDR) per kilo.

Compensation shall not be payable for consequential damage, such as consequential loss of use or profits.

Claims for damage will be assessed according to the above mentioned rules.

11. SLF is authorised by the customer to contract with any person at the discretion of SLF for the whole or any part of the carriage of goods under this contract.

### Withdrawal

12. SLF may at its discretion withdraw any credit account or quoted rate at any time. However, withdrawal will only apply to future consignments and SLF will endeavour to give reasonable notice to the Customer of any intention to withdraw.

### Law

13. Save as article 9 (Conditions of Carriage) these terms shall be governed by and in accordance with Swedish law.

### General

14. The benefit of each contract of carriage with the Customer may be assigned by SLF.

15. No failure or delay by SLF in enforcing any provision of these Terms shall be construed as a waiver of that provision or of any other provision of these Terms.

16. These terms shall come in to force on 1st January 1999 and replace all previous terms and conditions of credit or business.