

STANDARD TERMS

Receipt of Goods by the Carrier, and entry to the Carrier's premises by Goods or persons, are subject to these Terms. Any business undertaken or services provided (whether or not for valuable consideration) and any offer, quotation, acceptance or contract made by the Carrier shall be subject to these Terms. No addition or variation shall be effective save as expressly agreed in advance in writing by the Carrier.

1 In these Terms the following words and phrases shall have the following meanings:-

"Ancillary Items" means straps, sheets (when not being used to cover cargo), wheel chocks and other items excluding cargo which form part of the Goods but are not permanently attached to a vehicle, trailer or container.

"Carrier" means Dartline Ltd, on whose behalf these Terms are issued. Dart Line Ltd is part of the Bidwest Group of Companies.

"Customer" includes the applicant for credit facilities, the shipper, the consignee, the receiver, the Owner, any persons having any property or other interest in the goods (including without limitation an interest as bailee of the Goods), and anyone acting on behalf of any such person, whose liabilities hereunder shall be joint and several. Any notice which under these Terms the Carrier must give to the Customer may validly be given to any one of the above.

"Dangerous Goods" means any noxious, dangerous, hazardous, radioactive, inflammable or explosive Goods or Goods which in the opinion of the Carrier are likely to cause damage to other Goods, persons or property.

"Notifiable Goods" means Dangerous Goods, Valuables, livestock, plants, fresh meat, tobacco, any goods requiring specialised care or attention (other than perishable or refrigerated cargo) or any unlawful merchandise at the point of loading or discharge.

"Goods" means the vehicle(s), trailer(s), container(s) or other equipment or items received by the Carrier in connection with these Terms, together with its or their contents.

"Goods received for carriage by sea" means goods received pursuant to a booking which the Carrier has confirmed. If such a booking is not confirmed until after the Goods have been received by the Carrier, they are deemed to be received for carriage by sea when the Carrier confirms the booking.

"Independent Contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, any servant or agent of the Carrier and any independent contractor, whether direct or indirect, employed by or on behalf of the Carrier and their respective servants, agents and sub-contractors.

"loss or damage" includes, without prejudice to Clause 5(a) (iii), loss or damage caused by theft or the dishonesty of any person other than the Carrier, its servants or agents.

"Owner" means the person in whom bona fide title to the Goods rests and all other persons who are or may hereafter become interested in the Goods.

"Tariff" means the terms and conditions of the Carrier's Tariff, as amended from time to time, which are incorporated herein and are available on request.

"Terms" means these terms and conditions as set out above and in Clauses 1 to 23 below, the Tariff, and (if applicable) the Unaccompanied Car Terms.

"Unaccompanied Car Terms" means the Carrier's terms for the carriage of unaccompanied cars, as amended from time to time, which are available on request. They are incorporated herein if the Goods include unaccompanied cars, in which case they shall prevail over the rest of these Terms to the extent of any inconsistency.

"Valuables" means all valuable documents and articles including (without limitation) bullion, coins, precious stones, jewellery, antiques, pictures, objets d'art, bank notes and securities.

"written" or "in writing" includes communication by fax or email.

2 COMMON CARRIER:

The Carrier is not and does not hold itself out as a common carrier and reserves the right to accept or refuse any goods for carriage.

3 CUSTOMER WARRANTY:

The Customer warrants that he is the Owner of the Goods or the authorised agent of the Owner and that he is entitled to contract with the Carrier in accordance with these Terms and to deal with the Goods on his own behalf or on behalf of the Owner in the way contemplated by these Terms. Any person presenting the Goods to the Carrier, its servants, agents or Independent Contractors or requesting delivery of the Goods thereby undertakes all liabilities of the Customer hereunder, gives the same warranties and indemnities as the Customer and agrees to all of the rights, defences, exclusions and limitations of liability of the Carrier contained herein (as well as the governing law and jurisdiction provisions in clause 23), but without prejudice to the rights of the Carrier against any other person included in the definition of Customer.

4 QUOTATIONS:

- Quotations are effective on the date specified in the quotation and are exclusive of VAT. They are made subject to confirmation by the Carrier after receipt of the Customer's order.
- The Carrier reserves the right to vary prices quoted at any time whatsoever to cover any additional costs to the Carrier including (without limitation) alterations in fuel costs, exchange rates, insurance premiums, customs and excise or other duties, taxes and imposts, and all fees, deposits, charges and outlays levied by any authority, governmental or otherwise, in connection with the Goods, their storage or transportation.

5 RESPONSIBILITY:

- From the time when the Goods are Goods received for carriage by sea, they are stored, loaded, stowed, carried, discharged and otherwise handled and kept by the Carrier, whether before or after loading or discharge, under and subject to the Hague-Visby Rules ("Rules") as set out in the Schedule to the Carriage of Goods by Sea Act 1924, save as follows:-
 - each vehicle (whether consisting of a single unit, an articulated unit or a trailer or semi trailer) together with any container(s), flat(s), pallet(s), package(s) or other equipment together with their respective contents (if any) shall be deemed to be one package or unit.
 - the carrier shall be entitled to limit its liability to 666.67 Special Drawing Rights (SDRs) per package or unit, whether the Goods are carried on deck or under deck.
 - Articles III paras 3, 4, 5, 6, 7, and 8 and Article IV paras 5(a) and (c) shall be deleted and the phrase "loss of damage" shall be construed to include misdelivery, theft and the dishonesty of any person other than the Carrier, its servants or agents.
 - the application of the Rules shall be subject to all statutory limitations of and exceptions from liability of carriers and/or ships from time to time in force;
 - for the avoidance of doubt, nothing in these Terms or in any receipt for the Goods shall be construed as providing that the Rules are to apply as if the receipt were a bill of lading;
 - in the event of any inconsistency with the Rules, these Terms shall prevail.
- Any Goods which the Carrier receives but which are not Goods received for carriage by sea are stored and otherwise handled and kept on condition that:
 - before receipt the Customer has requested and the Carrier has granted (in each case in writing) express permission. Such permission will be given at the Carrier's sole discretion and shall not be inferred from acceptance of the Goods.
 - if permission has been given under (i) above, the Carrier will take reasonable care of the Goods whether they are in its possession or control for a period of up to 48 consecutive hours, or longer if agreed in advance in writing. During this time, the carrier's liability (if any) for loss or damage or otherwise whatsoever arising in connection with the Goods shall be limited to 25% of the value of the goods lost or damaged.
 - if the Carrier has not given permission under (i) above, or the period referred to in (i) has ended, it shall be under no liability whatsoever for the Goods for loss or damage or otherwise whatsoever arising.
 - the Customer procures their collection in accordance with clause 15(c)(ii) if so required.
- The Carrier shall not be liable for loss or damage of any nature whatsoever to the Goods occurring before loading or after discharge unless such loss or damage occurred whilst the Goods were in the actual custody or control of the Carrier and was caused by the Carrier, its servants or agents and:
 - written notification of any claim has been given to the Carrier within 21 days of the claim arising, and
 - in the case of loss or damage to the exterior of the Goods which is reasonably apparent when the Goods are collected, such loss or damage is shown on a Dart Line Recheck Form issued before release of the Goods by the Carrier.
- Notwithstanding any provision to the contrary, the Carrier shall in no circumstances be liable for any loss or damage whatsoever arising in respect of Ancillary Items. These are received, stored, loaded, stowed, carried, discharged and otherwise handled and kept by the Carrier at the sole risk of the Customer.
- The Customer shall comply with all regulations, terms and conditions applicable to entry and use of the terminals at the ports of loading and discharge and shall indemnify the Carrier for the consequences of any failure to do so. Copies of such terms are available on request.
- Notwithstanding anything to the contrary in these Terms, the Carrier shall not be liable for:-
 - delay, misdelivery and whatsoever caused;
 - misdelivery (which shall include, without limitation, delivery to a different port or a failure to deliver the Goods or part thereof to the Customer) unless such misdelivery occurred whilst the Goods were in the actual custody and control of the Carrier and was caused by the willful neglect or willful default of the Carrier;
 - consequential damages or losses whatsoever and whatsoever arising or for market losses of any kind, even if caused by the willful neglect or willful default of the Carrier, for any damage, loss, delay, misdelivery of the Goods or of any documents relating to the Goods.The defences and limits of liability provided for in these Terms shall apply in any action against the Carrier in connection with the Goods whether the action be founded in contract or tort.

6 NO BILL OF LADING NOR ANY OTHER DOCUMENT OF TITLE will be issued in respect of the Goods or any part of them for any reason whatever.

7 NOTIFIABLE GOODS:

- The Carrier will not accept Notifiable Goods, and such Goods may not be brought onto the Carrier's premises, save where it has so agreed in writing and details of such Goods have been given to the Carrier in writing.
- If the Customer delivers Notifiable Goods to the Carrier or causes the Carrier to handle or deal with Notifiable Goods otherwise than as specifically agreed in writing the Carrier shall be under no liability whatever in relation to the Goods whatsoever and shall be entitled to destroy or otherwise deal with such Notifiable Goods as it shall in its sole discretion decide without incurring any liability in respect thereof to the Customer.
- Where the Carrier has agreed in writing to accept Dangerous Goods:
 - such Goods must be properly packaged, marked, labelled and stowed in accordance with any applicable regulations and in a manner suitable for their intended carriage;
 - any vehicle, trailer, container or other equipment in which such Goods are stowed must be properly placarded, marked and labelled externally, must comply with any applicable regulations, and must be suitable for the intended carriage of the Goods;failing which the Carrier may refuse to accept or carry them, require their removal forthwith and / or take steps at the Customer's expense to ensure their safety and / or compliance with applicable regulations.
- The Carrier reserves the right at any time to destroy or otherwise deal with any Dangerous Goods as it shall in its sole discretion decide if in the opinion of the Carrier they became a risk to other Goods, property or persons.
- The Customer shall have no claim in respect of any Notifiable Goods dealt with or destroyed under sub-clauses (b) or (c) of this clause and shall indemnify the Carrier against all loss, damage, penalties, claims, demands, costs and expenses suffered or incurred by it in connection with the carriage of Notifiable Goods or in so dealing with them or destroying them.

8 PERISHABLE AND REFRIGERATED CARGO

- The Customer undertakes not to tender to the Carrier any Goods, trailer, container or similar transport unit which require settings for temperature control or humidity to be maintained without giving advance written notification to the Carrier of the required setting(s). The Customer warrants that any such setting has been correctly made when the Goods are tendered to the Carrier and is appropriate, whether or not it is usual in this trade or for goods of this type.
- The Carrier shall not be liable for any loss or damage to the Goods arising from defects, breakdown, defrosting or stoppage of refrigerating, ventilating or other specialised machinery, or connecting cables plugs and sockets forming part of the Goods, unless caused by the Carrier's failure to comply with its obligations under these Terms. The Carrier does not guarantee the availability of electricity above any vessel or at any load or discharge port.
- The term "apparent good order and condition" when used on the face of the waybill in relation to Goods which require refrigeration, ventilation or other specialised attention does not mean that the Carrier verified them when received as being at the temperature, humidity level or other condition designated by the Customer.

9 UNACCOMPANIED CARS

Unaccompanied cars are carried subject to the Unaccompanied Car Terms. These include limitations and exclusions of the Carrier's liability, and are available on request.

10 PACKAGING:

- The Customer warrants that all Goods are sufficiently and properly prepared packed and stowed for carriage by sea and road and that any container or trailer is in good condition and suitable for such carriage to the intended destination and the Carrier shall not be liable in any circumstances whatsoever for loss or damage or for mis-delivery or delay caused by breach of this warranty. The Customer hereby indemnifies the Carrier against all loss, damage, costs, claims and expenses caused by or arising from inadequate packing, overloading or shifting of any vehicles or trailer, container, flat, pallet or package and breakdown of vehicles during the course of loading or discharging or on board the vessel.
- The Carrier shall be under no obligation to arrange for the Goods to be carried, stored or handled separately from the Goods of other Customers save as otherwise agreed in writing.
- The Carrier may at the risk and expense of the Customer open any vehicle, container, trailer flat or package and examine, remove and otherwise handle it and its contents if directed or requested to do so by any governmental or local governmental authority or if the Carrier considers it necessary to do so.

11 DECK CARGO:

The Carrier shall be entitled to stow and carry the Goods either on deck or below deck at its option notwithstanding any agreement or representation made by or on behalf of the Carrier that the Goods are to be carried one way or another.

12 DESCRIPTION OF GOODS:

- The Customer warrants that the descriptions, values and other particulars of the Goods furnished by the Customer for customs, consular, insurance and all other purposes are true, complete and accurate in all respects and that the Goods are lawful merchandise and will be accepted at the ports of loading and discharge and hereby indemnifies the Carrier against all loss, damage, penalties, claims, demands, costs and expenses suffered or incurred by it as a result of breach of the said warranty or any inaccurate or omission in respect thereof whatsoever arising.
- The Carrier shall not be obliged to make any declaration for the purpose of any statute or contract as to the nature or value of any Goods or as to any special interest in delivery save as required by law or agreed by the parties in writing.

13 THIRD PARTY CLAIMS:

The Customer shall indemnify the Carrier against all claims by and liabilities towards third parties in respect of damage or destruction to or loss, delay or mis-delivery of the Goods to the extent that they exceed any liability of the Carrier to the Customer under these Terms.

14 SUBSTITUTION OF VESSEL, TRANSHIPMENT, ROUTE:

- The Carrier may forward all or any part of the Goods by any vessel or vessels whatever (including transhipment) and whether or not the vessel appears in the Carrier's advertised or other schedules or is bound for the port of discharge to which the Goods are to be carried.
- Any vessel in which the Goods are loaded may proceed by any route whatever whether or not direct or customary and may call at any port or ports in any order whether in or out of geographical rotation for any purpose whatsoever as the carrier shall in its absolute discretion decide.
- If the vessel is prevented or hindered from entering or leaving any port including the ports of loading and discharge between which the Goods are to be carried or otherwise from proceeding with the voyage or from loading or discharging or from continuing to load or discharge the Goods or any other goods or from taking on board or landing passengers or if the Carrier is of the opinion that the vessel may be so prevented or hindered then at its sole discretion the Carrier may:-
 - abandon the voyage in which case any payment made in advance in respect of the voyage will be refunded but the Carrier will be under no further liability to the Customer.
 - proceed to any other port (including return to the port of loading) and discharge or take such other action with regard to the Goods as the Carrier shall think fit. Such discharge or other steps shall be deemed to be full performance of the Carrier's obligations and the Carrier will be under no further liability to the Customer.

15 STORAGE, COLLECTION & DELIVERY

- The Carrier may store, pack and/or move the Goods between the times of their receipt and delivery at or to such place or places and in such manner as it shall in its discretion decide which shall include (without limitation) any warehouse, trailer park or storage area within or outside the place of receipt, or the ports of loading or discharge. The Carrier may at its sole discretion provide and attach fittings or materials such as straps, labels or chocks which in the Carrier's opinion are necessary for the safe stowage, loading, stowage, carriage, discharge or other handling pursuant to these Terms in which case the Customer shall indemnify the Carrier for the cost of any such items which are not returned in usable condition forthwith upon delivery. Notwithstanding the Carrier's right to do so, it shall be under no obligation whatsoever whatsoever arising in relation to such materials or their use.
- The Carrier's standard storage charges are set out in the Tariff. In addition to these, the Customer shall pay for any other charges and costs arising out of storage, parking, sale or other disposal of Goods under these Terms.
- The Customer shall procure collection:
 - of Goods carried by sea as soon as reasonably practicable after discharge or customs clearance (if clearance is required) at the specified place of delivery and in the Carrier's published business hours.
 - of Goods not received for carriage by sea, or Goods which were received for carriage by sea but which for any reason will not be carried by the Carrier, forthwith on the Carrier giving notice to the Customer requiring their removal.
- The Customer authorises the Carrier to deliver the Goods:
 - if any person included in the definition of Customer has requested, and the Carrier has agreed to, a particular procedure for delivery, in accordance with that procedure. The Customer warrants that any such procedure is appropriate for the Goods, whether or not it is usual in this trade or for goods of this type; otherwise
 - to any person whom the Carrier, or any person acting on the Carrier's behalf, reasonably believes to be duly authorised to take delivery, and such delivery shall constitute due delivery of the Goods.
- The Customer shall consider whether the DartSafe system is to be used to control release of the Goods and, if it is, inform the Carrier no later than the time of booking. Details of the DartSafe system are available from the Carrier. Notwithstanding any provision in these Terms to the contrary, if DartSafe is not requested, the Customer shall not be entitled to recover any losses which the correct use of DartSafe would have prevented.

(f) The Carrier shall be entitled at its sole discretion without notice to sell or otherwise dispose of:

- goods which have not been collected within 30 days after the date by which the Customer is required to remove them;
 - which in the opinion of the Carrier would be likely to perish in the course of carriage, storage or handling.
- Any sale of the Goods under these Terms may be by public auction or otherwise and the proceeds shall be applied firstly on or towards settling all sums due to the Carrier under these Terms and (if a general lien exists) on any other account and thereafter any balance shall be payable to the Customer.
 - At any time when the Goods are in the possession or control of the Carrier pursuant to these Terms, the Customer shall have access to them only at the sole discretion of the Carrier and on such terms as the Carrier may require.

16 CUSTOMER INDEMNITY:

- The Customer indemnifies the Carrier against all liabilities and claims in respect of loss, damage, delay or injury suffered by any driver, escort or passenger accompanying the Goods or the luggage or other goods saved insofar as the Carrier shall be liable to such driver, escort or passenger in accordance with the terms of any passenger ticket issued by him.
- The Customer shall indemnify the Carrier against all duties, taxes, payments, fines, expenses, losses, damage (including physical damage) and liabilities, whether or not arising out of the negligence or default of the Carrier, its servants or agents suffered or incurred by the Carrier in the performance of its obligations hereunder, including any liability to indemnify any other person against claims made against such other person by the Customer or by the Owner.
- Without prejudice to the generality of sub clause (b) above, the Customer shall indemnify the Carrier and any Independent Contractor against all payments, fines, expenses, losses, damage (including physical damage) and liabilities arising out of or in connection with any person, including but not limited to stewards, travelling in or with the Goods without the Carrier's express consent.
- The Carrier shall be under no liability to the Customer for the safekeeping of Goods for so long as they are detained for customs purposes.
- Save as specifically provided in these Terms, the Carrier shall be under no liability whatsoever arising and whether in respect of or in connection with any Goods or any instructions, business, advice, information or service or otherwise.

17 SUBCONTRACTING:

- The Carrier shall be entitled to sub-contract on any terms the whole or any part of the receipt, carriage, loading, unloading, stowage, storage, warehousing, handling and any duties whatsoever undertaken, or services provided, by the Carrier in relation to the Goods.
- The Customer undertakes that no claims or allegations shall be made against any servant or agent of the Carrier or Independent Contractor which impose or attempt to impose upon any of them or any vessel owned, chartered or operated by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, in consideration of the provision or prospective provision by any servant or agent of the Carrier or Independent Contractor of any service in connection with the performance by the Carrier of its obligations hereunder it is hereby agreed between the Customer and the Carrier acting as agent on behalf of and trustee for the benefit of such servants, agents and Independent Contractors that all defences, exclusions and limitations of liability of the Carrier under these Terms (as well as the governing law and jurisdiction provisions in clause 23 and the provisions of Clause 15 (d)) shall apply to and be for the benefit of the Carrier's servants agents and Independent Contractors who shall to this extent only be deemed parties to any contract evidenced by these Terms; and furthermore, that the Carrier's servants and agents and Independent Contractors shall be entitled to the benefit of all indemnities and warranties, as well as any lien granted by the Customer to the Carrier by these Terms.

18 FREIGHT AND OTHER CHARGES:

- For Goods received for carriage by sea, freight shall be deemed earned on receipt of the Goods, ship or goods lost or not lost.
- The Customer shall pay storage and other charges in accordance with the Tariff, whether or not such charges are mentioned in any quotation provided by the Carrier.
- Unless the Carrier has agreed in writing certain terms with the Customer:
 - all amounts due to the Carrier before sailing are payable before the Goods are shipped on board; and
 - all amounts falling due after sailing are payable immediately.Storage charges fall due on a daily basis, and other charges in the Tariff fall due when the service to which they relate has been provided.
- Where certain terms have been agreed, these shall at the option of the carrier terminate immediately:
 - on any breach of those terms; or
 - if an order is made or a resolution is passed for the Customer's winding up or if an order is made for the appointment of an administrator to manage its affairs, business and property or if a receiver is appointed of any of its assets or undertakings or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager or provisional liquidator or which entitle a court to make a winding-up order in relation to it or if it enters into any other formal or informal insolvency process in any relevant jurisdictionwhereupon all amounts owed to the Carrier but not yet paid shall become immediately payable.
- All invoices shall be paid net without deduction and shall not be withheld or deferred on account of any claim, counter-claim or set-off. Notwithstanding that any freight charges may be paid in advance the Customer shall be liable to pay any additional costs of the Carrier referred to in clause 4(b) and any other charges or expenses incurred by the Carrier in performing its obligations and the Carrier shall be entitled to invoice the Customer accordingly.
- Notwithstanding that it may be agreed between the Carrier and the Customer or any other person that the Carrier's charges in respect of any transaction shall be payable by the consignee or any other person, the Customer shall remain liable therefor without prejudice to the Carrier's rights against such consignee or other persons. If such consignee or other person shall fail to pay the same or any part thereof forthwith after due demand has been made, the Customer shall himself pay the Carrier forthwith. On payment in full by the Customer to the Carrier under this clause the Customer shall be subrogated to the Carrier's rights (if any) against the consignee.
- Amounts due to the Carrier but unpaid automatically attract interest at the rate of 3% per annum over the Bank of England base rate for the time being. The Carrier may refer any invoice which is due but unpaid to a collection agency, whose fees and expenses will be added (as they fall due) to the amount outstanding. The Customer shall be responsible for all such fees and expenses and agrees to pay them directly to the collection agency.

19 LIEN:

The Carrier shall have a particular lien on all goods or documents relating thereto in its possession for all sums due in respect of the Goods and a general lien on all goods or documents relating thereto in its possession for all sums due at any time from the Customer and shall in either case, at the sole discretion of the Carrier, be entitled to sell or dispose of such goods or documents at the expense of the Customer and apply the net proceeds in or towards the payment of such sums.

20 GENERAL AVERAGE:

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974. In the event of accident, damage, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether caused by negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Customer shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

21 SALVAGE CLAIMS:

The Customer shall indemnify the Carrier in respect of any sums or expenses paid or incurred or any liabilities assumed by the Carrier on behalf of the Customer with the intention of avoiding any delay to the Vessel or the Goods consequent upon any claim for salvage or other services rendered to the Vessel or the Goods and the Customer shall, if required by the Carrier so to do, provide reasonably satisfactory security to the Carrier or to any Salvor in respect of any such sums or expenses or liability and pending the provision of such security the Carrier shall have a lien on the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

22 MISCELLANEOUS:

If any legislation is applicable to any business undertaken by the Carrier hereunder these Terms shall apply subject to such legislation but nothing in these Terms shall be construed as a waiver or surrender of any of its rights and immunities or as an increase of its responsibilities or liabilities as provided by such legislation. If any Condition or part thereof shall be repugnant to such legislation and unlawful or unenforceable these Terms shall be read as if such Condition or part thereof was omitted. Any delay or failure by the Carrier to exercise its rights under these Terms is not a waiver of those rights.

23 JURISDICTION AND LAW:

These Terms shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with them shall be submitted to the exclusive jurisdiction of the High Court of Justice in London. Subject to clause 5 (c) proceedings in respect of any claim shall be commenced within 12 months from the date of discharge or when the goods should have been discharged, or (if and only if the Goods were not loaded onto any vessel) from the date on which the cause of action arose, failing which the Carrier shall be discharged from all liability whatsoever in respect of the Goods.