



STREAMLINE

**NORTHERN ISLES
FREIGHTWAYS LTD**

HEAD OFFICE
Streamline Terminal
Blaikies Quay
Aberdeen AB11 5PU
T: 01224 211506
F: 01224 212259 Operations
Accounts/Admin
streamlineshippinggroup.com

TERMS AND CONDITIONS OF WAYBILL

Shippers of Cargo are requested to make themselves acquainted with the Terms and Conditions stated below and are advised to ensure that they have adequate insurance cover

This waybill is neither a Bill of Lading nor Document of Title.

It is mutually agreed that:

These conditions of carriage are issued by and on behalf of Streamline Shipping Group Ltd, Streamline Shipping Agencies Ltd, Shetland Line (1984) Ltd, Orkney Line Ltd, Northern Isles Freightways Ltd, Scott Line North Sea Ltd and the Shipowner, any Charterer, any Manager, any Operator and the Ship as the case may be (herein referred to as the "Carrier").

In these conditions:-

"Merchant" includes the shipper, the consignee, the holder of any document evidencing the contract of carriage, the owner of the Goods, and all or any person or persons having any proprietary interest in the goods and/or who takes delivery of the goods whose liability hereunder shall be joint and several.

"Goods" means the whole or any part of the cargo received from the shipper and includes any equipment or container not supplied by or on behalf of the Carrier.

1. Merchant's Liability

(a) By presenting goods for shipment, the shipper accepts these conditions herein on his own behalf and on behalf of the consignee and the owner of the Goods and all or any persons having a proprietary interest in the Goods and/or who takes delivery of the Goods and warrants that he has authority to do so and further undertakes all liabilities of the Merchant.

(b) The Merchant warrants that the particulars of the Goods given to the Carrier and set out in this Shipping Note are correct.

(c) The Merchant agrees that the Carrier shall not be liable for any damage or loss to the Goods whatsoever and howsoever caused even if due to proven negligence on the part of the Carrier other than in accordance with these conditions of carriage.

(d) The Merchant shall not present goods for shipment of a dangerous, flammable, hazardous or radioactive nature without the prior written consent of the Carrier. Dangerous goods shipped without disclosure of their dangerous nature may be destroyed or otherwise disposed of by the Carrier at any time without notice or compensation to the Merchant.



(e) The Merchant jointly and severally agrees to indemnify the Carrier against all costs, expenses, liabilities and other consequences of the breakdown of any vehicle, container, trailer, flat, pallet or other equipment during the course of loading onboard, storage or discharge onboard the vessel or ashore.

(f) The Merchant shall indemnify the Carrier against all consequences and liabilities resulting from overloading of vehicles or units or defects in or inadequacy of the securing, packing or stuffing of any vehicle, trailer, container, flat, pallet, package and any other equipment or goods.

(g) Unless the Carrier has agreed in writing to the contrary with the Merchant:

(i) The Merchant warrants that any special appliances required for loading of the Goods which are not carried by the vehicle will be provided by the Merchant or on the Merchant's behalf.

(ii) The Carrier shall be under no liability whatsoever to the Merchant for any damage whatsoever or howsoever caused, even if the Carrier is instructed to load or unload goods requiring special appliances which, in breach of the warranty in (g) i above have not been provided by the Merchant or on the Merchant's behalf.

(h) Where the Carrier receives the goods from the Merchant, already stowed in or on a container, trailer, tanker or any other device specifically constructed for the carriage of goods by sea (each hereinafter individually referred to as the "transport unit"), the Merchant warrants that the transport unit shall be in good condition and suitable for the carriage to the intended destination of the Goods loaded therein/thereon.

(i) The Merchant agrees to indemnify the Carrier against all claims by and liabilities to third parties in respect of loss, damage, mis-delivery or delay of or in connection with the Goods in excess of the Carrier's liability (if any) under these conditions.

(j) The Merchant authorises the Carrier to deliver the Goods to the representative(s) of the Merchant or to any person whom the Carrier reasonably believes to be such representative(s) or the driver or escort of the Goods duly authorised to take delivery on behalf of the Merchant and such delivery shall constitute due fulfilment of the Carrier's obligations as to delivery of the Goods.

2. Carrier's, Rights and Liabilities

(a) The Carrier is not and does not hold itself out to be a common carrier and has the right to refuse any goods. The sailing of any particular ship is not guaranteed.

(b) The Carrier is at liberty to load and/or stow the Goods in such order and at such time as it thinks fit without reference to the order of booking and to carry part and to consolidate cargoes of various Merchants in one container or unit, and is not bound to carry any goods on any particular day.

(c) The Carrier may open any vehicle, trailer, container, flat or package or examine, remove or restow or otherwise handle the contents of any part thereof if directed or requested to do so by customs or any civil or mandatory authority or if the Carrier in its sole discretion considers it necessary to do so. The same



shall be done at the Merchant's risk and expense and the Carrier shall not be liable in any circumstances whatsoever for loss, damage, mis-delivery, or delay caused by improper stowage or inadequate packing or for admixture of contents howsoever and whensoever caused.

(d) The vessel is at liberty to depart or deviate from the intended and advertised route and to alter and to extend the same and to call at any port whether or not on that route in any rotation whatsoever (whether or not in geographical rotation) and to stay there as long as it considers such necessary and desirable for any purpose deemed reasonable; to sail with or without pilots; to tow vessels and to be towed; and to render assistance of any nature whatsoever, to drydock for any purpose and to make trial trips.

(e) Neither the Carrier nor its servants, agents or independent contractors are to be liable for delay, accident, loss of or damage to Goods in or at the Carrier's premises or ashore in any circumstances whatsoever even if such was due to proven negligence on the part of the Carrier its servants, agents or independent contractors.

(f) Notwithstanding any term to the contrary in this waybill the carriage of goods onboard the vessel shall be subject to the provisions of the Carriage of Goods by Sea Act 1971 and the Schedule thereto incorporating the Hague Visby Rules (hereinafter referred to as the "Act" and the "Rules" respectively) except:

(i) The Carrier shall in no circumstances whatsoever, even if due to its proven negligence, be responsible for delay in delivery of the Goods, consequential losses arising therefrom and for market losses of any kind.

(ii) For the purpose of limitation Article IV paragraphs 5(a), 5(c), 5(d) and 5(f) of the Rules shall be deleted.

(iii) The Carrier's liability under these terms and conditions shall not under any circumstances exceed:

(I) the value of any goods lost or damaged, or

(II) a sum at the rate of two Special Drawing Rights (herein referred to as SDR's) as defined by the International Monetary Fund, per kilo of gross weight of any goods lost or damaged;

whichever shall be the lesser sum.

(iv) The Carrier shall not be responsible in any circumstances whatsoever, even if due to proven negligence, for loss or damage due to leakage from other containers, units or goods, incorrect delivery arising from any cause, loss of use of any goods or other equipment, strikes or lockouts (whether actual or threatened), vermin, jettison, stranding, collision, barratry, restraints of princes, war or warlike operations, or hostilities, stress of weather, act of any government, or any other authority, port congestion, pollution.

3. Independent Contractors/Agents/Employees



(a) No servant, or agent of the Carrier employed by the Carrier will, in any circumstances whatsoever, incur any liability to the Merchant for any loss, damage or delay whatsoever and howsoever caused, even if caused by the proven negligence, default or omission of such servant or agent.

(b) The Merchant undertakes to the Carrier not to sue the Carrier's servants or agents in respect of any loss, damage or delay whatsoever and howsoever caused even if caused by the proven negligence, default or omission of such servant or agents.

(c) For the purpose of this clause "agents" includes all independent contractors and sub contractors employed by the Carrier including the operators of vessels not owned or operated by the Carrier, and their servants and agents.

4. Notice of Delivery

(a) The Carrier does not undertake to give notice of the arrival or discharge of the Goods to the Merchant.

(b) All Goods shall be removed by the Merchant from the quay as soon as landed from the vessel. The Carrier may store and/or park any goods either together or separately before loading and after discharge at any place or in any premises whatsoever the Carrier may decide at the sole risk of the Merchant. When such goods are not claimed on landing or are delayed owing to customs requirements or otherwise, whether or not so claimed, the Goods are to be at the sole risk and cost of the Merchant without recourse against the Carrier.

(c) Any Goods not claimed on the day of discharge thereof from the vessel or undelivered on such a day for any reason whatsoever may be stored ashore or afloat subject to these conditions wherever the Carrier may deem fit at the expense of the Merchant.

(d) Any Goods not claimed by the Merchant within seven (7) days after discharge at the port of destination may be sold by the Carrier without notice to the Merchant at such a time and in such a manner as the Carrier may deem fit and at the expense of the Merchant.

(e) Documents relating to the Goods may be carried in the ship's bag but the Carrier shall not be liable for late or non-delivery of any such document or for loss or damage or delay directly or indirectly caused hereby or in any circumstances whatsoever.

5. Transshipment

The Carrier may forward the Goods by any vessel or vessels whatsoever including transshipment. When the Goods are being carried under a contract of through carriage whether made by or on behalf of the Merchant with the Carrier or with some other Carrier or person these conditions shall apply as between the Carrier and the Merchant throughout the whole transit.

6. Refrigerated Transport



At the Merchant's request the Carrier shall try to connect any cold storage vehicle, trailer, platform or container to the vessel's supply of electricity but the Carrier shall be under no obligation to do so nor shall the Carrier be liable in the case of failure or unsuitability of the supply howsoever caused, nor for losses, damages or delays in delivery to perishable goods, whether caused by the negligence of the Carrier or otherwise.

7. Deck Cargo

The Carrier is at liberty to load, stow and carry the Goods or any of them ondeck without prior notice to the Merchant. The carriage of cargo ondeck shall be at the risk and responsibility of the Merchant and the Carrier shall not be liable under any circumstances whatsoever (even when due to negligence) for loss or damage to the Goods.

8. Loss of Accessories

The Carrier shall not be liable for the loss or damages sustained by the vehicles, trailers, platforms or containers howsoever caused nor for the loss or damage of any accessories or fittings attached to or accompanying any vehicle shipped, howsoever caused, nor for any damage whatsoever to the canvas of vehicles or trailers unless occasioned in transit by the proven negligence of the Carrier.

9. Livestock

(a) Livestock must be alongside two (2) hours before the time of sailing and in the event of them not being so alongside all charges paid shall be forfeited; if from any other cause livestock are left behind, without the Merchant's fault the Carrier will return the charges paid in respect of those that have been left behind (or will at the option of the Merchant ship those left behind in some subsequent vessel subject to these conditions)

(b) Livestock must be accompanied by someone in charge who shall be onboard at the risk and responsibility of the Merchant. If a member of the vessel's crew be put in charge, he shall for all purposes be deemed to be the servant of the Merchant. In either case the livestock will be subject to the Carrier's lien.

(c) The Carrier shall not in any circumstances whatsoever be liable for any damage, loss, death, disease, sickness of or injury to animals, howsoever, whatsoever or wheresoever, the same may have been caused, even though such damage, loss, death, sickness or injury is wholly or partly due to the wrongful act, neglect or default of the Carrier, its servants, agents or any other person for whom the Carrier may be responsible.

(d) Freight on livestock shall be chargeable on the numbers shipped, notwithstanding mortality or loss through any cause. With regard to the payment of freight, the provisions of clause 10, shall in all other respects apply.

e) In the case of livestock and perishable goods, if the freight is not paid on the date of receipt at destination, or if they are not taken away on delivery or if the Merchant requests that they be kept until



called for, or if they are insufficiently or wrongly addressed or if they are refused by the party to whom or at the place they are directed, the Carrier shall be entitled to sell the same forthwith without any notice to the Merchant and payment of the net proceeds of any such sale, after deduction of freight, charges and expenses shall be held equivalent to delivery.

(f) Without prejudice to sub-section (e) above if the person in care of livestock or Merchant not being ready on arrival to take charge of the same and to pay all freight and charges the Carrier shall be at liberty without incurring any liability to sell them by public/private sale or auction retaining a lien on them for freight, charges and expenses of their care and delivery.

(g) In the event of goods being over carried the Carrier may return the same to the port of delivery by the first convenient vessel and all the above conditions shall apply thereto.

10. Freight

(a) Freight and other charges shall be deemed earned and payable on receipt of the Goods by the Carrier and shall be paid in any event whether the vessel and/or the cargo are lost or not and when paid shall not be repayable in any circumstances whatsoever. Interest at 5% per month or pro rata for part of a month shall run from the date when freight and charges are due.

(b) If the currency in which freight and charges is quoted is devalued or alteration in the rate of exchange occurs with the same effect as the devaluation between the date of this contract of carriage and the date when freight and charges are payable, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

(c) In the event of increase in price for fuel oil all freight rates may be adjusted to compensate the Carrier for increased fuel and lubrication costs as from the date of such increase.

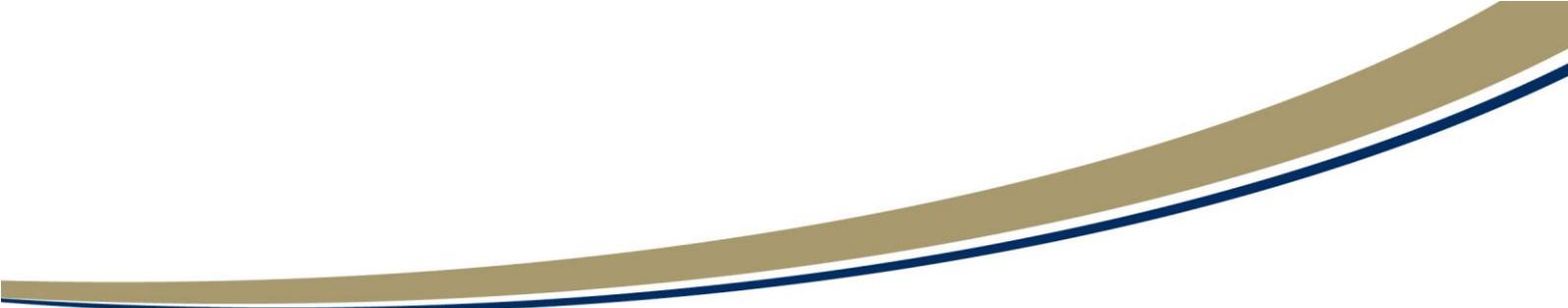
(d) For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of articles of transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

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

(f) The shipper shall be liable for the payment of all charges and demurrage payable at destination which the Carrier cannot obtain from the consignee.

11. Liens

(a) The Carrier shall have a lien on all goods carried by or deposited with the Carrier. The lien extends to all charges whether the amount thereof has been ascertained in money at the time of exercising such a



lien or not and whether such charges are in respect of the goods upon which this lien is exercised or any other goods handled by the Carrier.

(b) Charges within the context of this clause shall include freight and all monies due on account whatsoever from the Merchant in respect of the Goods or any other goods handled at any time by the Carrier for the Merchant and also all monies which the Carrier may become or be liable to pay on behalf of the Merchant in respect of the said goods and the costs and expenses of exercising such a lien.

(c) The lien shall be exercisable by sale without notice to the Merchant at such time and in such manner as the Carrier may desire and the Carrier may deduct from the proceeds of sale the costs and expenses of and incidental to such sale.

12. General Average

General average to be adjusted at any port or place at the option of the Carrier and to be settled according to the York/Antwerp Rules 1974 or any subsequent amendment thereto.

13. Notice of Damage

Any claim of whatsoever nature in respect of the Goods must be made in writing to the Carrier, in the case of livestock and perishable goods within twelve (12) hours and in the case of other goods within three (3) days from the time at which the same arrived or would in the ordinary course have arrived at their destination, otherwise all rights of action against the Carrier shall be absolutely barred.

14. Jurisdiction

This contract shall be governed by English law and any disputes under it shall be determined by the courts in England to the exclusion of the jurisdiction of the courts of any other country.

Shippers should note that point-point delivery, discharge of cargo from transport, movement of containerised freight within the port area, reloading of containerised freight to shipper's transport at port of delivery, discharging of returned containers from transport, and removal of containers from quayside to storage, will involve additional charges. Shippers are advised to seek a full quotation for all shipments prior to presentation of cargo.

Streamline Shipping Group Ltd
Registered in Scotland SC131956
Registered Office:

Streamline Terminal
Blaikies Quay, Aberdeen, AB11 5PU