



Brittany Ferries

General conditions for the carriage of freight

IMPORTANT: The present text is a free translation from the French version. Only the text in French is authentic and in the case of any dispute the text in French alone shall prevail.

1. Definitions

In these general conditions, the terms "Sea carrier", "Shipper" and "Vehicle" shall have the following meanings:

- "**Sea Carrier**" means BAI SA, whose registered office is situated at Port du Blosson, 29688 Roscoff, as well as any co-contractors to whom BAI SA may have recourse for the performance of the contract of carriage.

- "**Shipper**" means the shore based carrier who owns or sub-contracts the Vehicle, the owner, shipper and receiver of the goods or live animals placed inside the Vehicle, as well as the freight forwarder, the commissionaire de transport and any person to whom the Shipper or his representative may have recourse for the performance of the contract of carriage.

- "**Vehicle**" means any conveyance which rolls or is capable of being towed, accompanied or not by a driver, and all containers, pallets and other means of carriage, as well as the goods which are placed or contained therein.

- "**Brussels Convention**" means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924, the Protocol signed at Brussels on 23 February 1968 (Hague-Visby Rules) and the Protocol signed at Brussels on 21 December 1979.

2. The contract of carriage

The contract of carriage is deemed to exist from the moment the Sea carrier receives, by any means, and accepts a freight booking from the Shipper. The Shipper waives any right to demand from the Sea Carrier the issuance of a bill of lading.

3. Applicable law

This contract is governed by the Brussels Convention. It is also governed by French law and the following terms, to the extent that these derogate from or supplement the Brussels Convention.

Drivers of the Vehicle or any person accompanying the goods shall be subject to the Sea carrier's conditions of carriage for passengers.

4. Freight

Freight is payable in full immediately upon the conclusion of the contract of carriage. Freight is payable in any event including where the Shipper has not presented the Vehicle for loading and where delivery of the Vehicle by the Sea carrier at the port of discharge is delayed. Freight is non-returnable in any event.

5. Shipper's duties

a. Loading: the driver of the Vehicle must report with the transport documents to the freight office at least one hour before the scheduled departure of the vessel if he is travelling with the Vehicle and at least two hours before the scheduled departure of the vessel if the Vehicle will be unaccompanied. The driver must then drive the Vehicle to the location in the loading area designated by the Sea carrier.

Where dangerous goods are carried, the driver must report at least two hours prior to the scheduled departure of the vessel. The shipper shall provide to the Sea carrier at least 48 hours prior to the loading date all

information, of which he guarantees the accuracy, relating to the Vehicle and in particular in relation to the axle-load, the stowage conditions, the class of dangerous product and more generally all information required by the IMDG Code.

b. Connection to electricity supply: vehicles equipped with a heating/cooling unit will not be allowed to keep their diesel compressor running during the crossing. Provided that the Vehicle is equipped with suitable connection equipment that is compatible with the vessel's on-board electrical system, the Shipper may request that the Vehicle be connected to that system. The connection will be carried out with assistance from the vessel's staff but under the responsibility and control of the driver. The driver shall, by his own means, ensure throughout the duration of the carriage that the Vehicle's equipment and electrical connection, in particular the appropriate carriage temperature of the Vehicle, are properly adjusted.

c. Inspection of the Vehicle: from the moment the Vehicle arrives in the loading area, during the loading operations, during the sea passage and during the discharge onto the quayside at the port of destination, the driver shall place himself at the disposal of the Sea carrier. In particular, the driver undertakes to participate in an inspection of the Vehicle at the loading and discharging ports. If the driver is absent, or when the Vehicle is not accompanied by a representative of the Shipper when the inspection takes place, the inspection shall be deemed to have taken place in the presence of the Shipper and the inspection report which shall be drawn up will be deemed to be irrefutable evidence of the condition of the Vehicle at the time of the inspection.

d. Duty to take delivery: the Shipper shall take delivery of the Vehicle as soon as it is placed at his disposal, even if this occurs outside normal office hours and notwithstanding any local custom of the port. The Sea carrier is not under any obligation to notify the Shipper of the arrival of the vessel.

e. Live animals: where live animals are being transported, the Shipper warrants that it complies with all regulations applicable at the ports of loading and discharge. The Shipper is at all times responsible for the transportation of the animals and is in charge of their welfare in accordance with the European Convention for the Protection of Animals during International Transport, if applicable.

f. Clandestine passengers: the Shipper guarantees to the Sea carrier that the Vehicle does not contain any clandestine passengers when it is received into the Sea carrier's charge.

g. Information regarding the Vehicle and the Shipper: the Shipper shall be deemed to have guaranteed to the Sea carrier the accuracy of all of the information that he provides in relation to the Vehicle. The Shipper shall provide any further information, the accuracy of which he shall also be deemed to have guaranteed, which the Sea carrier may be required to provide to the public authorities of the port of loading or discharge.

6. Receipt of the Vehicle by the Carrier

a. Vehicle accompanied by a driver: subject to article 8(b) below, the Sea carrier is deemed to receive the Vehicle into its charge from the moment the Vehicle passes the vessel's door.

b. Unaccompanied Vehicle: the Sea carrier is deemed to receive the Vehicle into its charge from the moment that it is taken in tow by the Sea carrier on the quayside at the port of loading.



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7. Delivery of the Vehicle by the Carrier

a. Vehicle accompanied by a driver: delivery of the Vehicle is deemed to take place at the latest when the Vehicle passes the vessel's door.

b. Unaccompanied Vehicle: delivery is deemed to take place when the Vehicle is deposited onto the quayside after being towed there by the Sea carrier.

8. Responsibility of the Carrier

a. Period of responsibility of the Carrier: the Sea carrier shall only be liable from the moment he receives the Vehicle into his charge until he delivers the Vehicle as defined in clauses 6 and 7 above. In no circumstances shall the Sea carrier be liable for loss or damage occurring before the Sea carrier receives the Vehicle into his charge of or after the Sea carrier delivers the Vehicle.

b. Exceptions from liability: the Sea carrier shall be entitled to benefit from all of the exceptions from liability set out in the Brussels Convention. It is furthermore understood that the Sea carrier shall not be liable to indemnify loss or damage occurring when the Vehicle is in the care of the driver and in particular whilst the Vehicle is being driven inside the vessel, all loss and damage occurring at such time being deemed to have been caused by an act or fault of the Shipper. In no circumstances shall the Sea carrier be liable for loss or damage resulting from a failure in the electrical supply provided by the vessel irrespective of the cause and or duration of such failure.

c. Limitation of liability: the Sea Carrier shall only be liable for material loss or damage to the Vehicle itself and shall not be liable in respect of any other loss or damage, direct or indirect, such as loss of earnings or penalties for delay which may result from such material loss or damage. Unless the value of the Vehicle was declared by the Shipper at the time when the contract of carriage was concluded and the declared value appears on the embarkation ticket, neither the Sea carrier nor the vessel shall be liable for loss or damage to, or in connection with, the Vehicle in an amount exceeding the limits provided for in the Brussels Convention, namely 666,67 Special Drawing Rights (SDR) per package or unit or 2 SDR per kilo lost or damaged, it being understood and agreed that the Vehicle and the goods therein are deemed to constitute a single package.

d. Delay: the Sea carrier does not undertake that the carriage will be performed within a specific period. Unless the delay is caused by inexcusable fault of the Sea carrier, the Sea carrier shall in no circumstances be liable for any loss or damage resulting from delay in performance of the contract of carriage, whether the delay be caused by the loading or transshipment of the Vehicle on board a vessel other than the one initially intended, by the increased duration of the sea passage or by the delivery operations at the port of discharge or any other cause.

e. Carriage on open deck: the Sea carrier is expressly authorised to carry the Vehicle on deck without prior notice to the Shipper. The Sea carrier shall not be liable for loss or damage to the Vehicle, howsoever caused, when the Vehicle is carried on deck.

f. Live animals: the Sea carrier shall not be liable for loss or damage to live animals in accordance with article 30 of the French law of 18 June 1966 unless caused by inexcusable fault of the Sea carrier. The Shipper expressly authorises the Sea carrier to discharge in any place which the Sea carrier deems fit, at the risk and expense of the Shipper, any live animals

the discharge of which is refused by the authorities at the port of destination and to destroy any animals, at the risk and expense of the Shipper, which die or become sick during the maritime carriage or which represent a danger to the security of the voyage or crew.

9. Transfer of the Vehicle

The Sea carrier may transfer the Vehicle to any vessel of its choice owned or otherwise by the Sea carrier. Where such transfer is necessary by reason of loss or damage caused by one of the exceptions from liability provided for by the Brussels Convention, the entirety of the transfer costs shall be borne by the Shipper.

10. Shipper's responsibility

The Shipper shall be liable for all direct and indirect, material and immaterial, loss and damage suffered by the Sea carrier, the vessel, the passengers and other Vehicles carried on board where the loss and damage is caused by an act of the Shipper, the Shipper's negligence or a fault of the Shipper. The Shipper expressly undertakes to indemnify the Sea carrier for all losses suffered by the Sea carrier by reason of the occurrence of such loss and damage and to indemnify the Sea carrier in respect of any claims and liabilities to which the Sea carrier may be exposed as a result of claims by third parties, passengers, or other Shippers.

The Shipper shall be liable in the same circumstances mentioned in the preceding paragraph for all loss and damage suffered by the Sea carrier and for all penalties, taxes or fines which may be imposed on the Sea carrier by reason of a breach of any regulations, irrespective of the nature of those regulations, relating to the Vehicle, its exportation or importation in the country of destination or a breach by the Shipper of its obligations under these General Conditions.

11. Lien

The Sea carrier shall have a lien on the Vehicle for the payment of freight, expenses incurred by the Sea carrier for the account of the Shipper, transshipment and reshipment costs, penalties, taxes and fines mentioned in article 10 above and the lien shall exist irrespective of whether the sums due relate to the particular carriage in question or to a previous shipment or to an outstanding balance on a running account.

The Sea carrier may retain possession of the Vehicle unless the Sea carrier prefers to sell it at the Shipper's expense in accordance with the applicable procedure at the port of loading or at the port of discharge.

12. General average

In the event of general average, the adjustment shall be drawn up at any place at the option of the Sea carrier in accordance with the York-Antwerp Rules of 1994 as amended from time to time.

13. Jurisdiction

All legal proceedings in relation to the performance of the contract of carriage or to the settlement of general average shall exclusively be brought before the commercial court of Morlaix, France, irrespective of whether the proceedings are third party indemnity proceedings or concern several co-defendants.

Reservations

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