

## GENERAL CONDITIONS FOR CARRIAGE OF VEHICLES AND/OR CONTAINERS

1. **DEFINITIONS.** "Company" means Tomasos Transport & Tourism. "Shipper" means the party requesting shipment, driver or anyone presenting vehicle at loading, the forwarder of the container to be considered also as the consignees' delegate in the port of discharge. "Vehicle" means any means of transportation valid for commercial use and/or transportation of goods and merchandise with rubber tyres or chain tracks, whether self-propelled or not, like: semitrailers, trailers, motorcars, caravans, campers, buses etc. "Container" means any type of container, case, transportable tank, pallet or wooden basis, or any other facility used to consolidate and carry goods. "Freight" means the price payable to the Company for the carriage in accordance with the applicable tariff and the conditions hereof.

The Company undertakes to carry the vehicles and containers on the following conditions that the Shipper declares to be fully aware of and to accept, having agreed on carriage as contemplated herein, also in accordance with Law provisions in force insofar as they are not derogated from by the following conditions.

2. **VALIDITY.** The present contract of carriage is neither assignable nor transferable and applies only to vehicles and/or containers and to the ship, departure or departures mentioned herein. The Shipper shall diligently keep the present contract and shall exhibit it to any ship officer or Company official upon request.

3. **FREIGHT.** The freight mentioned herein is calculated on the basis of the Company's tariff in vigour at the date of contract stipulation. The freight indicated herein does not include meals on board, which are in any case at the charge of drivers/attendants of loaded vehicles. Furthermore, the Shipper shall bear all loading and unloading expenses, duties and charges, stamp dues, etc.

4. **FAILED SHIPMENT.** The Shipper failing to present the vehicles and/or containers on time for departure shall not be entitled to refund, not even partial, of the paid freight and shall be liable for payment of any balance freight.

### 5. PRESENTATION AT LOADING, STOWAGE ON BOARD AND DISCHARGE.

a) The Company's confirmation of booking and undertaking of carriage, even in case the Company has wholly or partially received relevant freight, does not amount to guarantee that the ship is ready to receive the vehicles and/or containers or that the vehicles and/or containers shall actually be loaded. Actual loading shall depend on the Company's requirements, stowage possibilities on board etc., as well as on any other reason preventing the voyage and/or the loading. Should loading not be effected due to the Company's conduct, the Company shall only be bound to refund the previously collected amount and shall not be liable for expenses, storage costs, direct and consequential damages as well as for any other title, reason or cause.

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The Company is fully entitled to cancel the announced departure, to add or cancel ports of call, to let the voyage begin or end at a port other than the scheduled one, to change the itinerary, to assign the vessel to another line, to substitute the designated vessel, to advance or delay date of departure. Should the departure be advanced or delayed by a period exceeding 24 hours or should departure be cancelled or the loading fail due to the Company's conduct, the Shipper shall be entitled to refund of the paid freight only and shall not be entitled to payment of any damages and/or refund of any expenses.

b) For the "embarkation-loading declaration", the Shipper must fill out, where he/she is required to, the transport contract by indicating that data requested.

c) The Shipper shall present the vehicle and container at the loading place no later than 2 hours before the indicated scheduled departure time. Failures to comply, for whatever the reason, shall not guarantee for the loading of the vehicle. In addition, he/she must show the entirely filled out transport documentation issued by the Company Offices and Agencies along with all other documents prescribed for the vehicle transportation (that includes all custom documents as well). at the time of vehicle loading. In order to use sea transportation, as it is considered to be a special type of transport, vehicles must be efficient in every aspect. This is particularly true for good working brakes, suspensions and rolling. Acceptance of loading on behalf of the Master of the ship does not imply the recognition of the exact and truthful statements written by the shipper in the filled out transport documents. As a consequence, the Master and the Company are in no way liable, even towards a third party, for the shipper declarations, to the vehicle and/or container requirements on board at the loading time. At loading, Shipper shall deliver the vehicle and container on board and shall collect them on board at discharge. Therefore, the Company undertakes no responsibility before delivery of the vehicle and container on board and after collection thereof on board.

d) Loading, stowage and unloading of vehicles and/or containers, including shifting from parking to the ship at loading and from the ship to the parking area at discharge, shall always be performed at the Shipper's sole risk, care and expense, even where these operations are carried out by the Company's personnel or port companies engaged by the Company. Therefore, the Shipper shall be the sole and exclusive responsible party for any damages and/or pilferage suffered by the vehicle and/or container, by goods contained therein, by the ship and third parties during these operations.

e) On arrival, should vehicles and/or containers not be timely collected, the Company shall at Shipper's/Receiver's risk and expense unload the vehicle and/or container ashore, and delivery shall only be effected upon refund of all expenses and incidental disbursements due for carriage and accessory operations. In any event, the Company shall not be liable for any damages and/or pilferage suffered by vehicles and/or containers ashore after discharge from the ship pending delivery,

**6. STOWAGE AND SECURING.** Before loading, the Shipper shall at his care, expense and risk arrange for stowage and securing of cargo on the vehicle or inside the container as well as for the locking of the vehicle and cover and sealing of the container. In no case shall the Company be liable for damage and/or loss suffered by cargo and/or vehicle/container as a consequence of lack, unfitness or insufficiency of se-



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curing, locking or covering as well as of overloading of the vehicle/container, it being understood that overloaded vehicles travel at the Shipper's sole risk and danger. In case of cargo overthrow due to shippers' act and fault, all restoration and other necessary expenses shall be borne by the Receiver even those paid in advance by the Company due to security.

**7. DANGEROUS GOODS.** Before shipment, the Shipper shall declare any dangerous goods loaded on the vehicle or into the container to the Company or its agent. The loading and carriage of vehicles and containers laden with dangerous goods shall be allowed in accordance with the applicable laws and regulations and shall be agreed in writing by the Company on a case-by-case basis.

The Shipper shall be fully liable to the Company and third parties for all consequences of whatsoever nature that might be caused by the failure to state the dangerous goods or by any false or incorrect declaration in respect thereof.

**8. REEFER CLAUSE.** The carriage of reefer units is subject to the safety rules issued by the competent authorities and RINA, which rules prohibit the use onboard the vessel of the units' own reefer machinery. Upon the Merchant's request at the time of booking and subject to availability of the vessel's plugs, the Carrier shall permit the connection of the reefer units to the vessel's plugs (which supply power at 220 V), provided always that the reefer units and containers are equipped with a suitable anti-explosion device.

Connection with the vessel plugs shall be at Merchant's risk and responsibility also against third parties and the Carrier shall not be responsible for any power supply failure, power sudden changes, any malfunctioning and breakdown of the vessel's power generation and supply, even if caused by the Carrier's employees or servants.

The Carrier may suspend the vessel's power supply to the reefer units if, in the Carrier's opinion, the reefer units are not functioning regularly or cause danger to the safety of the vessel or the cargo.

**9. LOADING ON AND UNDER DECK.** The Carrier shall have the liberty to load the vehicles and containers either on or under deck at his discretion without notice to the Merchant. Tender of the vehicles and containers for shipment shall amount to the Merchant's express agreement to the loading on deck, if any, at his risk. The Carrier shall not be liable for any damage and loss to the vehicles, containers and goods loaded therein and carried on deck.

## 10. SHIPPER'S DUTIES.

a) Vehicles shall be left on board with door locks in open position and ignition key hanging from the steering wheel. During voyage access to vehicles, cargo spaces and service premises is strictly forbidden.

b) The Shipper, the drivers any attendants in charge of vehicles shall be bound to comply with all regulations and directions of Maritime, Port, Health, Customs and Police Authorities, both Italian and foreign. They shall therefore be held responsible for any violation towards both competent Authorities and the Company, and they

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shall indemnify and deem the Company innocent of any damage, loss or prejudice caused by such violation.

c) The Shipper shall indemnify and hold the Company harmless in respect of all and any damage, loss and prejudice caused by the presence of stowaways in the vehicles and containers.

d) In case of emergency, the drivers/attendants shall put themselves at the Master's and Official's disposal and shall diligently comply with all orders and directions they shall receive.

**11. GENERAL SHIP DAMAGE.** General damage to the ship shall be adjusted in Genoa according to the York and Antwerp Rules of 1994 and any subsequent amendments, in the usual manner.

**12. LAW AND JURISDICTION.** This contract shall be governed by Italian law. Any claim or dispute relating to the validity and/or interpretation and/or execution of this contract shall be subject to the exclusive jurisdiction of Italian territory and to the competent Courts of Naples.