



## **GENERAL TERMS AND CONDITIONS OF CARRIAGE OF GOODS ON PALLETS**

### **1. These General Terms and Conditions of Carriage of Goods on Pallets**

These *General Terms and Conditions of Carriage of Goods on Pallets* (hereinafter, also simply the *General Terms and Conditions*), which have also been drafted in English and in Albanian, govern the carriage of pallets and the goods stacked and packaged on them (hereinafter, also simply *Pallets* or *Pallet*), commissioned by the *Shipper* from Adria Ferries S.p.A. (hereinafter, also simply the *Company*) and performed by the *Company* using its own vessels or vessels made available to it or through other shipping companies hired for this purpose. Said *General Terms and Conditions* do not govern the carriage of coaches, agricultural or work vehicles, trucks, trailers, semi-trailers, containers, road trailers, cars being exported and, in general, any commercial vehicle or vehicle equipped to transport goods commissioned by the *Shipper* from the *Company*, or their drivers (for which reference should be made to the *General Terms and Conditions of Carriage of Commercial Vehicles and Drivers*) or the carriage of passengers, their baggage and accompanying non-commercial vehicles commissioned from Adria Ferries S.p.A. (for which reference should be made to the *General Terms and Conditions of Carriage of Passengers, their Baggage and accompanying Vehicles*). These *General Terms and Conditions* and any amendments and/or additions to them (which may be consulted at the shipping agencies of the *Company*, at the port terminals of the Shipping Company, in the control rooms on board ship, and also on the website of Adria Ferries S.p.A. - [www.adriaferries.com](http://www.adriaferries.com)), even if not signed by the *Shipper*, will be considered as known and accepted to all legal intents and purposes thereof and it will therefore have the obligation of complying with them and ensuring that its drivers and/or assistants (or those of the *Loader*) comply with them, since, in the sector in question, said form of acceptance is permitted in standard practices, which the parties to this contract know or should know, and parties to contracts of the same type in the business segment of interest use it. Reference is made to applicable laws for any aspect not governed herein.

### **2. Methods of signing these General Terms and Conditions and the individual contracts of carriage**

The *Shipper* is the party that grants carriage assignments to the *Company* or in whose name they are granted, as indicated in the individual contracts. The *Loader* is the party who, also through its drivers and/or the employees of the port company hired for this purpose, delivers the cargo to the *Carrier*, arranging its loading and performing the associated activities (as specified in detail in



Art. 3 below). In order to give certainty to the contractual relationship governed herein, a) when the *Shipper* has not signed these *General Terms and Conditions* and/or the individual contracts of carriage, the relative signature may be affixed in its name and on its behalf by the *Loader*, also through its own drivers and/or assistants or the employees of the port company hired to load the *Pallets* onto the vessel; b) when these *General Terms and Conditions* and the individual contracts of carriage have not even been signed by the *Loader* in the methods indicated here above, the individual contracts shall be considered fully valid and effective between the parties if they have been concluded *per facta concludentia* (by tacit consent), with the result that these *General Terms and Conditions* are fully applicable, as they are precisely referenced therein. As a result of the above, all the obligations under these *General Terms and Conditions* and the individual contracts of carriage shall be intended as referring both to the *Shipper* and to the *Loader*, who shall fulfil them diligently and who shall thus be referred to without distinction hereunder with the term “*Shipper/Loader*”.

### **3. Acceptance of carriage and performance of loading and unloading operations**

The *Company* performs carriage under *F.I.O. (free in/free out)* conditions. The *Shipper/Loader* must communicate the correct measurements and the type of *Pallets*, their weight with the goods stacked and packaged on them, and also if inflammable, explosive, corrosive or hazardous materials or goods or those subject to the IMDG Code are present. If said information is not declared or is misrepresented by the *Shipper/Loader*, the *Company* may decide to terminate the contract of carriage, without prejudice to its rights to demand compensation of the damages suffered and to refuse to load the *Pallets* and/or order their immediate unloading at the risk, expense and liability of said *Shipper/Loader*. Should the *Company*, despite the failure of the *Shipper/Loader* to satisfy the aforesaid obligation to provide information, decide not to terminate the contract and to load the *Pallets* in any case, it shall have the right to demand payment of the relative different rates envisaged and of “*fees*” for non-conformity with what is declared in the contract, without prejudice to the right to compensation of damages. Passage on the vessel’s loading and unloading ramps, loading and unloading, positioning on board in the assigned space, transit and movement of the *Pallets* in the garage of the vessel shall be carried out by, at the risk and under the exclusive responsibility of the *Shipper/Loader* (passage on the loading ramp, loading, transit and movement in the vessel’s garage, and positioning on board) and of the *Receiver* (or the *Shipper/Loader* if the *Receiver* has not entered into the contract of carriage)



(transit and movement in the vessel's garage, passage on the unloading ramp and unloading), even if they have received advice from the crew. The *Pallets* being carried will be loaded in the order and according to the criteria established each time by the master and/or by his assistants and representatives. This will be conditional upon the needs of the vessel, and other needs linked with seaworthiness of the vessel and safety of navigation, and is all at the unquestionable discretion of the Master, even if the *Shipper/Loader* and the *Company* have made prior agreements to reserve space. The officer in charge of loading will refuse to load any *Pallets* that exceed the official load capacity. Once the operations of passage on the loading ramp, loading, transit and movement in the garage have been completed, and also positioning on board - all operations performed directly by the drivers and/or the assistants of the *Shipper/Loader* or, in their absence, by the port company hired to do so by the *Shipper/Loader* - each *Vehicle* will be parked by the driver with the engine and the lights switched off, with the brakes engaged and in gear, and with all the doors firmly closed and locked. The keys, which will never be available to the crew (other than in emergencies and/or situations of danger), must be kept by the *Driver* (if on board) or (if not present) placed by the employee of the port company hired to perform loading in special bags present on the vessel, indicated by the Master and duly sealed. In this latter case, only the *Receiver*, including through its representatives and/or the employee of the port company hired by the *Receiver* to take delivery of the *Vehicle* when it reaches its destination, may collect the keys of the *Vehicle* from the bags indicated when it is unloaded. It is also understood that drivers - if on board - must always be at the disposal of the *Company* and follow its instructions in emergencies or situations of danger. When the vessel berths in the port of destination, the *Company* will have completed its service and the *Receiver* (or the *Shipper/Loader* if the *Receiver* has not entered into the contract of carriage), including through its own Drivers on board and/or assistants and/or the employee of the port company hired, must immediately collect the *Pallets* for performance of transit and movement in the vessel's garage, passage on the unloading ramp and unloading operations (without impeding and/or delaying the normal flow of the other *Pallets* being unloaded, passengers and their accompanying vehicles and also the cargo). In the event that the *Receiver*, through its own Drivers and/or assistants and/or the employees of the port company hired, does not promptly collect the *Pallets* or does not proceed promptly with the unloading operations described, as a result of not being present on the quay or for any other reason, Adria Ferries S.p.A. will request instructions from the *Shipper/Loader*, as said *Pallets* may be (i) unloaded and positioned on the quay or placed





in the depot by the *Company*, at the risk and expense and under the responsibility of the *Shipper/Loader* and the *Receiver* (if the latter has entered into the contract of carriage according to art. 15 below), as they are jointly and severally liable; alternatively, (ii) left on board; in this latter case, the *Shipper/Loader* and the *Receiver* (if the latter has entered into the contract of carriage, again according to the provisions that follow) will be jointly and severally liable for payment of all freight rates for all section of the journey during which the *Pallets* remain in the garage of the vessel, up to the moment of final unloading. During passage of the *Pallets* on the unloading ramp and/or loading ramp of the vessels, their loading and/or unloading, transit and movement in the garage of the vessel, and also during positioning in the assigned spaces (all operations performed by the *Shipper/Loader* and/or by the *Receiver* completely independently, including through its own drivers and/or assistants and/or the employees of the port company hired), said *Shipper/Loader* and/or *Receiver* will be solely liable for any damage: a) to their own *Pallets*, to the goods stacked and packaged on them and to the means used to unload them, b) to their own person and to the people performing the unloading operations, c) to third parties, to their vehicles, to their goods and/or baggage, d) to the crew, to the vessel and to its appurtenances, furnishings and equipment.

#### **4. Lashing and/or unlashng of the *Pallets* and any impact during navigation**

In compliance with the provisions of the 1974 SOLAS Convention and the *Cargo Securing Manual* referred to therein, the lashing operations on the *Pallets* loaded onto the vessel will be performed by crew members. Said operations will only be performed (a) in the presence of adverse weather conditions, as there is no obligation for the crew to perform these operations in the presence of calm seas and/or low winds - and (b) to avoid the *Pallets* swaying from side to side as a consequence of rolling and/or pitching of the vessel during navigation, and not to prevent their movement forwards or backwards in a longitudinal direction. The unlashng operations must also be performed by crew members and never by the *Receiver* and/or by the drivers. In accordance with the above, the *Shipper/Loader*, *Receiver* and the owners of *Pallets* that have moved backwards and forwards longitudinally during navigation and hit other pallets or vehicles or parts of the vessel will be exclusively liable for any damage that occurs, even in the absence of prior lashing or after unlashng, and will compensate the *Company* for the damage caused to it and hold it harmless from payment of any sum as a result of third-party claims for damage. Equally,





the *Shipper/Loader* and the *Receiver* hereby waive any claim against the *Company* should their own *Pallets* suffer damage for the reasons indicated here above.

#### **5. Subject of carriage and cargo unit**

The subject of carriage will be the *Pallets* loaded, handled and positioned in the vessel's garage by the *Shipper/Loader*, including through its own driver and/or assistants or the employee of the port company hired to perform these operations, and not any goods contained on them (which the *Shipper/Loader* will mention during the booking phase, solely for the purpose of compilation of the cargo manifest). Said *Pallets* (as one with the goods stacked on them) will be positioned in the vessel's garage by the *Shipper/Loader*, duly packaged and sealed, with the result that the *Company* will not be able to open them and check the type, quantity and conditions of the goods declared by the *Shipper/Loader*. Without prejudice to the requirements of art. 7 below, the *Company* will consider the *Pallet*, with anything stacked and packaged on it, as a single cargo unit, acknowledging the absence of any declaration of value by the *Shipper/Loader*. It is agreed that the packaged goods will always travel at the exclusive risk and liability of the *Shipper/Loader*, as the *Company* cannot (and must not) be held liable for their loss or damage, if there is no defects or faults of the packaging at the moment of reconsignment of the pallet to the *Receiver* for unloading.

#### **6. Presentation for loading**

The *Shipper/Loader* will be required to: *a)* arrive for loading of the *Pallets* at least four hours before the vessel's scheduled departure time. If they fail to do so, whatever the reason for the delay (even if due to force majeure), the possibility of the *Shipper/Loader* loading the *Pallets* will not be guaranteed and the *Company* may still demand full payment of the agreed freight rate for carriage; *b)* exhibit, while loading the *Pallets*, the copy of the contract of carriage issued by the offices and/or shipping agencies of the *Company*, completed in all parts and duly signed, and also all documents (including identification documents) necessary for carriage, which must be valid, including those certifying that all customs and/or bureaucratic/administrative procedures for loading and export have been carried out and also those certifying payment of the freight rate and any further transport costs (unless deferred payment has been agreed). In the case of irregularities of even only part of said documentation or if it is exhibited late and/or not exhibited, for any reason, even reasons beyond the control of the *Shipper/Loader*, the *Company* may refuse to allow the *Shipper/Loader* to perform the loading operations; *c)* carry out, at their own risk and under



their own liability, including with third parties, even when the *Shipper/Loader* has received advice on movement from the crew, the transit, movement and positioning of the *Pallets* on board, stacking and packaging of the goods on the pallet, in accordance with the provisions of arts. 3 and 5 above; d) declare to the offices and/or shipping agencies of the *Company*, under their own responsibility and at least three days before loading, if the *Pallet* is being used to transport inflammable, explosive, corrosive or hazardous materials or goods or those subject to the *IMDG Code*, providing all the necessary and useful documentation and information within the same deadline. In this case, the *Pallets* will be accepted and embarked only if the vessel's authorisation certificate allows and the competent authority has granted specific approval on completion of the authorisation procedure pursuant to applicable laws. If hazardous goods are being transported, the *Shipper/Loader* must comply with all current laws on this, particularly with specific reference to the declaration, loading, packaging and labelling. Confirmation of the booking request or acceptance of carriage by the *Company*, even if the relative freight rate or part thereof has been paid to it, will not result in loading of the *Pallets* whenever the actual circumstances prevent this. In this case, although the *Company* is required to return any freight rate already paid, it will not be liable for the damages caused as a result of the *Pallets* not being loaded, unless the party entitled to compensation of damages proves that the *Company* is at fault.

### **7. Responsibilities**

Without prejudice to the provisions of art. 7 above, the *Company* will not be responsible - and will not held liable - for late departures or arrivals or for loss and/or damage of the *Pallets* or any other damage that occurs during transport, unless the party entitled to compensation of damages proves that the *Company* is at fault.

### **8. Impediments before departure**

The contract is terminated if departure of the vessel is impeded or cancelled. The contract may be terminated if departure of the vessel is excessively delayed. In all the above cases, the *Company* will not be liable for the damages caused by non-departure and/or cancellation of journeys and/or excessive delay, unless the party entitled to compensation of damages proves that the *Company* is at fault. If the contract is terminated after loading, without prejudice to the above, the *Shipper/Loader* will be required to pay the expenses of immediate unloading. Should the *Shipper/Loader* fail to unload the *Pallets* immediately, for any reason, said *Pallets* (i) may be unloaded by the *Company* and positioned on the quay or placed in the equipped depot at the risk

and expense and under the responsibility of the *Shipper/Loader* or, alternatively, (ii) may be left on board, in which case the *Shipper/Loader* will pay all the freight rates for the sections of the journey during which the *Pallets* have remained in the vessel's garage, up until the moment of their effective unloading .

### **9. Temporary impediment**

Should departure of the vessel or continuation of the journey be temporarily impeded, the contract will remain in force, the *Shipper/Loader* will not be entitled to any reduction of the freight rate and the *Company* will have no obligation to compensate any damages, unless the party entitled to compensation of damages proves that the *Company* is at fault. The *Shipper/Loader* and/or the *Receiver* (if the latter has entered into the contract of carriage according to the provisions below) may decide, for the entire duration of the impediment, to have the *Pallets* unloaded, at its own expense and under its own responsibility, with the obligation of reloading them, without prejudice to any damages due from the *Shipper/Loader* and/or *Receiver* consequent upon that decision.

### **10. Re-routing and docking at different ports**

The Master of the vessel is authorised, if circumstances require and/or for the safety of navigation and/or, in general, for any need of the vessel and the journey, to alter its route, to dock at different ports to the one indicated in the contract and to order the *Shipper/Loader* and/or the *Receiver* to have the *Pallets* unloaded, at their own expense and under their own responsibility, at any port that is not the port of final destination, and thus declare the journey as concluded. In this case, the *Company* will reimburse, on specific request, the part of the freight rate relating to the segment of the journey not taken, but will not be liable for payment of any compensation or restitution of damages or other payments, which the *Shipper/Loader*, the *Receiver* and their assignees hereby and expressly waive, insofar as is necessary, unless it is proved that such events are the fault of the *Company* itself.

### **11. Interruption of the journey**

If the journey is interrupted or excessively delayed, for any reason, after departure, the freight rate will be due in proportion to the segment of the journey taken and the Master may order the *Shipper/Loader* and/or the *Receiver* to have the *Pallets* unloaded, at their own expense and under their own responsibility, and thus declare the journey as concluded. In this case, the *Company* will reimburse, on specific request, the part of the freight rate relating to the segment of the journey not taken, but will not be liable for payment of any compensation or restitution of damages or other

payments, which the *Shipper/Loader*, the *Receiver* and their assignees hereby and expressly waive, insofar as is necessary, unless it is proved that such events are the fault of the *Company* itself.

### **12. Impediment on arrival**

Should docking be impeded or excessively delayed, the Master, if no orders have been received from the *Shipper/Loader* or if the orders received cannot be carried out, must act in the best interests of the vessel and its cargo and, if necessary, dock at another port or return to the port of departure, without prejudice to the *Company's* right to reimbursement of expenses and compensation of damages from the *Shipper/Loader* consequent upon the instructions they have given, where they can be carried out, or upon the actions taken in their interest and in their absence.

### **13. Substitution of the vessel**

The *Company* may substitute the designated vessel with another vessel of the same class and suited to the carriage commissioned from it.

### **14. Withdrawal of the *Shipper/Loader***

The *Shipper/Loader* may withdraw from the contract, after it has received confirmation from the *Carrier* of the request to book spaces on the vessel: a) up to 10 (ten) hours before the scheduled departure of the vessel, at no charge; b) after that time and up to the moment of departure of the vessel, paying the entire freight rate on the booked spaces to the *Carrier*. The *Shipper/Loader* may no longer withdraw from the contract after the garage ramp door has been closed. Without prejudice to the above, if withdrawal occurs after the *Pallets* have been loaded, the *Shipper/Loader* must arrange immediate unloading of the *Pallets* at its own expense and under its own responsibility. Should said unloading not be performed promptly, for any reason, the *Pallets* (i) may be unloaded by the *Company* and positioned on the quay or placed in the equipped depot at the risk and expense and under the responsibility of the *Shipper/Loader* or, alternatively, (ii) may be left on board, in which case the *Shipper/Loader* will pay all the freight rates for the sections of the journey during which the *Pallets* have remained in the vessel's garage, up until the moment of their effective unloading.

### **15. Entry into contract by the *Receiver***

Once the vessel has docked at its port of destination, the start of the coupling operations of the *Pallets* on which the goods are positioned by the *Receiver* - including through its own drivers





and/or assistants and/or the employees of the port company hired to perform unloading - in order to start the *Pallet* unloading operations, will be equivalent to the *Receiver* entering into the contract of carriage and all agreements contained therein are therefore enforceable on it. Said entry into contract will not release the *Shipper/Loader* from the obligations under the contract of carriage entered into with the *Carrier*, nor from these *General Terms and Conditions*.

#### **16. General average**

General average is governed by the *York Antwerp Rules* of 1974. In cases of general average, the *Receiver*, before taking delivery of the *Pallets*, must sign the *Lloyd's Average Bond*, including through its own drivers and/or assistants and/or the employees of the port company hired to unload the pallets from the vessel, and must consequently pay the deposit as established by the *Company* as guarantee for the service. The deposit as established by Art. 22 of the *York Antwerp Rules* must be paid into the *Company's* account.

#### **17. Reservations, limitation and forfeiture**

Claims concerning any prejudicial events and/or damages as a result of delay in performance of the transport service and/or damage to the *Pallets* during shipment must be submitted (i) in writing and (ii) in consultation with the Master of the vessel by the *Shipper/Loader* and/or by *Receiver*, including through their drivers and/or assistants and/or the employees of the port company hired, (iii) immediately upon the *Company* completing the service and therefore before the unloading operations according to art. 3 above are started by them. In the event of failure to comply with even only one of the conditions in (i), (ii) and (iii) above (see previous paragraph), it will be presumed that carriage has been correctly performed, the *Pallets* consigned by the *Company*, in accordance with the indications contained in the contract, and the service performed according to the terms agreed therein. The rights under the contract of carriage of the *Pallets* are limited to the term of six months after their reconsignment, according to laws on this. In the event of total loss or failed reconsignment or delayed reconsignment, the above term will start from the arrival date of the vessel in the port of destination or the date on which the vessel should have arrived. Without prejudice to the above, no claims for compensation may be filed against the *Company*, for any title or reason, after one year has passed from the arrival date of the vessel in the port of destination or the date on which the vessel should have arrived.



### **18. Right of retention on the *Pallets* and on the goods stacked and packaged on them**

The Company may secure its own right to credit with the *Shipper/Loader* that has accrued in performance of other carriage services as well by exercising the right of retention on all the *Pallets* and on the goods stacked and packaged on them in its possession, as a result of assignments granted by the *Shipper/Loader*, since, even when the *Pallets* and on the goods stacked and packaged on them have been the subject of another service to those to which the credit relates, each individual activity commissioned by the *Shipper/Loader* constitutes the execution of a single contract of carriage. Said right of retention shall also have effect to the prejudice of third parties having claims, including real claims, on the property (*Receiver* and owner included), if whoever has supplied the services and/or sustained the expenses has acted in good faith. The *Company* may retain the property subject to lien until its credit has been satisfied in full and may also sell it according to the regulations established for sale of the collateral.

### **19. Jurisdiction, applicable law and court with jurisdiction**

The contracts of carriage governed here and these *General Terms and Conditions* will be subject to Italian law and Italian jurisdiction. For any dispute over the validity, interpretation, enforcement, termination and extinction of the contracts of carriage governed herein and the *General Terms and Conditions*, and also any other aspect and profile related to them, the *Shipper/Loader* accepts that Ancona Court has sole jurisdiction and that the jurisdiction of any other court is excluded.

### **20. Personal data protection**

The personal data of users will be processed in compliance with the provisions of Italian Legislative Decree no. 196/03 and Regulation (EU) no. 679/16. Information on the methods and purposes of processing personal data, the rights of users and any other aspect related to data protection, together with the data protection policy and consent to processing of personal data, is available at the following link: <https://www.adriaferries.com/it/privacy-policy.html>

Ancona, on \_\_\_\_\_

The *Shipper/Loader* (even only in the methods indicated in art. 2 above)

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Pursuant to and in accordance with Arts. 1341 and 1342 of the Italian Civil Code, the *Shipper/Loader* represents that it expressly and specifically approves and accepts in writing the above contractual clauses: Art. 1. These *General Terms and Conditions of Carriage of Goods on Pallets*; Art. 2. Methods of signing these *General Terms and Conditions* and the individual contracts of carriage; Art. 3. Acceptance of carriage and performance of loading and unloading operations; Art 4. Lashing and/or unlashng of the *Pallets* and any impact during navigation; Art. 5. Subject of carriage and cargo unit; Art. 6. Presentation for loading; Art. 7. Liability; Art. 8. Impediments before departure; Art. 9. Temporary impediment; Art. 10. Re-routing and docking at different ports; Art. 11. Interruption of the journey; Art. 12. Impediment on arrival; Art. 13. Substitution of the vessel; Art. 14. Withdrawal of the *Shipper/Loader*; Art. 15 Entry into contract by the *Receiver*; Art. 17. Reservations, limitation and forfeiture; Art. 18. Right of retention on the *Pallets* and on the goods stacked and packaged on them; Art. 19. Jurisdiction, applicable law and court with jurisdiction.

Ancona, on \_\_\_\_\_

The *Shipper/Loader* (even only in the methods indicated in art. 2 above)

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