



## ■ Application for the Opening of a Ferry Credit Account

Shipments on account are only possible with TT-Line if your company has been accepted in advance by TT-Line. To this end, please be so kind as to complete and sign this form and return the original to us by post.

The undersigned is asking for the opening of a ferry credit account with TT-LINE GmbH & Co., 23523 LÜBECK

■ Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Place: \_\_\_\_\_ Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telefax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

■ Managing Director: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Contact Accounting: \_\_\_\_\_  
Phone extension: \_\_\_\_\_ Phone extension: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Commercial register number: \_\_\_\_\_ V.A.T. No.: \_\_\_\_\_  
Estimated monthly crossings with TT-Line / Number: \_\_\_\_\_

■ Bank Details:  
Credit Institute: \_\_\_\_\_ Place: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Bank Code: \_\_\_\_\_  
IBAN: \_\_\_\_\_ BIC/SWIFT: \_\_\_\_\_  
Direct debit authorization:                      yes:     no:

The **General Conditions of Carriage** of TT-Line GmbH & Co, 23523 Lübeck, as mentioned on page 2, are known and accepted by us.

We accept to adhere to the terms of **payment** agreed with TT-Line GmbH & Co, 23523 Lübeck - **20 days after invoice date**.

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Place/Date:

Company Stamp:

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Name of Managing Director / Confidential Clerk  
(in block letters)

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Signature of Managing Director / Confidential Clerk



## Terms and Conditions of Carriage of Goods

The following terms and conditions of carriage apply to the carriage of any cargo. With regard to any personal damage, the terms of contract applicable to travellers (General Terms and Conditions of Carriage of Passengers) are preeminently applicable to drivers and/or other accompanying persons.

### 1. Definitions

"TT-Line":	"TT-Line" means TT-Line GmbH & Co. KG, the carrier under the contract of carriage.
"Shipper":	"Shipper" means the principal of TT-Line.
"Performing Subcarrier":	"Performing Subcarrier" means all persons directly or indirectly commissioned by TT-Line in connection with the implementation of the contract of carriage, particularly shipowner or charterer or operator of the vessel, stower, terminal operator, port operators as well as the persons employed by these enterprises.
"Vehicle(s)":	"Vehicle(s)" means any means of locomotion, particularly passenger car, heavy goods vehicle and trailer.
"Cargo":	"Cargo" means vehicles (both with and without accompanying persons) including the goods on or in these and/or any other goods in transit, freight containers included, which are the subject matter of a contract of carriage with TT-Line.
"Accompanied Cargo":	"Accompanied Cargo" means cargo which is driven on board and off the vessel by a driver not made available or commissioned by TT-Line.
"Unaccompanied Cargo":	"Unaccompanied Cargo" means cargo which is loaded and unloaded by TT-Line.
"Dangerous Goods":	"Dangerous Goods" means inflammable, toxic, explosive or otherwise hazardous cargo.

### 2. Due Date of the Freight

The freight payable by the Shipper shall fall due upon conclusion of the contract of carriage.

### 3. Lien and Rights of Retention

With regard to all claims constituted by the contract of carriage and with regard to uncontested claims arising from other contracts of carriage concluded with the Shipper, TT-Line shall have a lien on and a right of retention in the Cargo over which it has power of disposal. The liens and rights of retention shall also extend to all accompanying documents.

### 4. Subcontracts/Himalaya Clause

- (1) TT-Line is entitled to have the carriage, loading and unloading, stowage and all other duties to be discharged by it in performance of the contract of carriage carried out by third parties in whole or in part.
- (2) No claims may be asserted against these Performing Subcarriers. In the event of their being held liable nevertheless, they may rely on all exclusions and limitations of liability provided for by law or contained in these Terms and Conditions of Carriage, including the provisions concerning limitation of the right of action in respect of the asserted claim, which are applicable to TT-Line as carrier.

### 5. Punctual Receipt of the Cargo

- (1) The Cargo must be made available for loading at least 2 hours prior to the sailing time indicated in the sailing schedule of the vessel designated for the shipment. If the Cargo arrives later, there shall be no claim to carriage with this vessel.
- (2) Different times may apply for making available Dangerous Goods, which the Shipper must inquire of TT-Line in good time.

### 6. Period of Custody

- (1) For Accompanied Cargo, the period of custody of TT-Line shall commence at the time the driver leaves the Cargo on board the vessel in the allocated stowage position and end at the moment the driver removes the Cargo from the allocated parking space.
- (2) For Unaccompanied Cargo, the period of custody of TT-Line shall commence at the time the loading operations begin and end as soon as the Cargo is set down on the quay or terminal of the port of discharge for the first time.

### 7. Safety Instructions for Drivers/Vehicles

- (1) The driver shall drive the Vehicle in the port of loading to the parking space allocated to him on board the vessel. On arrival at the port of destination he shall drive the Vehicle off the vessel when given a signal to do so by TT-Line.
- (2) Before leaving the Vehicle the driver shall secure the Vehicle by applying the hand brake and putting the engine in gear.
- (3) The driver shall be solely responsible for driving the Vehicle to the parking space on board the vessel and from this again. He must particularly ensure that the support legs are wound up and that the Vehicle body cannot touch the ground.
- (4) More extensive obligations under the law or under these Terms and Conditions of Carriage remain unaffected.

### 8. Packing and Securing of the Cargo

- (1) The Shipper is obliged to hand over the Cargo to TT-Line for carriage secured and packed in such a manner that it is protected against loss and damage and that TT-Line and/or the Performing Subcarrier do not suffer any damage either. This particularly applies to Cargo inside vehicles or other freight containers.
- (2) Vehicles must have a sufficient number of lashing eyes suitable for carriage by sea.
- (3) More extensive obligations of the Shipper under the law or under these Terms and Conditions of Carriage remain unaffected.

### 9. Shipment on Deck

By concluding the contract of carriage the Shipper agrees to the Cargo being shipped on deck.

### 10. Liability of TT-Line

- (1) The liability of TT-Line is limited to intent and gross negligence unless an essential contractual duty (cardinal duty) has been culpably breached or the culpable breach of duty results in an injury to life, the body and/or to health. More extensive exclusions and/or limitations of liability, particularly the statutory exemption from liability for damages caused by conduct of the people of TT-Line and/or of the ship's crew in navigating or managing the vessel or by fire, remain unaffected.
- (2) If TT-Line is liable pursuant to para. 1 above, this liability shall, in case of loss of or damage to the Cargo, be limited in terms of amount to indemnification pursuant to Sections 658 and 659 of the German Commercial Code (HGB).
- (3) Supplementary to para. 2, the liability of TT-Line for loss of or damage to the Cargo shall in any event be limited to the equivalent of 2 SDR per kilogramme of gross weight of the lost or damaged Cargo, unless lower liability exists under the applicable statutory provisions.



- (4) The right to apply the limitations of liability pursuant to para. 2 and 3 above shall not apply if TT-Line, that is its legal representatives, to the exclusion of its other vicarious agents, caused damage either intentionally or recklessly and aware of the fact that damages were likely to occur.
- (5) To the extent that TT-Line is liable pursuant to para. 1 above, this liability shall be limited in case of damage caused by delay to three times the amount of freight. However, this limitation of liability shall not apply in case of intent or recklessness.
- (6) Apart from cases of intent or recklessness, the limitation of liability in terms of amount pursuant to para. 5 above shall also apply if TT-Line is liable pursuant to para. 1 for damages not caused by loss of or damage to the Cargo or by exceeding the delivery term.
- (7) Liability for culpable breaches of duty that result in an injury to life, the body and/or to health as well as under the German Product Liability Act (Produkthaftungsgesetz) shall not be affected by the above provisions. The same shall apply to damages if TT-Line has given a guarantee for a specific quality of a thing.
- (8) The driver shall, prior to leaving the vessel at the latest, give written notice of any damage to or loss of Accompanied Cargo to the loading officer or have the notice confirmed to him in writing. Written notice shall be given of any damage to or loss of Unaccompanied Cargo without undue delay after the Cargo is set down on the terminal or quay of the port of discharge for the first time. If the damage to or loss of the Cargo was not apparent despite an inspection carried out prior to leaving the vessel or directly after setting down the Cargo, it shall suffice to dispatch the notice of loss within 3 days after the respective point of time to TT-Line GmbH & Co. KG, Skandinavienkai, D-23570 Travemünde or to TT-Line AB, Box 94, S-231 22 Trelleborg.  
If the notice is not given punctually and properly in the aforesaid cases or the Cargo has been lost, the Shipper or other claimants must prove that the damage occurred during the period of carriage and that TT-Line is responsible for this damage.
- (9) Liability of TT-Line for damage to live animals is excluded.
- (10) Liability of TT-Line for deck cargo is excluded.
- (11) Supplementary to the above provisions TT-Line shall in any event be entitled, like the owner of a vessel, to rely on the provisions pertaining to exclusion and limitation of liability applicable to the owner of a vessel under German or international laws, particularly under the Convention of 1976 on limitation of liability for maritime claims, as amended.
- (12) The exclusions and limitations of liability provided for in the above paragraphs shall apply even if claims in tort are asserted against TT-Line.
- (13) Claims against TT-Line shall become statute-barred 6 months after the completion of the carriage. This applies to claims of any kind, including claims in tort.
- (14) More extensive exclusions and/or limitations of liability remain unaffected.

#### **11. Refrigerated Cargo**

- (1) TT-Line must be given written notice of the carriage of refrigerated cargo prior to the commencement of the carriage. Only refrigerated cargo with electrically driven reefer units may be carried.
- (2) If Cargo is carried with a reefer unit and the reefer unit is connected to the vessel's power supply, the adjustment of the cooling temperature shall be solely incumbent on the Shipper. Even if Unaccompanied Cargo with a reefer unit is carried, TT-Line shall be obliged to supply the reefer unit with power during the carriage only if an agreement is made to this effect, but under no circumstances shall TT-Line be obliged to check that the cooling temperature is maintained during the carriage.
- (3) Liability of TT-Line for damage caused by reefer units that are not in working order is excluded.

#### **12. Special Design Vehicles**

If the design of a Vehicle has special features, such as a low ground clearance, TT-Line shall not be liable for damage caused by such special features.

#### **13. Caravans, Truck Campers and Similar Unaccompanied Vehicles**

If caravans, truck campers and similar Vehicles are carried, the Shipper shall be responsible for securing any articles contained in these Vehicles in such a manner that they are not damaged during the carriage. TT-Line shall not be liable for damage to these articles in the Vehicle or their loss even if it was apparent that no such securing had been carried out. This shall particularly apply to electronic equipment such as car radios (including cassettes) or CD players and to articles contained in the boot of a Vehicle.

#### **14. Shipper's Liability and Indemnity**

- (1) The Shipper shall ensure that third parties, particularly the owner and/or the consignee, do not assert any claims against TT-Line and/or against the Performing Subcarrier with regard to the Cargo or in connection therewith which result in TT-Line and/or the Performing Subcarrier being liable to a greater extent than provided for in these Terms and Conditions of Carriage. If third parties do nevertheless hold TT-Line and/or the Performing Subcarrier liable to a greater extent, the Shipper shall be obliged to indemnify TT-Line and/or the Performing Subcarrier against any such claims.
- (2) Even if the Shipper is not at fault, the Shipper shall compensate TT-Line for damages and expenses caused by insufficient packing, securing or labelling as well as missing or incorrect customs and/or cargo documentation of the Cargo or by TT-Line having received incorrect or incomplete information about the nature and quality of the Cargo.
- (3) If the carriage infringes statutory provisions applicable in a country under the International Ship Security Port Facility Code, and TT-Line had no knowledge thereof because the Shipper did not inform it accordingly or gave it incomplete or incorrect information, the Shipper shall, even without being at fault, compensate TT-Line for damages and expenses caused thereby and hold TT-Line harmless from all obligations resulting therefrom.
- (4) More extensive claims of TT-Line remain unaffected.

#### **15. Dangerous Goods**

- (1) Dangerous Goods may not be handed over to TT-Line for carriage without the prior written consent of TT-Line and without a clear labelling that takes into account all applicable statutory provisions including the Memorandum of Understanding for the Transport of Packaged Dangerous Goods in the Baltic Sea (MoU). In obtaining the consent, the Shipper shall give TT-Line in good time all the information required under the then prevailing provisions and point out relevant dangers and any particularities for the carriage of the goods. If and to the extent that Dangerous Goods are handed over to TT-Line without such written consent and/or without such labelling, TT-Line shall be authorized, without rendering itself liable for damages thereby, to discharge, destroy or otherwise render harmless the Dangerous Goods at any time and any place it chooses.
- (2) TT-Line shall not be obliged to compensate for the damage even if TT-Line had been aware of the Dangerous Goods, but the measure had been necessary to remove a concrete danger.
- (3) The Shipper guarantees to TT-Line that the Dangerous Goods will be handed over sufficiently packed, stowed and secured, that they are able to withstand the risks of loading and unloading and marine risks - without any special precautions having to be taken on the



part of TT-Line - and that the packaging, stowage and securing of the Dangerous Goods as well as their carriage on the vessels deployed by TT-Line meet all statutory requirements.

- (4) The Shipper shall be liable to TT-Line, without fault and irrespective of whether TT-Line was aware of the Dangerous Goods or their quality, for all damages and expenses incurred by TT-Line because of or in connection with the Dangerous Goods handed over to it.
- (5) More extensive obligations of the Shipper and/or more extensive claims of TT-Line remain unaffected.

**16. Inspections by Reason of Safety/Security Regulations**

By concluding the contract of carriage the Shipper agrees to inspections of the Cargo and of the personal belongings of the driver of TT-Line or of third parties commissioned by TT-Line being carried out if and to the extent that TT-Line or a Performing Subcarrier is obliged to carry out such inspections under national and/or international safety regulations in force, particularly to comply with the ISPS Code. More extensive claims remain unaffected.

**17. Exclusion of Set-Off**

The Shipper is not entitled to set off claims against claims of TT-Line or to enforce a right of retention unless the Shipper's counterclaims are not contested by TT-Line or have been recognized by a final and absolute judgment.

**18. General Average (Havarie Grosse)**

General average shall be adjusted in Hamburg in accordance with the York-Antwerp Rules 1994 as amended.

**19. Both to Blame Collision Clause**

The prevailing version of the Both to Blame Collision Clause as adopted by BIMCO shall apply.

**20. Insurance**

The Shipper and all third parties concerned are recommended to take out adequate accident insurance and/or transport insurance referring to these Terms and Conditions of Carriage. TT-Line is not obliged to take out insurances for the Shipper or other third parties having an interest in the Cargo.

**21. Precedence of the German Version**

These Terms and Conditions of Carriage are drawn up in the German, English and Swedish language. In the event of discrepancies, the German version shall prevail.

**22. Jurisdiction/Choice of Law**

- (1) The courts of Hamburg shall have exclusive jurisdiction over all claims arising out of or in connection with the contract of carriage. However, TT-Line is entitled to assert claims against the Shipper or the consignee before the court having jurisdiction over these.
- (2) The interpretation and application of the contract of carriage shall be governed by German substantive law. However, if TT-Line files suit before the court having jurisdiction over the Shipper or the consignee the substantive law of the state in which the court applied to has its seat shall apply.

Travemünde in June 2005/II