

# Terms and Conditions of Carriage of Goods

The following terms and conditions are applicable to the carriage of any Cargo unless agreed otherwise.

With regard to any personal injury, the contractual terms applicable to passengers (General Terms and Conditions of Carriage of Passengers) are applicable to drivers and/or other accompanying persons.

## 1. Definitions

„**TT-Line**“: TT-Line GmbH & Co. KG, Zum Hafenplatz 1, 23570 Lübeck-Travemünde, commercial register: local court Lübeck, HRA 3529, the carrier under the contract of carriage.

„**Shipper**“: The principal of TT-Line.

„**Sub-Contractor**“: All persons directly or indirectly commissioned by TT-Line in connection with the implementation of the contract of carriage, particularly the ship owner or charterer or operator of the vessel, stevedores, terminal operator, port operators as well as the persons employed by such companies.

„**Vehicle**“: Any means of transport, used for the carriage of persons particularly passenger cars, trucks or lorries and trailers.

„**Cargo**“: Vehicles with or without accompanying persons including the goods on or in such Vehicles and any other goods, including transport containers which are the subject matter of a contract of carriage with TT-Line.

„**Accompanied Cargo**“: Cargo which is driven on board and off the Vessel by a driver not commissioned by TT-Line.

„**Unaccompanied Cargo**“: Cargo which is loaded and unloaded by TT-Line.

„**Dangerous Goods**“: Any hazardous Cargo in the sense of the IMDG-Code, listed [here on our homepage](#) as well as any inflammable, toxic, explosive or Cargo otherwise dangerous in respect to people, the environment, the vessel or other Cargo.

„**Text Form**“: Permanently legible statement which mentions the persons giving the statement, also valid without signature such as for example statements on paper, sent by email or computer fax.

## 2. Due Date for Freight

Unless agreed otherwise the freight payable by the Shipper becomes due upon conclusion of the contract of carriage. Gets the shipper with the freight payable in arrears, TT-Line demands an interest payment of 9 percentage points above the interest base rate. Additionally TT-Line may collect a com-pensation charge of 40,00 €. (§ 288 BGB) The assertion of further damage is not excluded.

## 3. Lien and Rights of Detention

With regard to 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 has a lien and a right of retention over the Cargo which it has at its disposal. The liens and rights of retention extend to all accompanying documents.

## 4. Sub-Contract/Himalaya-Clause

(1) TT-Line is entitled to have all or part of the carriage, loading and unloading, stowing and all other duties owed under the contract of carriage carried out by Sub-Contractors.

(2) No claims can be asserted against Sub-Contractors except they are actual carriers.

(3) Insofar as there are nevertheless claims asserted against Sub-Contractors, 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 the statute of limitation for the asserted claim, which are also applicable to TT-Line.

## 5. Timely Availability of Cargo

(1) The Cargo must be made available for loading for Accompanied Cargo at least 1 hour and for Unaccompanied Cargo as well as Dangerous Goods at least 1.5 hours prior to the sailing time indicated in the sailing schedule for the vessel designated for that shipment. In case the Cargo arrives later, the Shipper is not entitled to carriage with this vessel.

(2) In case of the carriage of Dangerous Goods, different times of availability of the cargo may apply depending on the nature of the Dangerous Goods to be carried. Such times have to be enquired from TT-Line by the Shipper in a timely manner.

## 6. Period of Custody

(1) In case of Accompanied Cargo, the period of custody of TT-Line commences once the driver leaves the Vehicle on board the vessel in the allocated stowing position and ends the moment the driver occupies the Vehicle again for discharge.

(2) In case of Unaccompanied Cargo, the period of custody of TT-Line commences at the time the freight unit is taken over by the tugmaster for boarding the ferry and ends when the tugmaster has completed the discharge process, in expression unhooked the freight unit in the arrival port.

## 7. Acceptance of the Cargo at Port of Destination / Default

(1) In case the person with the right of disposal over the Cargo does not accept

(a) Accompanied Cargo immediately after arrival of the vessel in the port of destination and

(b) Unaccompanied Cargo not immediately, meaning within 24 hours after arrival of the vessel in the port of destination, TT-Line has the right to discharge the Cargo insofar as Cargo has not already been discharged and may entrust a third party with the goods for storage for the account and risk of the person having the right of disposal over the goods. Therewith the carriage is deemed to have been terminated.

(2) Should TT-Line entrust a third party with the goods, TT-Line is only liable for exercising due diligence in choosing such third party.

## 8. 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 indicated to do so by TT-Line.

(2) Before leaving the Vehicle, the driver shall secure the Vehicle by applying the handbrake and putting the engine into gear.

(3) The driver shall be solely responsible for driving the Vehicle to and from the allocated parking space on board the vessel. He has to ensure that, in particular, the support legs are wound up and that the body of the Vehicle cannot touch the ground.

## 9. Packing / Securing / Marking of the Cargo

(1) The Shipper is obliged to hand over the Cargo to TT-Line for transportation secured and packed in a manner that it is protected from loss and damage and TT-Line and Sub-Contractors are also protected from damage. This is particularly applicable to Cargo stowed within the Vehicles or other transport containers.

(2) The Shipper is further obliged to mark the Cargo to the extent necessary to handle them in accordance with the contract.

(3) Vehicles must have a sufficient number of lashing eyes suitable for carriage by sea.

## 10. Shipment on Deck

Upon conclusion of the contract of carriage the Shipper agrees to the Cargo being shipped on deck.

## 11. Liability of TT-Line

(1) TT-Line is not liable for damages which are caused by any fault or neglect on the part of its servants or of the ship's company in so far as the corresponding damage was caused in the course of steering or otherwise operating the ship, or was caused by fire or explosion on board the ship and the measures taken were not predominantly for the benefit of the Cargo.

(2) The liability of TT-Line for damage resulting from delays is limited to three times the amount of freight.

(3) The right to the afore-mentioned limitation of liability shall not apply in case TT-Line, that is its legal representatives, causes damage either intentionally or recklessly and aware of the fact that damage was likely to occur.

(4) In case of Accompanied Cargo the driver shall notify the loading officer of any damage or loss of the Cargo the latest when occupying the Vehicle. That notice shall be given in Text Form or a confirmation in Text Form of that notice has to be requested.

(5) In case of Unaccompanied Cargo any damage or loss shall be notified without undue delay after delivery of the Cargo in the port of discharge. Said notification shall be given in Text Form to TT-Line or the Sub-Contractor.

(6) In case the damage or loss of the Cargo was not visible, in accordance with the above-mentioned paragraphs (4) and (5) either when reoccupying the Vehicle or at delivery, it is sufficient if the notification of said loss or damage is sent to TT-Line GmbH & Co. KG, Zum Hafenplatz 1, D-23570 Travemünde, or TT-Line AB, Box 94, S-231 22 Trelleborg within three days of reoccupying the Vehicle or delivery.

(7) The limitation and exclusion of liability contained in the aforementioned paragraphs are also applicable in cases where the Shipper makes a non-contractual claim against TT-Line.

(8) Regardless of the Carrier's basic liability, the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- any cause or event which the Carrier could not avoid by the exercise of reasonable diligence,
- saving or attempting to save life or property at sea,
- act of God, act of war or act of public enemies including riots and civil commotions,
- quarantine restrictions,
- act or omission of the Merchant, his agent or representative,
- strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general,
- perils, dangers and accidents of the sea or other navigable waters,
- insufficiency or inadequacy of marks or insufficiency of packing,
- handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
- inherent vice of the Goods,
- fire, unless caused by the actual fault or privity of the Carrier,

Where under sub-clause the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.

## 12. Limitation Period for Claims

Claims against TT-Line shall be time-barred within twelve months after delivery of the Cargo or in case of loss within twelve months from the date of delivery agreed for set Cargo.

## 13. 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 a reefer unit is connected to the vessel's power supply, the adjustment of the cooling temperature as well as the testing of the functionality of the reefer unit 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 the functionality of the reefer unit or that the cooling temperature is maintained during the carriage.

## 14. Special Design Vehicles

It is incumbent on the driver of Accompanied Cargo to ensure that the design of the Vehicle is suitable for transportation on the respective vessel of TT-Line. This means for example that a Vehicle has sufficient ground clearance.

## 15. Caravans, Truck Campers and Similar Unaccompanied Vehicles

If caravans, truck campers and similar Vehicles are carried, the Shippers 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 or consumer electronics and to articles contained in the boot of a Vehicle.

## 16. Oversize & overweight transports

TT-Line transports vehicles up to 26 m in length, 2.55 m in width and 4 m in height with a total weight of up to 60 tons and an axle load of up to 12 tons. Vehicles exceeding one or more of these dimensions can only be transported upon written confirmation by TT-Line.

## 17. Customs clearance, exemption

(1) TT-Line is not authorized or obliged to declare any goods to the customs authorities (see Art. 139 et seq UCC). The presentation obligation is the sole responsibility of the shipper, who has to take care of it.

(2) TT-Line cannot be charged with opening / terminating customs transit procedures.

(3) The shipper exempts TT-Line internally from any claims of third parties (in particular the customs and tax authorities) in connection with customs clearance.

## 18. Shippers 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 Sub-Contractor with regard to the Cargo or in connection therewith which result in TT-Line and/or the Sub-Contractor 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 Sub-Contractor liable to a greater extent, the Shipper shall be obliged to indemnify TT-Line and/or the Sub-Contractor against any such further claims.

(2) The Shipper shall compensate TT-Line for damages and expenses caused by the inaccuracy or incompleteness of the required information regarding the Cargo, the failure to disclose the Cargo's dangerous nature, by insufficient packing or marking of the Cargo as well as by lack of, incompleteness or inaccuracy of the documents or information required for official handling in particular for the custom clearance of the Cargo prior to delivery.

## 19. Dangerous Goods

(1) When Dangerous Goods are to be carried the Shipper or the third party named by the Shipper delivering the Cargo shall, no later than 24 hours before departure and in Text Form, inform TT-Line of the precise nature of the danger and, if necessary, of any precautionary measures to be taken. The form necessary in order to register Dangerous Goods can be downloaded [on our homepage](#).

(2) If and so far as TT-Line, the captain or the ship's agent did not know of the nature of the danger when taking over the Cargo or at least had not been informed thereof, TT-Line is, without thereby becoming liable for damages, allowed at anytime and anywhere to discharge, destroy or otherwise render a Cargo harmless.

(3) 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 in order to avoid or eliminate an acute and definite danger for the vessel or Cargo caused by the Cargo which had not been caused by a fault on behalf of TT-Line.

(4) In case dangerous goods are not or only partially declared, transportation on booked departures is not guaranteed.

## 20. Inspections Due to Safety Regulations

Upon 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 Sub-Contractor is obliged to carry out such inspections under national or international safety regulations, particularly to comply with the ISPS-Code.

## 21. Exclusion of Set-Off

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

## 22. General Average

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

## 23. Both-to-Blame-Collision-Clause

The Both-to-Blame-Collision-Clause in the respective currently valid version published under [www.bimco.org](http://www.bimco.org) shall be applicable.

## 24. Applicability of Further Laws and Regulations

(1) Further obligations of the Shipper based on statute, regulations or convention remain unaffected.

(2) Further rights and exclusions or limitations of liability to the advantage of TT-Line in particular in accordance with the Convention on Limitation of Liability for Maritime Claims of 1976 in the version of the protocol of 1996 remain unaffected.

## 25. Precedence of the German Version

These terms and conditions of carriage are drawn up in the German, English, Polish and Swedish language. In the event of discrepancies, the German version shall prevail.

## 26. Jurisdiction/ Choice of Law

(1) The courts of Lübeck 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 parties.

(2) Interpretation and application of the contract of carriage shall be governed by German law.