



Polígono La Vega. C/ La Línea
de la Concepción nº3. 11380. Tarifa. Cádiz

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General Conditions FRS IBERIA, S.L.U.

RO-PAX / RO-RO Ship

1.-Definitions

"Customer": includes the shipper, the recipient, the sender, the consignee of the cargo, the holder of the Bill of lading, the owner of the goods and any other person entitled to possession of the goods or its reception, the agent or the representative of any of the above persons acting on their behalf in Spain and/or through their intermediary" including but not limited to logistics operators and carriers that may intervene in the future and multimodal transport.

"Shipping company": is understood as such company FÖRDE REEDEREI SEETOURISTIK IBERIA S.L.U, hereinafter FRS IBERIA, which transports by sea with its ships, either own, leased or chartered, under any regime.

"Ro-Ro Cargo": it is considered as such any cargo unit, whether self-propelled vehicles with two or more axles, tractor heads, trailers or semi-trailers, including but never limited to articulated vehicles.

"Goods": Ro-Ro Cargo self-propelled or not.

'Cargo units': Ro-Ro self-propelled or not.

"Transport of goods": includes the time elapsed since the loading of the goods on board the ship until its discharge from the ship.

"Driver": person in possession of the enabling title for the transport of goods by road. For these purposes it is assumed with respect to the person carrying the loading unit, as well as their companions.

2.Notification

Any reference in these conditions that need to be notified of the arrival of the cargo units, is exclusively for the shipping company information and failure to give such notice will not involve the shipping company in any responsibility nor will relieve the Customer of any of the obligations contained in this document, every time that the Customer must comply with his obligations without there being notified by the shipping company.

3. Liability of the shipping company between the port of loading and the port of discharge.

(a) In the transport that the shipping company perform in cabotage between Spanish ports, the accountability system will be the content of this document, the Spanish commercial code and complementary regulations applicable to that system, including but not limited to the provisions contained in the law 14/2014 July 24 of the Maritime Navigation, the same as for international transport , with Express application, where appropriate, of the Protocol signed in Brussels on 21 December 1979, on the application of the special drawing right.

In no event shall be liable the shipping company for loss or damage to cargo that occur before the loading, after the unloading, or in connection with goods loaded on deck and live animals.

(b) If the shipping company was liable in connection with delay, damages or consequential losses other than damage or loss to the goods, the liability of the shipping company shall be limited to the amount of freight transport covered by this Bill of Lading, or to the limitation amount determined under paragraph (a)



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whichever is lower.

(c) The overall responsibility of the shipping company or any of its employees, agents or independent contractors under this agreement, shall not exceed under any circumstances the limits of liability for total loss of the resulting cargo in accordance with paragraph (a) above or, if applicable, of the additional clause.

4. Legislation and applicable jurisdiction.

All disputes arising from or in connection with this agreement, whether its interpretation, validity, application or performance as well as any disagreement related to the same will be settled according to the Spanish law and will be subject to:

(i) an arbitration procedure, and for that purpose the Arbitration Court of the Chamber of Commerce, Industry and Navigation of Seville is designated, to which the organization of the arbitration and the appointment of a single arbitrator is assigned, in accordance with the regulation governing the actions of the Court itself and the corresponding arbitration procedure and in Spanish language. In any case, the parties expressly undertake to respect and comply with the ruling rendered by the corresponding arbitral tribunal. To these effects, it is considered also as a valid notification address between the parties, in any case, the one of the party, of those provided in the transport contract, which is recorded with a registered address in Spain, regardless of its intervention or nature of representation.

(ii) Alternatively, for the case in which the parties do not reach an agreement with respect to the previous, they shall be subject to the Courts and Tribunals of Spain and of the place where the shipping company has its principal place of business, i.e. the Courts of Algeciras. To these effects, it is considered also as a valid notification address between the parties, in any case, the one of the party, of those provided in the transport contract, which is recorded with a registered address in Spain, regardless of its intervention or nature of representation.

(iii) For cases of non-payment of freight by the Customer, the parties agree that they submit to the Spanish Courts, in particular, those within the demarcation of the place where the shipping company has its headquarters, i.e. the Courts of Algeciras to these effects, it is considered also as a valid notification address between the parties, in any case, the one of the party, of those provided in the transport contract, which is recorded with a registered address in Spain, regardless of its intervention or nature of representation.

The parties agree to expressly and unequivocally that this agreement and the resolution of disputes relating to it will be governed by Spanish law, and all other international agreements that may apply through it, for being the principal business place of the shipping company.

5. Field of transport.

The trip object of the contract will not be limited to the direct route because that means that it includes any measures, returns, stops, delays or suppression of ports or places for any purpose and reasonable cause, not limited to reasons of force majeure, related to the transport, including fuel supply or other operations related to the loading and maintenance of the ship and crew-related along with as many as necessary to ensure the security of the vessel and the crew.

6. Replacement of the vessel.

The shipping company will be free to transport to the port of discharge either by the designated vessel, or by another vessel or vessels owned or others under its management in any form thereof, or by other means of transport, with direct or indirect destination to that port.

7. Transshipment.



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The shipping company may transship the cargo units, place the Ro-Ro cargo ashore and store it, ashore or on board another vessel, and re-embark it and send it to the port of discharge.

8. Liability for previous and subsequent phases to the shipment.

In the event that the shipping company arrange for the previous phase to the cargo maritime transport from a place other than the berthing area of the ship in the port of loading or from the cargo discharge to a place different from the area of the discharge port of the vessel, the shipping company will contract as an agent only and shall not be liable for any loss damage or demerit that occurs in the commodity or its content during any part of the transport that is not between the port of load and the port of discharge, or destination in the event of causes of force majeure or others that for the ship safety reasons lead to the discharge in different port other than the one agreed, even when freight full transportation, including different phases, has been established by the shipping company, being in any case their liability limited to the provisions contained in these general terms and conditions concerning maritime transport.

9. Loading and unloading.

(a) both the load as the download of the units of charge, full or empty, will be organised by the shipping company or its agent.

(b) loading units must be put at disposal for stowage with a minimum of forty minutes (40') prior to the scheduled time of departure of the vessel.

When the charging port is the port of Tanger Med, loading units must be made available for the start of loading operations with a minimum of forty minutes prior to the time provided for the departure of the vessel (40') in the mooring of the aforementioned port area, and in any case, in the area of scanner that has the aforementioned port of Tanger Med.

(c) the dealer will pay and he will take care of the cargo, at their own risk, before loading and after discharge in the vessel being the responsibility in any case shopkeeper correct stowage of the goods within the loading units unless it fits responsibility of the shipping company by an incorrect stowage, lashing or provision of the goods on Board of cargo units. Such effects, the merchant known the risks of maritime transport.

(d) the loading and unloading will begin without prior notice, by what not making available to the unit of charge in conditions above is considered as a breach of the contract, and will lead to the resolution of the contract of carriage, in relation to this game not making available, without that derived any responsibility for the shipping company or the right to a refund of the freight amount is fond of compensation for damage and damages to be free that space of the total vessel capacity. Therefore, if the dealer not put loading available when the ship is ready to load or not load event they made as fast as the ship can make it, the ship will leave port without notice or any news and the Merchant shall be liable against the shipping company by false cargo, costs of overtime, losses, costs and expenses incurred by the aforementioned breach.

(f) the Merchant shall be responsible for the charging unit as fast as the ship can download. If when the time comes, the merchant not takeover the goods, means that the shipping company has complied the contract of existing transport between the two sides as soon as you complete the discharge of cargo covered by the present contract unit transport. In the event that the dealer should remove the cargo on board and did not, will be Faculty of the shipping company proceeding with the download. In this case, the shipping company charged to merchant all costs incurred. If the goods were not removed within a reasonable period, the shipping company may legally request deposit of the same. If the dealer not



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takeover is merchandise as fast as the ship can download, merchant will be responsible for against the shipping company of any cost of overtime, losses, costs and expenses incurred by the shipping company, including the judicial and the destruction of the goods, in his case.

10. Freight, prices, costs, expenses, duties, taxes and fines.

(a) the freight has been paid or not, it shall be deemed fully earned the charge and will not be returned in any case. In addition, and as not determined otherwise, freight and all items under this contract will be paid by the merchant to the shipping company at the first request of this and in any case, within 30 days of the date of the issued invoice, by Bank SEPA B2B direct debit. In the event that the merchant does not pay the amount due within the period agreed between the parties or at the first request, as appropriate, you will be charged from the thirty day (30) from the date of invoice interest on arrears equal to the interest of money plus two (2) points, daily, applicable to the rest of the costs of the shipping company in any case.

The price of freight will be forwarded to the merchant whose tender will be maintained until the confirmation or rejection, in the same email sent by the shipping.

For the purposes mentioned above, shall be deemed jointly and severally bound to pay the merchant, agent and ultimately any actors and operators identified by the shipping deals and in the contract that is supported through the present document that they had registered in Spain or in EEA territory.

(b) Once loaded and started the transportation of the goods, the merchant can't download the charging unit in place other than the port of discharge within the route of the ship.

(c) the Merchant shall be liable for all costs and expenses of any extra handling of loading units subject to this agreement.

(d) the Merchant shall be liable for any debts, duties, taxes and charges that under any denomination may be rotated, including those relating to freight.

(e) the Merchant shall be liable for all fines, penalties, costs, expenses and losses that the shipping company, the ship or cargo may incur as a result of non-compliance for its part of the customs regulations or import or export.

(f) in the case of incorrect Declaration of content, weight, measures, or value of the goods, the shipping company is entitled to claim double the amount of freight that would have been due if the statement had been made correctly. For purposes of checking real data, the shipping company has the right to obtain the merchant how much documentation is needed and who accompanies transport and verified by the relevant checks loading and its contents, weight, measure or value. In any case, the merchant will be responsible for all the consequences arising from this fact.

(g) corresponds to the merchant deliver the necessary documentation for the transport of the goods.

(H) the merchant is obliged to dispatch the goods with due diligence, and indemnify shipping delays that occur as a result of the delay in the performance of customs formalities. It will also their sole responsibility damage and faults occurring on the goods as a result of such delay.

(i) driver may not remain in the cellar, much less in the cabins of load, use of instruments or flammable material handling units, and must scrupulously observe the safety rules and follow with particular attention the orders and instructions by the crew of the ship and the ground staff, being responsible for civilian merchant acts of non-observance of the above standards anyway , orders and instructions

11. The loading tank..

Pursuant to the stipulated in article 228 of the Act 14/2014 July 24, maritime navigation and consistent standards, the shipping company has the right to request the judicial deposit of loading for the reparation



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of any amount due under this contract and costs inherent to such deposit and apply for the judicial sale of the goods to satisfy such claims.

12. General average and salvage.

Thick fault shall be governed, declare and liquidated in accordance with the rules of York and Antwerp in 1974, amended in 1994, or by their reviews or changes later, in force in Spain, in relation to all shipments, are charged under or on deck. In case of accident, danger, damage or disaster before or after the beginning of the resulting journey of the cause either, due to negligence or not, by which the consequences which the shipping company is not responsible in accordance with the law, contract or by any other means, the dealer will help with shipping in the thick fault payment of any sacrifice, losses or expenses of such a nature that they cannot be made or incurred, and shall pay salvage and special expenses incurred in connection with the loading. If a ship salvador it is owned or operated by the shipping company, be paid rescue as if the ship was owned by strangers.

Use of the faculty which is granted by the art.352 and consistent enforcement of maritime navigation, is agreed to the qualification, liquidation and distribution of faults that may occur to the vessel and/or loading during the trip shall be private and extrajudicially in Algeciras, whatever ports of embarkation and destination of the shipment, giving stakeholders the option concerning the intervention of the judicial authority referred to in articles 506 511 of the Law of maritime navigation, in accordance with Article 353 and paying now their conformity to practiced by the liquidator freely designated by the shipping company.

Guarantee of the effectiveness of the contribution to general average, the dealer be deposited with the shipping company the amount deemed by the liquidator can apply in the liquidation of the fault. The dealer can not do transmission or neglect of their rights to the load, but that they are obliged to collect the saved as soon as it is made available, as well as to comply with all the proceedings and formalities required in this kind of accident to pay once the part corresponding expenses of salvage or contribution to general average. Load not promptly collected by the merchant will be recognized by experts and stored at your own risk.

Protests by sea formulated by breakdown to the consuls of Spain abroad shall treat the captain (or representative of the shipping company) of all the formalities prescribed by the foreign legislation.

13. Clause both guilty of boarding.

If the ship had a collision with another vessel as a result of negligence of the other vessel and any act, neglect or default of the captain, sailor, pilot or servers from the shipping company in the navigation or in the management of the ship, the Merchant shall indemnify the company against any loss or liability to the other or not ship carrier or their owners where such loss or liability represents loss of, or damage to, or any claim of their owners or the owners of such goods, paid or payable by another or by the carrier not to the owners of such goods and to recover or recapture by the other or by the vessel no carrier or their owners as part of its claim against the vessel carrier or carrier. The above will also apply when the vessel owners, operators or those who are in charge of any ship or ships or different goods, or in addition to, covered vessels or objects are at fault in respect of a collision or contact.

14. Orders of Government, war, epidemics, strikes, etc.

(a) the captain and the shipping company will have freedom to meet any orders, instructions or recommendations in connection with the carriage subject to this agreement given by any Government or authority or competent authority acting on behalf of such Government or authority or administration, or



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under the terms of the contract of insurance of the vessel having the right to give such orders instructions or recommendations.

(b) if it happened that transport compliance when exposed to the vessel any cargo on Board at risk of detention, damage, or delay, as a result of war, warlike operations, blockade, riots, civil commotions or piracy, popular uprisings or to risk of loss of life or freedom to anyone on board, or if any of these risks increase the captain can download loading at the port of loading or in any other port safe and accessible.

(c) if epidemics, quarantine, weather, extraordinary circumstances, labour disputes, strikes, Esso occurred (on board or outside the ship), both charging port as the discharge, difficulty in loading or unloading, preventing the ship out of the loading port or reach or entering the port of discharge or download on it in the usual way or out of the safely and without unreasonable delay, the captain can download loading at the port of loading or any other safe and accessible.

(d) when the circumstances referred to in the present general condition, means that the shipping company has fulfilled conditions of carriage that join you the merchant after discharge.

(e) if in connection with the exercise of any right under this clause will incur any extra expenses, the same will be paid by the merchant in addition to freight, together with the return freight, in his case, and with a reasonable compensation for any outstanding service rendered to the loading.

15. Defences and limits of liability for the shipping company, its managers and agents.

(a) it should be expressly that any officer or agent of the shipping company (which for the purposes of this clause includes any independent contractor employed occasionally by the shipping) will be liable under any circumstances against the merchant under this agreement of transport for any loss, damage or delay of any kind that occurs or is directly or indirectly from any act neglect or failure on his part acting during, or in respect of their employment.

(b) without prejudice to the generality of the warnings contained in this clause, any disclaimer, limitation, condition and freedom contained therein and all right, defense and immunity of any kind applicable to the shipping company or of which the shipping company is holder, it shall also apply and will be extended to protect each of these managers and agents from the shipping company acting in the exercise of their functions.

(c) the merchant undertakes to make no claim against any employee or agent of the shipping company and, if however, is make any complaints, to indemnify the company against all consequences.

(d) for the purposes of the forecasts that above of this clause, the shipping company is or be considered as agent or administrator acting on behalf or for the benefit of all persons who may occasionally be employees or agents and these persons will be considered parts of the present contract of carriage.

16. Loading charging units.

1. The dealer knows the risks of maritime transport. The shipping company will not be liable for any loss or damage to your content and the merchant will cover any loss or expense incurred by the shipping company, if such loss, damage or expense is caused by:

- (i) loading, filling or negligent stowage of the contents of the unit of charge.;
- (ii) the contents are inappropriate to be transported on the loading unit concerned.;
- (iii) the unsuitability or defective condition of the trailer or semi-trailer.

2. the shipping company will not accept responsibility for damages due to unsuitability or defective condition of refrigerating equipment or trailers supplied by the merchant, or those which would have been avoided if the merchant had endowed with adequate human or technical resources.



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17. Transport of dangerous goods.

1. They may not embark dangerous goods without a prior declaration of their nature to the shipping company, and without the consent of this for their transport, and must in any case be marked and labelled by the charger in accordance with the regulations for each class of these goods.
2. If the charterer appeared dangerous goods in violation of the provisions of the preceding paragraph, it shall be liable before the shipping company and other chargers and/or traders from all the harm and damage caused; In addition, such goods may at any time be landed, destroyed or transformed into harmless as necessitated by the circumstances, without right to compensation.
3. even in the case of properly declared shipment of dangerous goods, they may be unloaded, destroyed or transformed into harmless if they constitute a real danger to people or things, without right to compensation, unless the shipping company is responsible for the situation of danger in accordance with the provisions in the law of maritime navigation , or where appropriate its fertilizer in general average.

18. Other standards not contained in these terms and conditions.

In not specifically mentioned, this agreement will be governed by the rules of the law 14/2014 July 24, maritime navigation, the commercial code, and how much regulation complementary and integrative of the Spanish legal system, which applies. as well as for the prevention of international conventions applicable to the materials specific concerned that they may be applicable, and that Spain is a party.

19. Acceptance of these general conditions by the merchant.

The dealer States meet and conform entirely of the conditions referred to in these general conditions, which are available at the headquarters of the shipping company and its website, even if they are not printed or stamped on the knowledge of shipping issued.

20. The client undertakes to indemnify and hold the company FRS harmless against any liability, loss, damage or expense arising as a result of the actions of the Captain and/or any member of the crew regarding the connection and/or disconnection of the refrigerated trailer to the vessel's electrical system.