
STENA LINE SHIPPING LOGISTICS CONDITIONS OF CARRIAGE

Notwithstanding anything provided for in Stena Lines conditions of carriage: If it can be proved where the loss or damage occurred, the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provision contained in any international convention, including but not limited to the CIM- or CMR- conventions, or national law which provisions:

- 1) cannot be departed from by private contract to the detriment of the claimant and,
- 2) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a waybill or any particular document which must be issued if such international convention or national law shall apply.

In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea the liability of the Carrier shall be determined by the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDR's signed at Brussels on 21 December 1979 from the time the Goods are received at the sea terminal in the port of loading to the time the Goods are delivered or dispatched from the sea terminal in the port of discharge. The aforesaid shall also determine the liability of the Carrier in respect of coastwise carriage and/or carriage by inland waterways as if such carriage was carriage by sea.

In so far as Stena Line acts as a freight forwarder and the above sections, due to the nature of the services provided, are not applicable, the General Conditions of The Nordic Association of Freight Forwarders (NSAB 2000) shall be deemed incorporated to every agreement entered into with the Merchant.