

General Shipping Terms and Conditions for Seafreight

Definitions:

“Carrier” = Owner of the Vessel and /or Freight carrier and/ or forwarding agent and /or Carrier’s agents

“Mitsubishi Power” = Mitsubishi Power Europe GmbH

“Master” = Captain

01 Introduction

These General Shipping Terms and Conditions for Seafreight (hereinafter referred to as “Terms and Conditions”) are compulsory and applicable for any Seafreight Bookings of MITSUBISHI POWER.

02 Overruling

These Terms and Conditions (Clause 1 through to Clause 25) are to form part of and be fully incorporated in the booking note for this transportation.

The Terms and Conditions shall always supersede owner’s booking note and bill of lading terms, where contradictory.

03 Safeguarding clause

If individual clauses of the Terms and Conditions are invalid, the validity of the remaining clauses shall not be affected.

04 Loading /discharging Survey

The scope of work for nominated surveyors (to be paid by the ordering party) shall include, but not be limited to:

- Visual inspection of the goods, incl. packaging and marking.
- quality control as well as statics of all packages wherever possible at date of survey.
- Verification of actual quantity, sizes and weights.
- Supervision of loading /discharging at any time with free access to all necessary piers, vessel’s cargo compartments, etc.
- Verification and evaluation of lashing, securing and dunnaging of all packages for sea transport.
- Taking photos of the cargo and lashing/securing arrangements after completion of loading, lashing and securing.

The respective surveyor shall provide to MITSUBISHI POWER the full and complete survey report within 48 hours after completion of each survey.

05 Vessel's Lay/Can and Nomination

- The lay/can spread shall be narrowed by the carrier from origin scope down to 5 working days latest 20 calendar days before first layday.
- The Carrier shall nominate the definite vessel latest 10 working days prior first layday.
- Substitute vessel shall only be accepted if all vessel's characteristics remain the same as per original vessel nomination.
- The following items shall imperatively be part of Carrier's vessel nomination:

former name, flag, age, class, GRT, NRT, DWAT, cubic feet bale, draft, gear, location of engine/bridge and cranes, number of decks, number of holds/hatches and their dimensions, tank top strength, length over all, beam, call sign, IMO number, P&I Club, full style/address of original Owners if different from the Owners under this contract.

06 Vessel's Suitability

The Carrier shall be responsible to make sure, that the vessel performing thus shipment is in every way suitable to receive, load, stow, carry and discharge the cargo under the conditions of the contract.

07 Vessel's Notice of Readiness – Acceptance of the Vessel

The notice of readiness from the Carrier for the inserted vessel shall only be acceptable, after it arrived at Carrier's berth, fully accessible, custom cleared, with dry, free and clean holds and without any obstacles and in every respect ready to fulfill MITSUBISHI POWER's requirements under the contract.

08 Demurrage/ Detention

- No demurrage. No despatch. Detention only to apply due to lack of cargo and/or cargo documents. Detention rate as per vessel nomination.
- Outstanding accounts in connection with late collections or deliveries of containers at the container-terminal in the port of loading and / or port of discharge shall be borne by the generating party. Appropriate evidence shall be provided by the Carrier.

09 Cargo details / Cargo remarks

- The vessel shall be responsible for the number of packages or pieces, whatever case may be loaded and Bills of Lading to be signed accordingly.
- Remarks on cargo condition, if any, intended to be inserted onto Mates Receipt shall be provided by the Carrier to MITSUBISHI POWER prior insertion. The Carrier shall clearly define remark(s) and state the number of packages including their package identification number per remark. Wordings such as e.g. "some straps broken", "all cargo with gear marks" are not acceptable. After confirmation by MITSUBISHI POWER, remarks about cargo condition shall be mentioned on Mates Receipt and pre-advised by the Carrier to MITSUBISHI POWER before issuing Bills of Lading. In case MITSUBISHI POWER's commercial contracts do not permit to insert the remarks into the Bills of lading, MITSUBISHI POWER has the option to issue a Letter of Indemnity (in Carriers wording – signed by MITSUBISHI POWER only) for issuing Bills of Lading without remarks or with different phrasing of the remarks as per MITSUBISHI POWER's requirements.

10 Transshipment

- Transshipment of this cargo is strictly prohibited (exception: shipment in containers).

11 Bills of Lading

- Carrier's Bills of Lading shall be issued in strict conformity with MITSUBISHI POWER's instructions.
- Type of Bill of Lading as per MITSUBISHI POWER's requirements must be signed according to ICC UCP (Uniform Customs and Practice for Documentary Credits, latest edition).
- The Carrier shall send a draft- Bill of Lading in electronic format by E-Mail to MITSUBISHI POWER's corresponding contact, alternatively to tpm@eu.mhps.com for verification at least 2 working days before the date of Bill of lading.
- The Carrier shall, only after written confirmation of the draft- Bill of Lading by MITSUBISHI POWER, send by courier service the number of original Bill of Lading and all other relevant originals and copies of all shipping documents agreed under this contract as per MITSUBISHI POWER's requirements to the address(es) defined by MITSUBISHI POWER not later than 3 days after Bill of Lading date. The corresponding Tracking Number(s) shall be given to MITSUBISHI POWER by the Carrier at the date of shipment of the said documents.

12 Vessel's Classification and age

- Vessel shall be fully insured, P&I (Protection and Indemnity) covered and ITF(International Transport Workers Federation) certified and not older than 20 years.
- Vessel shall be classed "highest class" by a classification society approved under: <http://www.iacs.org.uk/explained/members.aspx>

13 Applicable Law

- Each Seafreight Contract shall be governed under the German Maritime Law codified in the German Commercial Code (HGB).

14 Loading and Stowage on Vessel

- All cargo booked under this contract shall be loaded.
- All cargo under this contract shall be stowed under deck.
- Seaworthy packed cases shall be stackable as per HPE standard (German Federal Association for Wooden Packaging, Pallets, Export Packaging)
- Master of the vessel shall be and remains responsible for proper stowage.
- In case shipment is booked as part cargo, Carrier has to keep cargo under this contract separately from any other cargo at Carrier's risk and expense. Completion cargo not to hinder cargo under this contract from loading/discharging. Carrier shall be responsible for any damage/contamination of cargo under this contract by any other cargo.

15 Delays due to weather conditions

Delays caused by rain /snow/ hail and/or any other weather caused impact shall be borne by the Carrier.

16 Overtime

All overtime, if any, shall be for the account of the party ordering same. Vessel's and crew's overtime always to be for Carriers account.

17 Taxes and Dues

Only taxes/dues on cargo, if any, shall be for MITSUBISHI POWER account.

18 Stevedores

Stevedores shall be considered Carrier's servants and shall load, stow, lash, secure, dunnage and discharge the cargo in accordance with Master's instruction, direction, supervision and under his responsibility. Shippers/ MITSUBISHI POWER /receivers shall not be responsible for any negligence, default or error in judgement of stevedores employed.

19 Vessel's Cargo Gear

Vessel's cargo gear, winches and all other equipment shall be in good working order and to comply with regulations and/or requirements in effect at port(s) of call and canals and countries in which the vessel will be employed and to be fully classified. Vessel shall at all times be in possession of all required, valid and up-to-date certificates.

Any waiting expenses/standby charges MITSUBISHI POWER may incur due to breakdown of vessel's gear, shall be paid by the Carrier.

20 Non availability of Original Bills of Lading

In case original Bills of Lading are not available on vessel's arrival at discharging port, then Carrier to discharge the cargo into customs/agents custody without presentation of the original bills of lading. If the non availability of original Bills of Lading is Carrier's responsibility, any costs arising whatsoever shall be borne by the Carrier.

If the non availability of original Bills of Lading is not in the responsibility of the Carrier, any costs arising whatsoever shall be charged by the Carrier /his agents/ his representatives/ his servants to the receiving party as per MITSUBISHI POWER's instruction.

If requested by MITSUBISHI POWER, Carrier shall deliver the cargo to receivers against Letter of Indemnity (Standard P & I club wording) clearly identifying receivers of the cargo signed by MITSUBISHI POWER only or, in MITSUBISHI POWER's option, against a bank guarantee from receivers as per standard practise in the discharging port.

21 Deviation en route

Any deviation from Carrier's schedule, General Average excluded, shall only be acceptable by MITSUBISHI POWER in such case, that transit time from port of loading to port of discharge agreed as per contract remains reasonable and fulfilment of the contract is effected by the Carrier without deviation and/or undue delay.

22 Confidentiality

Terms and conditions of each freight contract between MITSUBISHI POWER and the Carrier shall be strictly confidential and are not to be disclosed to any third party.

23 Tally

Tally shall be for account of the party ordering same. Compulsory tally, if any, shall be considered as part of the ordinary port disbursements and thus to be for Carrier's account.

24 Additional Conditions

In case MITSUBISHI POWER booked the seafreight under this contract on Charter Party (FIOS) basis, the Terms and Conditions shall also be applicable. In addition, a final recap covering main terms agreed between MITSUBISHI POWER and Carrier and a charter party contract as per MITSUBISHI POWER 's proforma charter party shall be drawn up between MITSUBISHI POWER and Carrier.