

# CONDITIONS OF TERMINAL SERVICES AND CARRIAGE OF GOODS AT SEA (TICKET)

(MAIN TERMS-FULL TERMS AVAILABLE AT WEBSITE [www.ulusoyselines.com](http://www.ulusoyselines.com))

## 1-SUBJECT

This Schedule sets forth the rates, regulations and practices, and contractual terms and conditions, which shall apply whenever a ticket has been issued, and/or the customer receives any access to and/or use of a terminal facility and/or terminal service of Operator whatsoever, including any providing of access to and/or use of any personnel, materials, supplies, tools, equipment, personal real property at and/or associated with a terminal facility. This Schedule shall be governed by the laws of Turkey. For any dispute arising out of or in any way relating to this Schedule, Commercial Courts of Istanbul have exclusive jurisdiction.

**2-DEFINITIONS** See website

**3-RATES, CHARGES, INVOICING, PAYMENT and OPERATOR'S LIEN RIGHTS:** See website

**4-LIBERTIES AND PERFORMANCE:** (1) Operator shall perform services hereunder with due diligence but does not guaranty any particular speed or starting or completion dates or times. Operator shall have liberty with respect to selection of equipment, procedures and methods utilized for its performance, except to the extent such matters have been specifically agreed otherwise. Operator reserves the right to control and perform all weighing, loading, handling and discharging of goods at the terminal facility, but shall not be obligated to receive, handle or deliver goods unless and until all proper documentation has been presented. Operator may, at its option and without notice, refuse, reject, move within and/or remove from the terminal facility any goods, trucks or flatbeds, which it believes may present a risk to persons or property, at Operator's sole discretion and Customer's sole risk and expense. (2) SUBCONTRACTING: See website. (3) EXCEPTIONS FROM PERFORMANCE - FORCE MAJEUR: Operator shall not be responsible for any delay or failure to perform resulting from any cause which is beyond Operator's control and/or which arises without the actual fault and privity of Operator, including without limitation any delay and/or failure to perform caused by any one or more of the following: act of God, weather conditions, fire, war, act of public enemies, terrorism, arrest, decisions of rulers or people, seizure under legal process, quarantine, act or omission of Customer or its agent or representative, strike, locout, stoppage or restraint of labor from whatever cause and whether partial or general, riot or other civil commotion, latent defect, insufficiency or inadequacy of markings applicable to the goods, and/or terminal congestion. (4) OPERATORS AS INDEPENDENT CONTRACTOR: See website

**5-CUSTOMER'S DESCRIPTION AND TENDER OF GOODS:** See website

**6-BILLS OF LADING :** See website

**7-MOTOR VEHICLE RULES:** (1) Unless otherwise agreed by Operator in writing, if the goods include one or more motor vehicle(s), a single motor vehicle shall be deemed a single "package". Operator may require additional shoring lashing to handle such goods, at its discretion, in which event additional charges may apply if not otherwise identified on Operator's written quotation. (2) Any truck/motor vehicle having business at the terminal facility, including its owner, operator and driver, shall be considered a Customer requesting and/or receiving access to and/or use of the facility subject to the provisions of this Schedule, including without limitation the security provisions. (3) Loss/Damage to Equipment and Property: Customer shall be responsible for, and shall indemnify and hold Operator harmless (including legal fees and costs) from and against, all loss/damage to Customer's/Operator's/Third parties equipment and property, including all of its materials, supplies, tools, equipment, trucks, motor vehicles, trailers, chassis, flatbeds, and other equipment and/or property, howsoever caused and even if resulting in whole or part from the negligence or other fault of Operator. (4) Loading/Unloading : Customer shall be responsible for assuring that all trucks/motor vehicles, and chassis, trailers etc, are fit and suited for safe loading and unloading, and that the goods are situated such that loading/unloading can be performed continuously and without interruption. Unless otherwise agreed by Operator in advance and in writing, all loading/ unloading shall be performed by Operator with the assistance and under the supervision of the driver/motor carrier. If the driver/motor carrier does not so assist and supervise, additional charges may be incurred.

**8-LOSS/DAMAGE TO GOODS:** (1) Turkish Law is incorporated into this Schedule and shall be applicable at all times the goods are, or are deemed, in the care, custody and/or control of Operator. The Operator will have also the benefit of the defences and limitations available to the carrier under Hague Rules and/or Hague-Visby Rules where applicable, unless inconsistent with any other provision in these conditions. Operator shall not be liable for any loss/damage to or in connection with the goods in an amount exceeding SDR 2 per kilo or SDR 667 per package, whichever is higher, in the event of goods not in such packages per customary freight unit, unless a higher value for the goods has been declared in writing to Operator prior to the commencement of any terminal services whatsoever and Customer has paid increased rates/charges resulting from such declaration of higher value. SDR will be calculated on daily TCMB rates. Operator shall not be responsible in any event for any loss/damage to or in connection with the other respecting the goods except as set forth in this section, whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in port, contract or other theory. (2) NO CONSEQUENTIAL DAMAGES: See website (3) CLAIM DOCUMENTATION : See website

(4) PERSONAL INJURY/DEATH: See website.

**9-DUTY TO ACCEPT GOODS:** See website

**10-OPTIONAL STOWAGE AND DECK CARGO:** a) The goods may be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation. b) Goods whether or not packed in containers, may be carried on deck or under deck without notice to the Merchant and without need of a specific notation on the front of this Bill of Lading and all goods, whether carried on deck or under deck shall participate in General Average and shall be deemed to be within the definition of goods for the purposes of Hague Rules as specified in article 1 of bill of lading and shall be carried subject to those Rules, whenever applicable c) Notwithstanding sub clause b) above in the case of goods which are stated on the face hereof as being carried on deck, and which are so carried, the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever and whatsoever arising.

**11-ASSUMPTION OF RISK AND INDEMNITY:** See website