

## **CONTRACT OF CARRIAGE**

This Contract of Carriage (the "Contract") shall be governed by and subject to the laws of Canada.

The purchaser of this Contract of carriage accepts for himself or herself and on behalf of any other person or child traveling under this ticket, including the owner of any vehicle carried hereunder, as well as the heirs and representatives of any person aforementioned, the terms and conditions herein and the terms and conditions contained in the Carrier's tariff (available for inspection on request).

1. In this Contract, "Passenger" includes all persons traveling under this Contract and their heirs and representatives; "Carrier" includes the owner, operator, or charterer of the ship and their respective employees successors and assigns.
2. The Passenger assumes all risk of personal injury, or death or loss or damage to vehicle, or property caused by or attributable to perils of the sea, dangers of navigation, want of care of the management of the Vessel, Act of God or public enemies, fire, inherent or latent defects and any other cause which arose without the actual fault or negligence of the Carrier.
3. Carrier shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in this Contract is intended to operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, Carrier claims benefit of all restrictions, exemptions and limitations of the Athens Convention as so defined and incorporated within the laws of Canada. The liability of the Carrier shall be subject to a deductible of 300 Special Drawing Rights in the case of damage to a vehicle and 135 Special Drawing Rights per passenger in the case of loss or damage to other property for which the Carrier is found to be at fault. Liability of Carrier may be increased if owner or operator of vehicle declares additional value and pays a charge thereon in accordance with Carrier's tariff. If vehicle carried under this Contract of carriage is a tractor-trailer or other multiple unit vehicle, such vehicle, including contents, shall constitute a single vehicle for the purpose of limitation of liability of the Carrier.

4. Doctors, nurses, and medical treatment (other than basic first aid) are not available on board. Any passenger travelling with a medical condition, whether or not such condition is brought to the attention of the Carrier, does so at their own risk and peril. The Carrier makes no warranties express or otherwise as to the availability of required dietary foods or medication, or of the availability of medical personnel.
5. Carriage of vehicle pursuant to this Contract shall not be construed as delivery of vehicle to Carrier. Owner or operator shall be deemed to be in control of vehicle at all times and shall be fully responsible for operating and parking vehicle on the Carrier's premises and on the vessel. The Carrier shall not be liable for loss or damage to vehicle while it is being operated by owner or operator on the Carrier's premises or on the vessel. The Carrier shall not be responsible for loss or damage to any articles in vehicle howsoever caused.
6. Carrier agrees to carry vehicle to port of destination as soon as it is reasonably able to do so, however, Carrier reserves the right in its sole discretion to substitute one ship for another, to deviate from or to cancel a scheduled sailing without notice and to refuse to load vehicle on ship if in the opinion of the Ship's Master such loading would constitute a danger to life or to property. Carrier assumes no liability whatsoever with respect to delay which results from any of the foregoing events.
7. Carrier shall not be liable for damage to vehicle or property unless owner or operator reports damage to Carrier before vehicle or property is removed from Carrier's premises and Carrier is given a reasonable opportunity to inspect damage. Carrier shall be discharged from all liability for personal injuries or for loss, damage or delay arising out of this Contract unless an action for damages is commenced within two years from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.
8. The Carrier does not undertake to make connections with other ships or transportation services and passengers shall be at their own expense for board, lodging or otherwise while waiting connections.
9. It is agreed by and between the Passenger and Carrier that all disputes shall be litigated in and before a court of the Federal Court of Canada located in either the Province of Newfoundland or Nova Scotia to the exclusion of the

courts of any other country, province or territory. The Passenger hereby waives any venue or other objection to any such action being brought in any other court except as aforesaid.

- 10 The Carrier shall not be liable for loss or damage to vehicle or property remaining in the possession, custody or control of the Passenger.

**CONDITIONS BILL OF LADING/CONTRACT OF CARRIAGE**  
**(REVERSE SIDE OF BILL OF LADING/CONTRACT OF CARRIAGE)**

1. Clause Paramount: This Bill of Lading/Contract of Carriage (the Contract") shall be governed by and subject to the laws of Canada and as applicable the Hague-Visby Rules ( the Hague-Visby Rules") as so defined and incorporated therein.
  
2. Definitions: "Goods" mean the vehicle, unit, container, or any other item described in the Contract and shall include the contents thereof. "Carrier" includes the operator, charterer or owner of the ship; "Consignee" means the person to whom the goods are to be delivered at destination and includes the owner thereof and if applicable the Consignee may be the same person as the Shipper herein; "Shipper" means the person who ships the goods and includes the owner thereof and if applicable, the shipper may be the same person as the Consignee herein; "Passenger" includes all persons traveling under this Contract and their heirs and representatives.
  
3. Tariffs: This Contract shall be subject to all terms, conditions and charges specified in the applicable tariff of the Carrier. (Note: Tariff available for inspection upon request).
  
4. Passengers: The purchaser of this Contract accepts for himself or herself and on behalf of any other person or child traveling under this ticket, including the owner of any vehicle carried hereunder, as well as the heirs and representatives of any person aforementioned, the terms and conditions herein and the terms and conditions contained in the Carrier's tariff. Passenger assumes all risk of personal injury, or death caused by or attributable to perils of the sea, dangers of navigation, want of care of the management of the Vessel, Act of God or public enemies, fire, inherent or latent defects and any other cause which arose without the actual fault or negligence of the Carrier. Carrier shall have the full benefit of any applicable laws providing for limitation and exoneration from liability, and nothing in this Contract is intended to operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability. Without limiting the foregoing, Carrier claims benefit of all applicable restrictions, exemptions and limitations of the

Athens Convention as so defined and incorporated within the laws of Canada. Carrier shall not be liable for loss or damage to items remaining in the possession, custody or control of the Passenger. Carrier shall be discharged from all liability for personal injuries arising out of this Contract unless an action for damages is commenced within two years from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

5. **Limitation of Liability:** Limitation of liability of Carrier shall be applicable from the making of this Contract until the goods are delivered to consignee at destination. Liability of Carrier for loss, damage or delay to goods or contents thereof shall not exceed those limits contained in the Hague-Visby Rules, notwithstanding that such loss, damage or delay may be caused or contributed to by the negligence of Carrier, its servants or agents. For the purpose of the limitation of liability contained in paragraph 5 of Article IV of the Hague-Visby Rules, it is expressly agreed between the Shipper and the Carrier that the goods and contents thereof shall constitute one single "unit" within the meaning of such limitation of liability. Carrier shall not be liable for loss or damage to goods caused by Shipper or Consignee, or their respective agents, while such persons are handling the goods on ship or on Carrier's premises. Carrier shall not be liable for loss, damage or delay to goods or contents thereof, caused by or attributable to Act of God, Queen's or public enemies, authority of law, quarantine, riot, strikes whether partial or general, perils of the sea or navigation of the ship, act or default of Shipper or Consignee, fire or inherent defect in goods or any conditions beyond the control of Carrier. It is expressly agreed between the Shipper and Carrier that the carrier shall, in all cases, be entitled to all the rights and immunities, including limitation of liability contained in the Hague-Visby Rules.
6. **Discretion of Carrier:** Carrier agrees to carry goods to port of destination as soon as it is reasonably able to do so. Carrier reserves the right in its sole discretion to substitute one ship for another, to deviate from or to cancel a scheduled sailing without notice and to refuse to load goods on ship if in the opinion of the Ship's Master such loading would constitute a danger to life or to property. Carrier assumes no liability whatsoever with respect to delay which results from any of the foregoing events.
7. **Storage following Carriage:** If goods are stored on Carrier's premises following unloading from ship, liability of Carrier for loss or damage to goods or contents, shall be that of warehouseman only and liability of Carrier shall not exceed \$500 per package or unit except where an additional charge has been paid on declared value. Carrier may charge Shipper or Consignee for storage

of goods in accordance with its tariff, but such charge for storage shall not increase liability of Carrier.

8. Refrigeration or Heating Equipment: Carrier shall not be responsible for operating or maintaining refrigeration or heating equipment of goods while on ship or on Carrier's premises. Carrier shall not be liable for any loss or damage to goods, or contents, resulting from failure or malfunction of heating or refrigeration equipment related to the goods.
9. Livestock: Carrier shall not be liable for any accident, injury, illness, death, loss or damage to livestock arising at any time whether caused by unseaworthiness or negligence or any other cause whatsoever.
10. Indemnity re Contents of Goods: Shipper shall be solely responsible for and shall indemnify and save Carrier harmless against all claims, demands or suits by whomsoever made or brought, relating to loss, damage or delay to contents of goods, or to personal injury, loss or damage caused by or attributable to contents of goods, including loss or damage caused to ship or other property of Carrier, Shipper or Consignee shall reimburse Carrier for all expense incurred by Carrier in repair, defect or mechanical failure of goods, or to defect of Shipper in securing contents in or upon goods. Carrier reserves the right to receive payment of security for payment of such expense before delivery of goods at destination.
11. Damage to be Reported - Time Limit for Suit: Carrier shall not be liable for damage to goods unless Shipper or Consignee reports damage to Carrier before goods are removed from the Carrier's premises and Carrier is given a reasonable opportunity to inspect damage. Carrier shall be discharged from all liability for loss, damage or delay arising out of this contract of carriage unless Shipper or Consignee commences legal suit against Carrier within one year after delivery of goods or within one year after date when goods should have been delivered under this Bill of Lading/Contract of Carriage.
12. These Conditions to Prevail: The Conditions contained in this Contract shall prevail over the conditions contained in any Receipt or other document issued by the Carrier for the purpose of acknowledging receipt of money paid by the Shipper pursuant to this Contract.

13. Demise Clause: If the ship is not owned by or chartered by demise to the Carrier by which the goods are intended to be carried hereunder (as the case may be notwithstanding anything that appears to be the contrary), this contract shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of Marine Atlantic Inc. or the said ocean Carrier which in either case acts as agent only and which be under no personal liability whatsoever in respect thereof.
14. Liberty Clause: Containers, whether the goods therein be stowed by the Carrier or by the Shipper, uncontainerized unit load machinery or customary goods, may be carried on or under deck without notice to the Shipper, and if they are so carried the Hague-Visby Rules shall be applicable notwithstanding carriage on or under deck and the goods shall contribute in General Average whether carried on or under deck.
15. Himalaya Clause: "It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the carrier) shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee or owner of the goods or to any holder of this Contract for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Contract.
16. Disputes: It is agreed between the parties that all disputes shall be litigated in and before a court of the Federal Court of Canada located in either the Province of Newfoundland or Nova Scotia to the exclusion of the courts of any other country, province or territory. The parties to this Contract hereby waive any venue or other objection to any such action being brought in any other court except as aforesaid.