

Terms

The terms below apply to any shipment with Royal Arctic Line's own or chartered ships.

§ 1

When possible, Royal Arctic Line generally packs all goods in containers, or alternatively on flats or similar transport equipment used for consolidating cargo. Royal Arctic Line reserves the right to transport all goods in containers, on flats or similar transport equipment as deck cargo.

§ 2

While the goods are in Royal Arctic Line's custody on board the ship or on land and in the period from when the goods are received for transport and until the goods are delivered to the consignee, Royal Arctic Line's responsibility is governed by the Merchant Shipping Act.

§ 3

Royal Arctic Line's liability shall not exceed the liability of the carrier under §280 of the Merchant Shipping Act which limits liability to SDR 667 for each package or other shipping unit or 2 SDR per kilogram of gross weight of the goods. Any declarations in the transport documents or other document that has been submitted to the carrier that states the value of the goods does not mean that Royal Arctic Line has assumed any liability that exceeds the carriers liability under the Merchant Shipping Act.

§ 4

Royal Arctic Line is not liable for loss or injury to live animals that are especially at risk during such transport.

§ 5

Regardless of whether there is error or negligence on the part of Royal Arctic Line, or any party for which Royal Arctic Line is responsible, Royal Arctic Line denies any liability for goods that are not listed on the manifest, or for which there is no booking confirmation.

§ 6

Royal Arctic Line has the right to allow transport to be carried out by another vessel than that which was agreed upon or stated.

§ 7

Royal Arctic Line reserves the right to, after expressly advising the shipper, to specify that part of the transport will be carried out by a named sub-contractor so that Royal Arctic Line is not liable for any loss resulting from any event that takes place while the goods are in the custody of a sub-contractor..

§ 8

Royal Arctic Line has the right to deviate from the sailing schedules and timetables when warranted by the situation.

§ 9

Royal Arctic Line cannot answer for damage, loss or delay resulting from difficulties with loading, unloading and/or storage of goods in Greenland and Denmark. It is incumbent upon Royal Arctic Line to substantiate that any damage, loss or delay is the result of such circumstances.

§ 10

(Havari grosse) General average shall be adjusted in accordance with the most recent York/Antwerp regulations at a place of Royal Arctic Line's choosing and the consignee of the shipment (owner of the goods) assumes payment of a havari grosse contribution in accordance with the legally determined average adjustment, whether or not the consignee has been asked for a deposit payment.

§ 11

Transport takes place in accordance with Royal Arctic Line's current tariff and the regulations under Merchant Shipping Act, Chapter 13.

§ 12

When the goods have been delivered to the consignee and the consignee has not given Royal Arctic Line written notice of any loss or damage the consignee has discovered, or should have discovered, describing the nature of the loss or damage, all goods are deemed to be delivered in the condition described in the bill of lading. If the damage or loss was not apparent at the time of delivery, the same applies if written notice is not given within three days of delivery. When the loss or damage has occurred, or is presumed to have occurred, Royal Arctic Line and the consignee shall give each other reasonable access to, in a convenient manner, inspect the goods with regard to weight, dimensions and number.

§ 13

If it is proven that any damage, loss or delay has been incurred while the goods were being transported with another means of transport than ship under the transport agreement with Royal Arctic Line, then Royal Arctic Line is liable, under the regulations and general conditions of carriage that apply to said means of transport, to the extent that the damage, loss or delay is not already included in the present terms of carriage.

§ 14

Royal Arctic Line is only liable for money, securities or valuables when there is an explicit written agreement about this.

§ 15

Royal Arctic Line has a lien on the goods which are under the company's control, in part for the freight charges for the goods and in part for storage of the goods. Similarly, if the goods are lost or damaged, Royal Arctic Line has a lien on insurance money on the goods to cover amounts due for freight and other costs. If payment owing to Royal Arctic Lines is not made, the company is entitled to, in a proper manner, sell as much of the goods that will cover the entire amount due to the company, including costs.

§ 16

Under the Merchant Shipping Act §272, Royal Arctic Line may sell goods, that are not received/collected despite a demand for this. If Royal Arctic Line deems that the value of the goods is not sufficient to cover sales costs, Royal Arctic Line may dispose of the goods in a responsible manner. If the sale takes place and the full amount owing is not recovered, the shipper is liable to pay unrecovered amounts.

§ 17

Royal Arctic Line is not liable for damage that occurs in connection with transport, unloading or storage when such damage is caused by weather or temperature conditions. Royal Arctic Line is therefore not liable for any frost damage to goods that have been submitted as general (ordinary) cargo.

§ 18

The terms in these Conditions of Carriage regarding Royal Arctic Line's objections and limited liability also apply if any claim is made against anyone that Royal Arctic Line assumes liability for (agents) and it is proven that the party was acting in the performance of duty or was carrying out its task.

The total liability of Royal Arctic Line and those Royal Arctic Line assumes liability for (agents), cannot exceed the limitations of liability under the Merchant Shipping Act §280, cf. §3.