

Standard Terms of Business for Stena Line Customers.

1 Accounting Credit Accounts

1.1 The Stena Line entity being the Carrier, as defined in the Stena Line Conditions of Carriage (below "the Carrier") will issue to its freight customers, or its agent(s), (below, "the Customer") an invoice, in respect of each consignment made with the Stena Line entity, under an authorised credit account established for the benefit of the Customer. Specific payment terms are stated on each invoice. Invoices may be provided electronically or in any other form at the Carrier's convenience.

1.2 Credit facilities are for the Freight charges (as defined in Stena Line Conditions of Carriage) payable to the Carrier. Credit facilities do not extend to amounts due to local customs and excise authorities in the port of arrival in respect of customs duty or value added tax. It is the responsibility of the Customer to ensure that sufficient funds are available at the port concerned for such duty and tax to be paid.

1.3 Where any part of any invoice may be questioned by the Customer in good faith, the amount in question may be deducted until the query is resolved but the balance must be paid in full.

Details of any query, including the invoice number, date of sailing and the reason for the deduction, must be notified to the Carrier within the period of credit allowed for the Customer's credit account.

1.4 The Carrier reserves the right to invoice statutory interest for late payments in all of its commercial transactions. Late payment means payment not made according to the agreed payment terms. Statutory interest for late payments means simple interest which is equal to the sum 8 % plus reference rate. The reference rate is set by the European Central Bank for Euro countries, for other countries the reference rate is usually set by the national central bank.

1.5 If the Customer is in default in making a payment under specific payment terms or these Standard Terms of Business for Stena Line Customers (below, "these Terms"), exceeds its credit limit, permits the use of credit facilities by third parties without authority from the Carrier or fails to comply with these Terms, the Stena Line Conditions of Carriage and/or any other separate freight rate agreement or other agreement entered into between the Carrier and the Customer in some other way, then the Carrier may at its discretion, cancel the Customer's credit account at which time all amounts from the Customer to the Carrier shall become payable immediately upon written demand from the Carrier.

1.6 Where the Carrier has agreed in writing that credit facilities may be transferred by the Customer for use by third parties, the Customer shall strictly comply with all conditions applied by the Carrier to any such third party use. The Customer shall remain liable for Freight charges and other charges arising in relation to the Customer's credit account regardless of whether the credit facility or other documentation concerned is used by the Customer or by a third party.

1.7 The Carrier may at its discretion withdraw any credit account or quoted Freight rates, as defined in the Stena Line Conditions of Carriage, at any time. However, such withdrawal will only apply to future consignments and the Carrier will endeavour to give reasonable notice to the Customer of any intention to withdraw.

2 Boarding Cards and Quoted Rates

2.1 Each consignment by the Customer represents a separate Contract of Carriage with the Carrier, as defined in the Stena Line Conditions of Carriage, and will be evidenced by a completed boarding card. Except under completed boarding cards, there is no contractual relationship between the Carrier (or any other Stena Line entity), and the Customer, apart from any separate freight rate agreement or other agreement that may have been entered into between the Carrier (or any other Stena Line entity) and the Customer and to which these Terms apply.

2.2 Quoted or agreed Freight rates will apply to any boarding card completed prior to withdrawal or variation of such Freight rates and will be subject to any conditions imposed by the Carrier.

3 Conditions of carriage

3.1 The performance of the Carrier's freight operations is governed by Stena Line Conditions of Carriage.

3.2 No failure or delay by the Carrier in enforcing any provision of these Terms, any separate freight rate agreement or other agreement shall be construed as a waiver of that provision or of any other provision of these Terms or any separate freight rate agreement or other agreement to which these Terms apply.

3.3 No claim of any kind against the Carrier shall be set off against any payment due and payable to the Carrier under these Terms.

4 Confidentiality Clause and assignment by Customer

4.1 Agreements with the Carrier regarding freight under these Terms are confidential and may not be assigned to any third party or referred to by any such party.



5 Early Termination

5.1 The Carrier reserves the right to terminate its contractual relationships with the Customer in the event of a change in the ownership of the Customer and/or any of its affiliated companies.

Furthermore, the Carrier reserves the right to terminate its contractual relationships with the Customer, should the Customer not carry the volumes quoted for in any separately agreed freight rate agreement, to which these Terms apply.

In case the contractual relationships are terminated for whatever reason, all outstanding amounts falls due.

6 Law and Jurisdiction

6.1 The provisions set out in these Terms shall be governed by and in accordance with Swedish law and any dispute arising under/or in relation hereto shall exclusively be determined by the District Court of Gothenburg, save for matters relating to unpaid Freight charges and/or related charges which may be pursued before a court or a tribunal in a jurisdiction at the Carrier's discretion and the law at such place be then applicable.

7 General

7.1 The rights, benefits and/or obligations of the contractual relationships with the Customer may be assigned by the Carrier, including, but not limited to assignment of receivables.

7.2 If any term or provision of these Terms shall be declared void or unenforceable by any tribunal or court of competent jurisdiction, then such invalidity or unenforceability shall not otherwise affect these Terms, which shall remain in full force and effect.

7.3 In the event of any inconsistency or conflict in the interpretation and or application of these Terms and Stena Line Fuel Surcharge Adjustment Model, whether incorporated in separate freight rate agreements or not, the wording of Stena Line Conditions of Carriage shall take precedence save for in matters relating to law and jurisdiction and/or matters governed by mandatory national law.

7.4 These Terms shall come into force on 1 January 2020 and replace all previous general terms and conditions whatsoever (either implied, oral or written).