

# **REGULATION FOR THE OPERATION OF SHIPS OF THE TERRITORIAL COLLECTIVITY OF SAINT-PIERRE AND MIQUELON – SPM FERRIES**

## **SPM FERRIES GENERAL TERMS AND CONDITIONS OF SALE FOR THE CARRIAGE OF GOODS**

### **Preamble**

The purpose of these General Terms and Conditions of Sale is to govern contractual relations between Customers and SPM FERRIES for the carriage of goods (hereinafter referred to as "SPM FERRIES" or "the Carrier").

They specifically concern the carriage of goods handed over to the carrier without the accompaniment of the customer on board during carriage.

SPM FERRIES reserves the right to amend these General Terms and Conditions of Sale without notice.

### **Article 1: Quotes and booking of transport**

In the inter-island, SPM Ferries offers a freight transport service. When it comes to the transport of parcels, the latter is received without reservation and it will be transported according to the space available on the ship. In the case of unaccompanied mobile unit transport (vehicle, trailer, container ...), the transport is carried out on reservation and acceptance of the transport quote.

Internationally, the same conditions apply. However the transport of the goods depends on the schedule of the transport of goods defined by the service and on the place available on the ship.

The conclusion of the contract will be deemed final after express acceptance of the quote and these General Terms and Conditions of Sale and/or invoicing/receipt of payment by SPM FERRIES.

Nevertheless, SPM FERRIES expressly reserves the right to refuse the carriage of goods, on a discretionary basis, without its liability being incurred.

### **Article 2: Ticket Changes and Refunds**

Requests for changes or cancellations must be recorded during opening hours, either at the freight sales department, by phone or by email.

#### **2.1: Conditions for Changing Date of Carriage**

Changing the date of carriage is conditional on remaining availability.

Moreover, it is subject to a fee equal to 25% of the price agreed upon in the quote.

There is no fee when the change request results from trip cancellation or postponement by SPM FERRIES.

There is no fee when the delay is the result of a delay of carriers upstream of the maritime transport service operated by SPM FERRIES.

## **2.2: Conditions for Cancellation of Carriage**

Cancellation of carriage is subject to a fee that varies depending on the cancellation date, before the day of departure the fee is equal to 25% of the price of the transport. If the cancellation happens on the day of departure, the fee is equal to 50% of the price of the transport.

No refund will be possible if the cancellation occurs after the departure of the ship.

The Carrier undertakes to communicate all information concerning the cancellation of a trip on one of its ships by using the different means of communication at its disposal (SPM FERRIES website, email, notices posted in the different ticket offices, press releases in the local media).

## **Article 3: Ticket - Seaway Bill**

The ticket or Seaway Bill is sent or given to the customer at their own risk, expense and responsibility and is deemed given to the customer upon being sent to them.

For the Customer, the issuance of the Seaway Bill means that they agree to be bound by all the terms of these General Terms and Conditions of Sale for the carriage of goods.

## **Article 4: Guarantees**

The Customer guarantees that they are the owner or assignee of the goods and/or that they have the capacity to act on behalf of the latter.

The Customer guarantees that they will not hand over to the Carrier illegal or prohibited goods, such as counterfeit products or narcotics.

## **Article 5: Customers' Obligations**

The Customer is responsible for wrapping and packaging the goods.

The Customer alone is responsible for the choice of packaging and its ability to withstand carriage and the successive handling required for the carriage operation.

On each wrapped item, the Customer shall affix a clear label unambiguously identifying the shipper, the consignee, the place of delivery and the nature of the goods.

The labelling must meet all regulations in force, including those related to dangerous materials.

Trucks, semi-trailers, swap-bodies, containers, full once loading operations are completed, shall be sealed by the shipper themselves or by their representative.

Packages grouped in trailers belonging to SPM Ferries are packed by the freight forwarder who receives his loading instructions from the customer. The freight forwarder and/or customer representative instructs SPM Ferries of the shipment details. SPM Ferries is not responsible for the information transmitted to it on behalf of the customer.

The Customer is solely responsible for failure to fulfill their obligation of providing information or declaring the precise nature and specific characteristics of the goods when it requires special arrangements, notably with regard to its value, dangerousness or fragility.

For national or international carriage, the Customer must ensure, under their sole and exclusive responsibility, that they have in their possession all documents related to the goods required to enter the territory of the place of destination.

## **Article 6: Carriage of Goods**

Goods are carried in accordance with the provisions:

- Of the Brussels Convention of 25 August 1924, amended by the protocols of 1968 and 1979.
- Articles L 5422-1 et seq. of the Code of Transport and the Laws of 18 June 1966, 21 December 1979 and 23 December 1986 (implementing Decrees No. 66-1078, 67-268 and 86-1065).

### **6.1.: Foodstuffs/Temperature-Controlled Goods**

In the absence of advance compliant declaration, temperature-controlled goods are under the sole and unique responsibility of the Customer.

Goods which must be transported under temperature-controlled conditions, which are declared as such and which are dropped off outside the opening hours of the freight department, may be refused by the Carrier if they do not meet the temperature criteria related to perishable foodstuffs, in accordance with existing regulations.

In case the goods are not loaded in units belonging to SPM Ferries, it is up to the Customer to supply the refrigerated transport units (refrigerated truck, trailer and other units.) :

- On ships without electrical distribution systems, the containers must have a self-contained temperature-control system to ensure the required temperature for the carriage of foodstuffs.
- On ships with electrical distribution service, if the Customer wants to connect their vehicle/Container, they must indicate this when reserving and confirm when registering.

SPM FERRIES accepts no responsibility for failure to comply with temperature requirements in accordance with existing regulations.

SPM FERRIES shall not be responsible for damage to goods that may result from defects or failures of the refrigerating unit of the vehicle/container or of its thermostat.

It is the customer's sole responsibility to see to it that the voltage supplied corresponds to that requested.

Vehicles not complying with these connection standards may be refused boarding.

The electrical connection on board is performed in the presence of the Customer in accordance with the elements declared and is under their responsibility.

In the event that the goods are transported in the refrigeration units belonging to SPM FERRIES, the company shall ensure that the connection of the unit on board the vessel is in compliance. However, SPM FERRIES accepts no responsibility for failure to comply with the applicable regulations, as temperatures must be notified by the shipper.

### **6.2: Dangerous Goods**

They will be accepted only within the limits prescribed by law and will give rise to handling charges based on the rate schedule in effect.

The Customer must submit a declaration for the shipping of dangerous goods in limited quantity in accordance with the SOLAS Convention, annex III of the MARPOL 73/78 Convention and the IMDG Code.

The Customer shall ensure that the packaging containing the goods, as well as the goods themselves, are clearly marked on the outside so as to indicate their nature and dangerousness, and thus comply with all laws, regulations and instructions applicable to such goods.

In accordance with article 44 of the decree of 31 December 1966, SPM FERRIES reserves the right, at any time or place, to unload, destroy or render harmless any flammable, explosive or dangerous material whose boarding would not have been agreed to if their nature had been known.

Moreover, the shipper shall be liable for damages or expenses resulting from their boarding.

SPM FERRIES will provide carriage for dangerous goods only if the certificates required for the carriage of dangerous goods are provided.

Hunting weapons must be disassembled to ensure optimal safety when handled during loading and unloading operations. They must be declared and handed over to operations employees no later than the time of boarding so that they can be stored in a box that will remain locked during the crossing (ISPS Code).

SPM FERRIES reserves the right to check bags used for the carriage of arms at any time.

### **Article 7: Deck Carriage**

Goods are carried on deck without prior notice to the Customer.

Goods shall be presumed systematically carried on deck.

All these goods shall contribute to the general average and shall be deemed goods within the meaning of the Hague Rules and shall be carried subject to these Rules.

### **Article 8: Carrier's Liability**

When loss or damage occurs between the loading of goods by the Carrier and the unloading by the Carrier at the place of delivery, the Carrier's liability shall be determined in accordance with the Hague Rules or any national legislation rendering the Hague Rules compulsorily applicable.

The Carrier shall not be liable for damage to goods:

- Due to occurrences constituting an event not attributable to the Carrier;
- Due to defects inherent in the goods;
- Due to mistakes made by the shipper, for example, in the packaging, wrapping, temperature control or marking of the goods;
- Due to inaccurate declarations by the shipper about the nature or value of the goods;

When goods are loaded on the deck, when they are accepted and delivered during the opening hours of the freight sales or operations department, the blame cannot fall on the Carrier;

When loss or damage to the goods occurs before loading or after unloading.

Effects, articles or goods, in the absence of a specific declaration or a specific carriage order, which are located inside Vehicles, are carried at the sole risk of the owner and/or sender, without liability on the part of the Carrier. As a result, it is the Customer's responsibility to take out property insurance when necessary, to protect these goods against different risks and damages, except for property for which insurance is mandatory.

### **Article 9: Mandate**

When the Carrier agrees to perform, at the Customer's request, any act or operation not initially provided for in these General Terms and Conditions of Sale, they will act only as the

Customer's agent and cannot be held liable for any damage or loss to the goods that occurs during such acts or operations undertaken or for any other damage of any type whatsoever.

If, for any reason whatsoever, the Carrier is denied the right to act as an agent to perform the above-mentioned acts or operations, their liability for damage, loss or delay shall be determined in accordance with the stipulations of these General Terms and Conditions of Sale.

## **Article 10: Events Affecting Carriage**

If the carriage of goods is affected by any hindrance, risk, delay, due to an epidemic or the threat of an epidemic, quarantine, blockade, wars, unrest, riots, strikes, slowdowns, labour stoppages or restraints for any reason whatsoever, boycotts, or any difficulty or disadvantage of any kind, whatever the cause may be (even if this hindrance, risk, delay, difficulty or disadvantage already existed when this contract was entered into or at the time that the Carrier received the goods) the Carrier may, whether carriage has begun or not, without prior notice to the Customer, and at their discretion, either:

- Carry the goods to the port of discharge provided for or, instead of delivery, as the case may be, by a route or means other than that indicated on the bill of lading or than the route usually used. In such cases, the additional charges will be at the expense of the Customer.
- Suspend the carriage of the goods and store them ashore or afloat in compliance and take every reasonable step to forward them as soon as possible, but the Carrier makes no undertaking as to the duration of the suspension or the forwarding time frame. In this case, the additional charges will be at the Customer's expense.
- Abandon the carriage of goods and place the goods at the Customer's disposal at any place or port that the Carrier may deem safe and appropriate. The Carrier's liability with respect to these goods will cease once placed at the Customer's disposal. In this case, the additional charges will be at the Customer's expense.

## **WAITING TIME AND DOWNTIME**

Before receiving the goods to be carried, SPM FERRIES accepts no liability for waiting times and subsequent harms such as expenses for downtime that could result for the Customer due to excess traffic or an interruption of operations, whatever the cause may be.

These wait periods experienced by the Customer do not provide grounds for any compensation from SPM FERRIES.

The lead times for the carriage service commence upon reception of the goods and are provided for reference only.

SPM FERRIES cannot be held liable for downtime, delays, or even damages and any other harmful consequences that would be subsequent to, or a consequence of, inspections conducted by the authorities or customs authorities pursuant to legislation in force. Potential delays cannot give permission to the customer to terminate the contract nor give right to any request for damages or penalties in case of force majeure and other events beyond the control of SPM FERRIES.

Lay days and demurrage or other loading or unloading time frames agreed upon between the Customer and the parties contracting with them shall not be binding on SPM FERRIES.

## **Article 11: Delivery**

In the event that the goods are refused by the consignee, as in the case of the latter's default for any cause whatsoever, the Customer shall remain responsible for all the initial and additional costs owed and incurred for the goods, particularly storage and demurrage costs for containers. Likewise, the customer must recover the goods within the maximum period of 72h following the arrival of the ship. After this period, the client or his representative will have to pay a daily fee for custody according to the tariff in force.

The refusal or failure, by the consignee or by the party notified of the arrival of the goods, to take delivery or, in case of damage, to limit losses by taking every step necessary to avoid the worsening of existing damage and deterioration constitutes a waiver of recourse on the part of the consignee or the party notified of the arrival of the goods, against the Carrier for any claim or legal action related to the goods or the carriage service.

## **Reservations and Admissibility of Claims**

In case of loss, deterioration or any other damage to the goods, or in case of delay, it is the responsibility of the consignee or the recipient to draw up regular and sufficient reports, to note reasoned reservations and, in general, to take all the steps necessary to maintain the right to take legal recourse and to confirm these reservations in the forms and within the time limits required by law. Failure to note reservations within the time frame allowed will reverse the burden of proof in favour of SPM FERRIES.

## **Article 12: General Average and Salvage**

In the event of accident, danger, damage or disaster occurring before or after the beginning of the trip and resulting from any cause whatsoever, including negligence, the Customer shall contribute with the Carrier to the payment of any sacrifices, losses or expenses of general average and shall pay for salvage and special charges incurred with respect to the Goods.

Any general average on a ship operated by the Carrier shall be paid for in accordance with the York-Antwerp Rules of 1994, adjusted to the Carrier's location of choice and in their currency of choice.

## **Article 13: Right of Lien and Retention**

Regardless of the capacity in which the Carrier acts, the Customer expressly acknowledges their contractual surety right, including a possessory lien and general and permanent preferential right on all the goods, valuables and documents held by the Carrier, to guarantee all claims debts, whether due or not (invoices, interests, incurred costs, etc.), that SPM FERRIES holds against them, even those previous or foreign to the transactions completed with respect to said goods, valuables and documents.

## **Article 14: Personal Data**

As part of its services, SPM FERRIES, in its capacity as controller, may collect and process personal data related to you.

The collection of this personal information, for which SPM FERRIES is the controller, is essential in drawing up the contract of carriage.

This personal information, which undergoes computer processing, is collected and processed in accordance with amended Act No. 78/17 of 6 January 1978, known as the Data

Protection Act, and with the General Data Protection Regulation (Regulation No. 2016/679, known as the "GDPR").

Pursuant to the Data Protection Act and the GDPR, the Customer has access, portability, correction, deletion and enforceability rights, among others, over the data related to them.

These rights can be exercised by sending a letter to the following address :

SPM FERRIES  
2, place Mgr François MAURER  
BP 4208  
97500 Saint-Pierre et Miquelon

#### **Article 15: Jurisdiction and Governing Law**

Any disputes arising from the application of these General Terms and Conditions of Sale shall be subject to the jurisdiction of the Courts of Saint-Pierre and Miquelon.

French law and, in particular, the provisions of the Code des transports are alone applicable.

SPM Ferries has been certified, by the Ministry in charge of the Merchant Navy, as compliant with the International Management Code for the Safe Operation of Ships (I.S.M. code).

#### **Article 16: Validity of the Regulation**

This territorial operating regulation takes effect on 30th May 2023 and supersedes the previous regulation in force up to that date.