

CONDITIONS OF CARRIAGE OF CARGO

Shippers of Cargo are requested to make themselves acquainted with the Conditions of Carriage set out hereunder:

MAURITIUS SHIPPING CORPORATION LTD , hereinafter called the Company, hereby give notice that they are not and shall not be held to be common carriers, and that the carriage of cargo (including in the term cargo and without prejudice to its ordinary or general meaning, livestock, merchandise, goods aircraft, vessels and vehicles of all kinds) is undertaken subject to the following conditions which may not be dispensed with by any Agent, Captain or other officer, servant or other employee of the Company and all passengers' and other tickets and all receipts signed by any servant or agent of the Company shall be subject to these conditions whether the same shall be repeated thereon or not.

The Company's vessels shall not be obliged to sell according to advertisement on notice, and the Company shall not be liable for any loss in this respect arising from any cause whatsoever. The Company's vessels shall have leave to proceed to and stay at any ports in any order or rotation whether on or off the customary route, and to deviate for any purpose whatsoever and to tow and assist vessels or to proceed in low to carry goods of all kinds, dangerous or otherwise, with liberty to transship and/ or re-ship. All the exceptions and stipulations in favour of the Company hereinafter stipulated shall continue to apply although the vessel may have deviated from the contract voyage and although such deviation may amount to a change or abandonment of the voyage any warranty or rule of law to the contrary notwithstanding and all such deviation shall be deemed to be within the contract voyage. The Company, if not the owner or demise character of any ship carrying goods, livestock or passengers on any part of the Company's services shall have by virtue of this contract and without prejudice to all other rights hereunder, in respect of any goods livestock or passengers so carried the same rights of limitations of liability as are given to owners and demise characters of ships by statute. Vessels shall be held to include motor vessels and other kind or type of power propelled ship, vessel or craft.

All rights exemptions from liability defences and immunities of whatsoever nature referred to in this or any other clause of these Conditions shall in all respects ensure also the benefit of all servants agents and independent contractors of the Company acting in the course of or in connection with their employment or other contract so that in no circumstances shall any such servant agent or contractor while so acting be under any liability greater than or different from that of the Company. For the purpose of the foregoing the Company is or shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or may be its servants or agents or independent contractors from time to time, and all such persons shall to this extent be

or be deemed to be parties to the contract of carriage of which these Conditions form part. The words servants and agents and independent contractors in this paragraph shall include (a) other persons or companies whose vessels may at the request of or by agreement with the Company whether expressed or implied carry passengers or goods on behalf of the Company (b) servants, agents wharfingers, warehousemen, tugowners, lightermen and stevedores, whether employed by such or other person or company or by the Company. To the extent that the Company may be liable (whether by contract or common law) to indemnify any other person in respect of such person's liability for injury, death or sickness of or to passengers or for damage, loss (including death or sickness of or injury to animals) detention, deterioration. Delay, misdelivery or non-delivery of or to goods or passengers' effects than the passengers concerned or their personal representatives or as the case may be the owners of the goods shall reimburse to the Company any sums paid or payable by the Company by virtue of such indemnity.

Passengers and the owners consignors and consignees of goods undertake to the Company in no circumstances whatsoever to sue the Company's servants agents or independent contractors in respect of anything done or not done by them while acting in the course of or in connection with their employment or other contract.

The Company have power to convey cargo on deck without notice to the shippers and at the sole discretion of the Company, without liability for loss or damage however caused.

Without prejudice to the foregoing generality neither the Company nor their agents or servants are to be liable for delay, accident, loss of or damage to cargo in or on the Company's premises on shore or on the Company's vessels or on boats plying between the shore and the Company's vessels, or from arrests, restraints and detentions of all kinds, princes, and people of whatever nation, condition or quality whatsoever or from stoppage of labour, jettison, barratry, standing or collision or from damage by vermin, leakage, fire theft on board, in shed or on store or on shore or for loss or damage arising from defects in their tackle or appurtenances, machinery, boilers or navigation or from any perils of the sea or rivers or from unseaworthiness of the vessel or from any act, negligence, omission, error in judgement or fault whatsoever of their agents or of the masters or not any other person or persons in the employment of the Company or for whose acts the Company would otherwise be responsible or from any cause whatsoever.

All Cargo carried and all goods warehoused, whether landed or awaiting shipment, are received, and held at consignee's consignor's or owner's risk, it being specially provided that the company shall not be liable for any damage or loss to cargo entrusted to the Company whether arising from any of the causes mentioned in the conditions above written or from any other cause.

The Company reserves the right to group and containerize any cargo to be carried on their vessels/s.

The Company are not bound to advise consignees of the arrival of cargo. When cargo consigned to order or otherwise is not claimed on landing or is delayed owing to customers requirements or otherwise, whether or not so claimed, the cargo is to be at the sole risk and cost of other owners, without recourse against the Company, their servants or agents on any ground whatsoever. The Company are not store keepers or warehousemen, but goods may be removed to stores belonging to the Company or used by them, when the Company shall without any liability have rights to charge store rent and other charges for goods.

The Company are to be at liberty to ship all cargo in such order, and at such time as they see fit without reference to the order of booking and to carry part, although they cannot carry all the same day nor in the same vessel, and are not to be bound to carry any of the said cargo on any particular day or by the first or any particular vessel. In regard to livestock, it is specially provided in addition to the above provisions that neither the Company nor their agents or servants are liable for any accidents to any such livestock, while being landed or shipped into barges at any of the ports of call, nor for mortality of or injury to livestock from any cause whatsoever, whether due to the neglect or default of their servants or other persons for whom the Company would otherwise be responsible either at shipment, during the passage, whether on deck or in hold, at landing, or in cattle sheds or elsewhere. Prior loading on board livestock must be delivered at the place indicated by the Company.

All cargo carried by deposited with the Company is held by the Company subject to a lien thereon in favour of the Company not only for the freight and charges thereon, but for all debts due to the Company either by consignor or consignee. The freight and charges on all goods are due on landing from the vessels on which they are carried, unless at the Company's option by special notice or stipulation, freight and charges are declared to be payable in advance.

The Company will not be responsible for charges forward on goods and livestock if lost at sea or refused by the consignee, nor for failure to collect such charges in any case where either before or after delivery the person from whom such charges are to be collected fails to pay the same after reasonable demands have been made for payment.

Owners of cargo are liable for freight, ship and/or cargo lost or not lost. General Average, if any to be settled according to York/Antwerp Rules 1974, provided however, the Company shall not be contributories for any loss, damage or injury caused to any cargo or livestock carried.

Freight on livestock is chargeable on the number shipped, notwithstanding mortality or loss through any cause while in the possession of the Company and in the case of

livestock and perishable goods if the freight is not paid on the day of receipt at destination or if not then taken away or if addresses to be kept till called for or it consigned to order or if insufficiently or wrongly addressed or if refused by the party to whom or at the place to where directed, the Company, although they shall be under no obligation to do so, shall be entitled to sell the same forthwith either by public auction or privately without any notice to the sender or consignee, for the benefit of all concerned, and payment or tender of the net proceeds to any such sale, after deduction of freight, charges and expenses, shall be held as equivalent to delivery. Without prejudice to the foregoing conditions in the event of the person in care of livestock or the owner or consignee thereof not being ready on arrival to take charge of the same and pay all freight and charges, the Company shall be at liberty without incurring any liability to send them to livery retaining a lien on them for freight, charges and the expenses of their care and livery. Cargo over-carried, save as above expressly provided, shall be returned to port of delivery by first convenient vessel, and all the above conditions shall apply thereto. In the case of goods which lose weight in transit through drainage, evaporation or other cause, freight shall be payable on the weight at place of loading.

All cargo must be booked and signed for, previous to shipment. Without prejudice to the foregoing generalities, matters for which the Company or their agents or servants are not accountable include, weight, quantity, contents, inward condition, inherent vice, or damage contract with, or smell or evaporation from other goods, or from urine, manure, water, or drainage from livestock: leakage or breakage, the incorrect delivery arising from any cause such as insufficiency of marks, numbers addresses or otherwise shippers and others interested being bound to see to proper delivery being obtained at the port of discharge of vessel.

Dangerous Goods within the meaning of the Merchant Shipping Act 2007, and as subsequently amended, will only be carried as per recommendations of the International Maritime Dangerous Goods Code (IMDG). The owners, consignors and consignees of such goods will be liable to the Company for double freight on such goods if shipped with incorrect descriptions, or without specific notice to the Company of their dangerous character, and for all damage, fines, expenses, costs, claims, loss or delay, which may be directly or indirectly sustained or incurred by reason of such shipments by the vessel or her master or the Company. Dangerous goods shipped without disclosure of their dangerous nature may be destroyed or otherwise disposed of by the Company at any time without notice or compensation to the owners, consignors and consignees. The Master may jettison any Dangerous Goods in the interest of safety of his vessel and persons on board.

All consignee, shippers or other person shall be bound to disclose the nature of all goods consigned by them.

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