



## TRANSFENNICA LOGISTICS STANDARD CONTAINER LEASING TERMS (Version 5) VALID FROM JANUARY, 2010

1. Transfennica (the Lessor) leases 20' , 40' and 45 feet line's high cube / pallet wide containers to be used in connection with the carriage of cargo booked with Transfennica for carriage of goods by sea.
2. The Lessee is the party who books the carriage of goods with Transfennica. The Lessee includes also the Consignor, Shipper, Holder, Consignee, the Receiver of the goods, any person including any corporation, company or other legal entity owning or entitled to the possession of the goods or the bill of lading and anyone acting on behalf of any such person. The above mentioned parties are liable according to Transfennica Standard Container Leasing Terms jointly and severally.

### 3. RENTAL AND FREE DAYS

Free days

- \* Prior to loading to the vessel 7 days
- \* At the port of discharge 4 days from the discharge from the vessel
- \* On carriage 10 days

Saturdays, Sundays and holidays to be included in days counted.

Rental per day when exceeding the free days

Days 1-7 (Calculated over the sum exceeding the individual free days.)	Days 8-14	Days 15-31	From the 32nd Day
* 20' high cube EUR 10	* 20' high cube EUR 15	* 20' high cube EUR 25	* 20' high cube EUR 40
* 40' high cube EUR 13	* 40' high cube EUR 20	* 40' high cube EUR 30	* 40' high cube EUR 45
* 45' high cube EUR 15	* 45' high cube EUR 25	* 45' high cube EUR 35	* 45' high cube EUR 50

### 4. MAXIMUM LEASE PERIOD

The maximum lease period is 42 days. Containers not returned within 42 days from the date of handover will be considered lost. In event of exceed of the rental period the Lessor shall have the option (i) to charge the Lessee the actual replacement value or (ii) to discharge the actual unit at the Lessee's expense.

The rental will continue after the expiration of the rental period until the replacement value is reimbursed and / or the actual unit is discharged.

### 5. RELEASE AND RETURN OF THE CONTAINER

The Lessor will, by arrangement, release the container to the Lessee at the specified handover point. The Lessee will return the container to the Lessor's depot / port terminal as instructed.

The Lessor releases the container in good order and condition and the Lessee ensures himself that the container is in suitable condition for its intended purpose at the time it is handed over to the Lessee. The Lessee acknowledges the receipt of the container in good order and condition. The Lessee has the right to inspect the condition of the container prior to release.

The Lessee ensures that the container from which the cargo has been unloaded is left in a clean and cargo worthy condition. The Lessor has the right to inspect the container before accepting redelivery. The Lessee will reimburse the Lessor for any cleaning costs and other consequential expenses caused by the Lessor arising from the Lessee's failure to redeliver the container in the same condition as when it was released the Lessee

### 6. USE OF THE CONTAINER

The container is not allowed to be used for any other purpose than for the carriage of cargo booked with Transfennica for carriage of goods. When the Lessee's prime mover or prime mover and trailer or other carrying vehicle is used the container must be suitable for the weight, size and other characteristics of the load involved. The container must at all times be firmly secured to the trailer or other carrying vehicle. The Lessee shall remain the sole operator of the container at all times, keep the container in good condition and ensure that the use of the container will be in full compliance with all applicable laws, rules and regulations.

### 7. RESPONSIBILITY FOR THE CONTAINER

The Lessee is responsible for any damage to or loss of the container. All repairs will be made by the Lessor and will be reimbursed by the Lessee. If the Lessee disputes the repair costs and the matter cannot be settled between the two parties, the Lessor shall appoint a mutually acceptable surveyor of an independent classification society whose survey and decision shall be final and binding on both parties. Surveyor costs shall be paid by the Lessee.

### 8. INDEMNITY

The Lessee indemnifies the Lessor for all costs and damages if the Lessor is claimed for cargo damage the cause of which can not be definitely established to have occurred during the period of the carriage of goods by sea.

### 9. FIELD RENTALS, ETC.

All field rentals, terminal operator and port authority costs, customs duties and taxes are on the responsibility of the Lessee.

If the container will be subject to requisition / acquisition or seizure by any governmental or other competent authority the Lessee will remain responsible according to Transfennica Standard Container Leasing Terms. The same will apply if the seizure is carried out by a third party.

### 10. DEPOSIT

The Lessor reserves the right to take a bond covering the replacement value of the containers prior to the release. The bond will be returned when all the containers leased to the Lessee are returned. The Lessor has a right to set off claims and invoices based on Transfennica Standard Container Leasing Terms against the bond.

**11. LIEN**

The Lessor shall have a lien on the goods and any documents relating thereto for all sums payable to the Lessor based on this Transfennica Standard Container Leasing Terms and / or any other contract and for that purpose the Lessor shall have the right to sell the goods by public auction or private treaty without notice to the Lessee.

**12. TERMS OF PAYMENT**

The Lessee pays the Lessor within the agreed payment terms and maximum fourteen (14 ) days of the date of the invoice. In case of delay the Lessee pays legal interest according to Finnish Law.

**13. APPLICABLE LAW AND ARBITRATION**

The lease and Transfennica Standard Container Leasing Terms are subject to the Finnish law and any dispute arising from or in connection with this lease agreement shall be determined by the Helsinki City Court