



SAAM SMIT

TOWAGE

GOODS ARE CARRIED "ON DECK" UNLESS SPECIFICALLY NOTED OTHERWISE HEREON

NOTICE – THE ABOVE NOTED SERVICES ARE ENTIRELY AT OUR CUSTOMER'S RISK AND YOU SHOULD ARRANGE YOUR OWN INSURANCE FOR ALL RISKS. THE ABOVE NOTED SERVICES ARE SUPPLIED ON CONTRACT AND SUBJECT TO THE CONTRACTUAL CONDITIONS SET OUT BELOW, WHICH CONTRACTUAL CONDITIONS RELIEVE US OF ALL LIABILITY.

CONTRACTUAL CONDITIONS

1. If our services as set out on the face of this invoice are not already the subject of a written contract, and/or a non-negotiable receipt, or a Bill of Lading, already issued or deemed to have been issued; then the invoiced services are subject to the contractual conditions set out hereunder. If our services as noted on the face hereof are carriage, not on deck, then this invoice is a non-negotiable receipt and deemed to be marked as such, and this non-negotiable receipt, and our services, are subject to the contractual conditions set out hereunder, and the Hague Visby Rules do not apply to this contract of carriage.
2. These contractual conditions govern all nature of services provided by us including, but not limited to, towage, carriage, charter of vessels, moorage, storage, berthing, unberthing, and/or vessel assistance.
3. We, our officers, directors, masters, crew, other servants, agents, and/or sub-contractors, are not liable to our customer, or to any party, for delay or non-performance of any contract or services, damage, expense, injury, death, or loss of any nature, sustained or incurred by our customer or any party, arising or resulting from any loss, damage or delay howsoever caused, including, by our negligence, gross negligence, and/or the unseaworthiness of any towing, carrying, mooring, berthing, unberthing, or assisting vessel.
4. We, our directors, officers, masters, crew, other servants, agents, and sub-contractors shall be deemed to be the servants of our customer. Our customer shall indemnify us, our officers, directors, masters, crew, other servants, agents and sub-contractors, for any claims or actions brought against us by any third party and arising from our services as described on the face of this invoice.
5. For the purposes of these conditions, we are, or shall be deemed to be, acting as agent or trustee on behalf of and for the benefit of all who are or might be our officers, directors, masters, crew, other servants, agents, or sub-contractors and all such shall, to this extent, be deemed to be parties to all contracts.
6. Should the exclusions set out in these conditions be found to be inapplicable or ineffective, then, in that event, our liability for all and any services, and as aforesaid, shall, and it is agreed, be limited to \$1,000 per contract.
7. If our services as noted on the face are for carriage, not on deck, to an American port from a Canadian port, or to a Canadian port from an American port, then the "*Carriage of Goods by Sea Act*", April 16, 1936, 46 U.S. Code Appendix 1315, as amended, will apply. In addition, the foregoing conditions set out in paragraphs 1 to 6 will also apply, so far as they are not inconsistent with the provisions of the aforesaid "*Carriage of Goods by Sea Act*".