

Terms and conditions

FOR DETAILED TERMS AND CONDITIONS consult www.traversierctma.ca, these detailed terms and conditions forming an integral part of this contract with C.T.M.A. TRAVERSIER LTÉE (the "contract"). This contract is governed by Canadian maritime law and contains provisions which limit or exclude the liability of C.T.M.A. TRAVERSIER LTÉE and any other party deemed to act as a carrier (collectively "The Carrier").

The passenger consents to the terms and conditions of the contract for himself and for any person traveling under the same reservation, as well as the owner of a vehicle carried under this reservation, as well as the heirs and representatives of the aforementioned persons (the "represented parties") and they further agree that these conditions govern their rights in their relations with the Carrier.

Any ticket or title produced by C.T.M.A. TRAVERSIER LTÉE for the purposes hereof is not a bill of lading within the meaning of the Marine Liability Act, SC 2001, c 6 and the International Convention for the Unification of Certain Rules of Law relating to Bill of Lading, concluded at Brussels on August 25, 1924 as amended by the Brussels Protocol concluded on February 23, 1968 and the additional Brussels Protocol concluded on December 21, 1979 does not apply to this contract.

The passenger, **at the complete exclusion of Carrier**, assumes full responsibility in the event of bodily, moral or psychological injury or death, or in the event of loss, delay or damage, whatever they may be, suffered by any vehicle or goods, regardless of the cause, including Carrier's negligence. The passenger acknowledges and accepts that no doctor, nurse or medical treatment (other than basic first aid) is available on board the ship. Passengers travel at their own risk.

The transport of a vehicle under this contract should not be interpreted as the delivery of a vehicle to the Carrier. Even when following the instructions of a representative of the Carrier, the passenger or the driver must maintain control of the vehicle at all times before it is stopped on the ship. The passenger is responsible for driving and parking the vehicle at the parking and boarding locations used by the Carrier as well as on board the ship. The Carrier is not responsible for loss or damage to the vehicle while the owner or driver drives the vehicle to the premises operated by C.T.M.A. TRAVERSIER LTÉE or on board the ship or when the vehicle is parked on said premises in the ship. The Carrier is not responsible for any loss or damage to any items in the vehicle, whatever the cause.

The Carrier agrees to transport the vehicle to the port of destination; however, C.T.M.A. TRAVERSIER LTÉE reserves the right, at its sole discretion, to substitute one ship for another, to divert a vessel or to cancel a scheduled crossing without notice, as well as to refuse to load a vehicle on board if, in the opinion exclusive to the captain, such a load could represent a danger to life or property. In case of cancellation, C.T.M.A. TRAVERSIER LTÉE will refund the price of the reservation but will not assume any other liability.

The Carrier assumes no responsibility for the presence or absence of, and the operation and maintenance of, refrigeration or heating equipment for goods on the ship or on premises operated by C.T.M.A. TRAVERSIER LTÉE.

The passenger remains responsible for providing valid information to be reached. The crossing times may change at any time without notice; departures may be delayed, brought forward or canceled and journeys and stopovers canceled or modified. It is the passenger's responsibility to keep themselves informed of the crossing times on the C.T.M.A. TRAVERSIER LTÉE website including cancellations regardless of the advice given to the passenger. The Carrier assumes no responsibility for any delays or cancellations of crossings, with or without notice.

The passenger consents and the parties determine that the exclusive forum chosen for the determination of any dispute or claim arising out of this contract will be the Federal Court of Canada. The invalidity of part of these general conditions does not entail the invalidity of all the general conditions but only the part affected by this invalidity.

Please note that this document is the official version of the general conditions forming part of your contract with C.T.M.A. Traversier Ltée.