



**SOCIETE SUDILES
GENERAL TERMS AND
CONDITIONS
BETICO VESSEL**

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GENERAL INFORMATION

Any purchase of services made on the website <https://www.betico.nc/en>, by telephone from our distance sales department, from external and approved agencies or in Betico agencies constitutes the customer's express and unreserved acceptance of these General Terms and Conditions of Sale ("GTC"), the General Terms and Conditions of Transport and any special conditions attached, where applicable, to the service(s) they have chosen.

The general terms and conditions can be consulted at Betico agencies and are accessible at any time on the website [General Terms and Conditions of Sale and Transport - Betico](#) and shall prevail, where applicable, over any other version or any other conflicting document. The customer accepts that these GTC exclusively govern their relationship.

The company SUDILES reserves the right to amend or, more generally, update these general terms and conditions at any time and without notice. They shall apply as soon as they are put online or from the date indicated. In the first case, the applicable GTC are those in force on the date of purchase or order.

1- TERMS AND CONDITIONS OF SALE

DEFINITIONS

Company: Means the shipping company SUDILES, i.e. SUDILES, with share capital of [10,000,000 francs], whose registered office is located in LIFOU (98 820) – Head office of the Province des Iles – WE, registered under number 742 890, which has issued the passenger and/or freight ticket.

Ticket: Means the valid document issued by the Company and entitling the holder to transport to the destination indicated. It may not be used by a third party or transferred.

Freight: Means all goods transported.

Sender: Means the natural or legal person who sends the goods.

Recipient: Means the natural or legal person who receives the goods.

CONTACT DETAILS AND CUSTOMER INFORMATION

When purchasing services, the passenger must provide a contact method, preferably a local mobile phone number that is in service. The customer must be reachable at all times by the Company for any communication relating to the journey. Customers who do not have a local mobile phone number must provide an email address that they check regularly before travelling when booking at one of the points of sale or online. If possible, they must specify the name of an establishment, hotel or guesthouse where they will be staying at the destination. The Company accepts no liability if the message, email or call does not reach the passenger, in particular if the number or email provided proves to be incorrect or unavailable.

When depositing Freight, the Sender must also provide the Recipient's contact telephone number.



The customer must check the information contained in the services they purchase (dates, destinations, names, description of the parcel, etc.) and report any error or anomaly at the time of purchase. Any error concerning the surname, first name, destination, description of the parcel, email address or telephone number is the sole responsibility of the declaring passenger/customer.

SAILING SCHEDULE

The times indicated are subject to change without notice, in particular in cases of force majeure, unforeseeable events beyond the Company's control such as bad weather and cyclones or strikes. We advise you to make enquiries the day before your departure.

PASSENGER OBLIGATIONS

Passengers must present themselves at the port of embarkation, with their travel ticket and the original of a valid identity document. Passengers are advised to respect the check-in times in order to avoid any delay or even failure to travel.

Depending on the ports of embarkation, boarding rules differ as follows:

Departing from Nouméa:

- Check-in one hour before the vessel's departure time;
- Ticket sales close thirty minutes before the vessel's departure;
- Check-in closes twenty minutes before departure.

Departing from the Isle of Pines:

- Check-in one hour before the vessel's departure time;
- Ticket sales and check-in close twenty minutes before the vessel's departure.

Departing from Lifou, Maré and Ouvéa:

- Check-in two hours before the vessel's departure time.
- Ticket sales close thirty minutes before the Vessel's arrival.
- Check-in closes twenty minutes before the vessel's departure.

No passenger may board after the Vessel has cast off, and no check-in may be carried out after check-in has closed. No refund or compensation (plane ticket/accommodation, etc.) will be made. A passenger who has missed their embarkation may not claim damages and compensation from the Company.



FREIGHT DROP-OFF

For safety and hygiene reasons, the following are considered as Freight:

- cool boxes, crates, trunks and cartons whose dimensions exceed 60*40*40 cm and/or whose weight is less
 - than or equal to 25 kg;
 - foodstuffs (yams, rice, meat, chicken, etc.), carried in and out of cool boxes;
 - plants (plants, flowers, etc.);
 - domestic animals within the limits set out in the following paragraph;
 - all vehicles (including bicycles and motorbikes).

Any parcel weighing more than 25 kilos will be refused.

The nature of the Freight must be declared at the time of drop-off. In the event of a false declaration or the accidental discovery of dangerous or prohibited material, the customer is liable for criminal prosecution, with immediate confiscation of the Freight and a report may be sent to the competent authorities.

IDENTITY DOCUMENTS

- The identity documents accepted for any ticket booking, at check-in at the terminal or in an agency and at embarkation on the vessel are: the national identity card, passport, French driving licence, the receipt for submission of an application for an identity document, where the application for an identity document or passport is being processed;
- A declaration of loss issued by the police force, in the event that the identity document has been lost.
- The family record book (provided that one of the parents can prove their identity with one of the documents listed above) or the birth certificate **for children aged 0 to 2 years**;

These documents must be valid on the date of travel.

For the purchase of tickets, presentation of one of the documents listed above is compulsory (photocopies are accepted).

On the day of departure, at check-in and embarkation, the original of one of these documents is required for checking the passenger's identity.

PASSENGER LIABILITY

Passengers agree to abide by the Company's regulations while on board the vessel and to comply with instructions given to them by crew members.

Passengers have access only to public areas such as lounges, sun deck, snack bar and sanitary facilities. Checks may be carried out by the crew at any time.



CHILDREN UNDER SUPERVISION

Infants (under 4 years old) must be accompanied by one of their parents or an adult: their tickets must be issued with the same accompanying adult and they must be listed in the same booking file. Failing this, they may be refused boarding.

For safety reasons on board, unaccompanied children aged 4 to 13 are not allowed on board. They must be accompanied and supervised by a parent, guardian or adult who is not a PRM (Person with Reduced Mobility). It should be noted that one accompanying adult may supervise a maximum of 10 children.

For the entire duration of the journey, children must remain under the supervision of the parent or accompanying adult, who assumes full responsibility for the actions of the children in their care.

INDIVIDUALS REQUIRING SPECIAL ASSISTANCE

Individuals requiring particular care (e.g. drug allergies), or assistance in an emergency, must declare this when booking so that the conditions of transport can be checked. Care by the crew will begin as soon as they board the Vessel and continue until disembarkation. The following persons with reduced mobility (PRM) are concerned:

- Individuals who use wheelchairs or who suffer from one or more of the following impairments: physical, visual, hearing, cognitive, mental or psychological;
- Individuals with restricted growth (dwarfism);
- Women who are more than 5 months pregnant;
- Individuals over 75 years of age;
- Individuals who have difficulty walking;
- Individuals accompanied by children under 4 years of age;

Pregnant women may travel by sea up to seven months into their pregnancy. It is compulsory to inform the Company at the time of booking. We advise pregnant women and sick persons requiring particular medical treatment to seek medical advice before travelling.

The Company may refuse transport or boarding to persons with disabilities or reduced mobility where:

- Transport of the person concerned is impossible under safe or operationally feasible conditions;
- Their number exceeds the number of seats reserved for their use on board;
- The dimensions of the vessel or its access doors make boarding physically impossible;
- Sea or wind conditions do not allow these persons to travel safely.



The Company does not require an accompanying person but may refuse a passenger with a disability or reduced mobility if it considers that transport cannot be provided in complete safety.

FARE, METHOD OF PAYMENT AND CONDITIONS OF VALIDITY

Whatever the date of issue of the ticket and/or the date of deposit of Freight, it is expressly agreed that the fare will be calculated according to the fares in force on the day of booking. Prices include all taxes (including VAT). Prices are indicated in Pacific francs (XPF). Only the fares available **on** <https://www.betico.nc/en/rates/#public-prices> are authoritative and may be changed without notice. Payment may be made by bank card or in cash. Due to numerous payment incidents, cheques are no longer accepted.

The applicable TGC (VAT) rates are indicated on receipts or invoices. These may vary depending on the services and destinations where the chosen destination is covered by a provincial contract/market.

Administration fees apply to all ticket and/or Freight transport bookings and are non-refundable in the event of cancellation by the customer.

Special fares may be offered for professionals and holders of the transport card. For any further information, please contact **the** [Betico agencies or visit the website](#).

ADDITIONAL SERVICES

Additional services may be purchased in accordance with the fares in force. These services, such as pre-booking meals at the snack bar, additional luggage, excess luggage, etc., are subject to the same rules as passenger transport services (ticket). They may be used only for the journey to which they are linked. Consequently, any change to the transport ticket may result in a change in the price of the additional services or the impossibility of subscribing to these services.

ACCOUNT CUSTOMERS

An account opening agreement must first be completed and signed between the customer and the Company.

Ordering conditions:

For placing orders, a quotation will be sent to the customer and the order will be final after it has been signed, preceded by the words “approved”, by the customer or accepted by email.

Invoicing and payment conditions:

Invoices must be paid **within 30 days from the date on which the service is provided.**

In the event of late and/or non-payment:



Failure to pay an invoice after several reminders have remained unanswered entitles the Company to suspend the agreement, in particular by blocking the customer account, and to suspend any service in favour of the Customer.

All additional costs (for example in the event of recovery by a bailiff) may be claimed from the customer on presentation of proof.

“CONTINUITÉ PAYS” TICKETS

These tickets are issued to residents of the Islands who are beneficiaries of the transport card. New Caledonia partially finances the “Continuité Pays” tickets in accordance with the applicable conditions.

No change of name will be possible in the event of cancellation of a sailing or at the passenger’s request. It will be possible to transfer the ticket to another date depending on seat availability, or to request a refund in accordance with the fare conditions of the ticket.

GIFT VOUCHERS

These are issued in the form of vouchers and are sold at all the Company’s points of sale or on the online booking site www.betico.nc. The value of the vouchers is defined at the time of purchase. The beneficiary may use them only to purchase services offered by the Company (Ticketing or Freight) in agencies or online (not usable on board the Vessel) on all confirmed journeys and subject to availability. Depending on the amount of the services chosen, there may be an additional amount to be paid. Vouchers must be used in a single transaction; if the total amount is not reached, the difference will not be refunded (no change given). However, they may be supplemented by another means of payment (cash, bank card). **The period of validity for booking and travelling is indicated on the voucher.** After this period, they will be considered lost. Vouchers are nominative. Consequently, they may not be sold or refunded.

AMENDMENT/CANCELLATION OF TICKET OR FREIGHT BY CUSTOMERS

In the event of an AMENDMENT (date, name, destination) or CANCELLATION initiated by the passenger, [a fixed charge will be applied per journey and per ticket, in compliance with the deadlines set by the company.](#) **The amount and deadline of the fixed charge may vary depending on the fare conditions of the chosen service.** For promotional tickets and offers referenced in magazines, guides and press media, the passenger must refer to the special conditions of the offer available in agencies or online www.betico.nc.

Fares are subject to availability.

In the event of a change of travel date at the customer’s request,

the customer must pay the fare difference in addition to any amendment fees or be refunded if the opposite is the case.

In the event of a change/cancellation of travel by the company,

No additional charge will be billed to the customer. *See section A – Passenger transport – Company liability*



All FREIGHT services purchased at a return fare may be amended or refunded if the outward journey has not yet been used.

Furthermore, depending on the fare conditions in force, amendment or cancellation fees may be applied.

For any request to amend or cancel tickets free of charge for a justified reason (health, bereavement, etc.), supporting documents (doctor's certificate, death certificate, etc.) are required and must be presented to the sales agent, **within 7 days** (from the date of the scheduled journey) for the operation to be accepted. Only the passenger concerned, as well as their spouse and children, may request the change or cancellation free of charge. No refund of these fees will be made if the supporting document is submitted after the request has been processed. The refund will only be carried out by bank transfer.

In this case, the booking fees are non-refundable.

In the event of a cancelled sailing, the change or refund of the ticket must be requested by the Shipping Company **within 7 days** (from the date of the cancelled journey). The refund is only valid for tickets purchased at the public fare.

WAITING LIST

This is a last-minute waiting list, on the day of departure when there are no more seats available. People can register on this list and to do so they must present themselves on the day of departure, on presentation of a valid identity document. **Payment of the amount due is required according to the fare in force.**

At the end of check-in and boarding of the passengers present at departure and subject to seat availability, the Second Captain indicates the number of people who can be embarked.

Boarding is carried out in order of priority according to the list drawn up beforehand; it is possible that some people may not be able to board due to a lack of seats. These tickets are fully refunded after the vessel's departure.

The applicable fares for the waiting list are available at the ticket office and [on the website](#) or by request on board, and will be indicated at the time of registration on the list.

GROUP BOOKINGS

Special conditions as well as special fares, when available, may be offered for group bookings.

For any information, please consult [the website](#) or contact the booking service by email at groupe@betico.nc.

ONLINE BOOKING

Any error in the data entered online regarding the route, the date of travel, the fare category and the information about the passengers, namely the category, surname, first name, email address or telephone number, is the sole responsibility of the declarant or passenger.



Inaccurate data may lead to refusal of boarding or to a request for an additional amount to be paid, particularly in the event of a change.

Tickets are automatically sent by email after the transaction. The passenger must read them in order to check the accuracy of all the data. If there is the slightest error, the passenger must contact the Company **within 24 hours after making the booking**.

The passenger must carefully and accurately provide their full contact details, enabling the Company to contact them in the territory of New Caledonia in case of emergency.



2-TRANSPORT CONDITIONS

SAFETY ON BOARD

The Captain has absolute authority to take any decisions necessary to ensure the safety and security of the ship. These decisions include, among others, refusing to board passengers or their belongings and refusing to load goods.

A- PASSENGER TRANSPORT

COMPANY LIABILITY

In the event of cancellation due to an event external to the Company, in particular force majeure (such as adverse weather conditions, strikes, etc.), the costs and risks of the stay and any direct or indirect consequences arising from one of these events shall be borne by the passengers and only the tickets will be changeable or refundable according to the fare conditions, **within a maximum of 7 days from the scheduled date of the cancelled sailing.**

Conversely, if the Company cancels or changes a sailing of its own accord, it undertakes, in agreement with the customer, to:

- Offer the customer the option to postpone to a later date at no additional cost.
- Refund the ticket according to the fare conditions.
- Reroute the customer to the destination indicated on the ticket within a reasonable time. A passenger who is not a resident of the island of the departure point concerned by the cancellation may receive a voucher covering their catering and accommodation costs only at partner establishments.

In the event of rerouting, if and when this is materially possible, the Company will inform the passenger of the procedure to follow. The Company will cover transport costs (excluding excess luggage and any goods considered as Freight), catering (excluding drinks) and accommodation, for a maximum of 3 nights and in an establishment under agreement with the Company.

The budget per meal and per person borne by the Company is a maximum of 2,000 F including tax per adult and 1,500 F including tax per child (excluding desserts and drinks).

In the event of support for rerouting, if the passenger does not present themselves at the scheduled departure, the Company does not undertake to place them on another journey. The passenger must manage the postponement of their ticket themselves, with any additional costs to be borne by them. The boat ticket will not be refunded.



If the passenger covers the costs without the prior agreement of the Company and/or in an establishment not under agreement with the Company, the latter does not undertake to reimburse them in full.

The transport contract covers only the transport provided by the Company, from the quay at the point of origin to the quay at the point of arrival. Generally speaking, the Company cannot be held liable for indirect, incidental or consequential damage under the transport contract, unless the damage caused results from the Carrier's fault or from a failure to meet its performance and safety obligations. It advises passengers who combine different types of transport during their stay (boat, international and/or domestic flight) to take out specific travel insurance for all journeys and luggage and to allow a sufficient and reasonable amount of time between journeys to deal with any operational incident on the maritime and/or air network. The Company will not refund any ticket in the event of a delay or cancellation of the connection preceding the journey and operated by a third party.

REFUSAL AND PROHIBITION OF ACCESS ON BOARD

Access on board is prohibited to any person whose attitude or behaviour is not compatible with respect for the safety of passengers or the ship, or who may disturb public order.

Furthermore, any person making threats against the company and/or staff in the course of their duties will be temporarily banned from access on board the vessel.

The Company therefore reserves the right to refuse access to the Vessel, **at the time of boarding**, to any person who falls into one of the following categories:

- having inappropriate, aggressive or even insulting behaviour towards staff and/or customers/passengers,
- dressed inappropriately,
- presenting themselves in a state of drunkenness or intoxication, or under the influence of drugs or medication,
- having caused damage to the Company's property (damage to the Maritime Station of the Islands/all agencies and/or on board the Vessel),
- refusing to submit to identity or security checks or refusing to provide proof of identity,
- having made a false declaration when booking or having committed fraud,
- requiring special assistance not requested when booking the ticket.

A passenger responsible for one or more serious incidents occurring on board or in connection with the Company and recorded by the latter may be banned from access on board for a period determined by a notified and discretionary decision of management.



LUGGAGE

Each passenger, adult and child, is entitled to an allowance of one piece of hand luggage and one piece of hold luggage. All luggage must be clearly identified with the owner's surname & first name, address & telephone number. To protect against all risks and as a safety measure, all luggage must be properly closed and secured with special padlocks or a similar system.

Any luggage may be searched by a security officer for safety and security reasons.

HAND LUGGAGE

These are bags, suitcases, boxes and small coolers whose dimensions do not exceed: 30*40*50 cm, for a maximum weight of 6 kg. Passengers are solely responsible for luggage that remains under their exclusive care.

HOLD LUGGAGE

These are bags and suitcases, whose dimensions do not exceed: 80*40*50 cm for a maximum weight of 15 kg for adults (13 years and over) and 10 kg for children (from 4 to 12 years). An additional luggage allowance of 10 kg and/or one extra piece of luggage per passenger may be permitted, which will be charged at the fare in force on the day of check-in. One additional 6 kg piece of hold luggage is allowed per infant.

Luggage is handed over to staff at check-in. Once checked in, hold luggage will no longer be accessible to passengers and will only be returned upon arrival at the destination port. Access to the hold is prohibited to passengers.

PROHIBITIONS

It is forbidden to transport any flammable, explosive, toxic, dangerous (matches, powder, cartridges, firecrackers, etc.) or prohibited material, product or object in personal hand or hold luggage.

B- FREIGHT TRANSPORT

PACKAGING

All goods to be transported must be previously packaged by the sender. The company reserves the right to request repackaging of the goods before taking charge of them or to check the contents of the packaging in the presence of the sender if there are doubts as to their condition before packaging. The packaging of the goods must be sufficiently strong to avoid any damage, breakage or deterioration. In the event of insufficient packaging, the company may make reservations on its receipt, meaning that it will be released from all liability in the event of damage during transport.



Sharp, cutting, blunt or pointed objects must be properly packaged so that the sharp or pointed edge is not exposed during reception, storage and loading. Coolers must be in good condition, have handles, their lids and must not leak. Fragile goods must bear on their packaging the handwritten wording: "Fragile" and must be reported at check-in.

VEHICLES

At the time of vehicle check-in, a copy of the following documents will be requested: vehicle registration certificate, valid insurance certificate. Upon handover, a descriptive document of the condition of the vehicle will be drawn up by the freight agent and signed by the owner.

For the Isle of Pines, an authorisation from the Town Hall is compulsory for any person who is not a resident of the island.

In the event of damage, management reserves the right to decide whether or not to cover any compensation.

ANIMALS, PLANTS AND AGRICULTURAL PRODUCTS

Transport is carried out without any guarantee against loss, illness or mortality. Animals travel under the full responsibility of their owner without insurance from our company.

Certain animals, plants and agricultural products may be prohibited from transport and/or require special authorisations. Please contact the Nouméa freight service before drop-off.

In case of doubt, it is possible to contact the following services:

- Loyalty Islands Province - Sustainable Development and Applied Research Directorate
- Environment Department - Tel: 45 51 82. Email: secddra@loyalty.nc
- Loyalty Islands Province - Integrated Economy Directorate - BP50 98820 Wé
Tel: 45 51 71. Email: dde@loyalty.nc
Veterinary: Dr Barnaud - Tel: 45 51 68 / 73 53 44 - Email: a-barnaud@loyalty.nc
- Veterinary, Food and Phytosanitary Inspection Service (SIVAP)
Directorate for Veterinary, Food and Rural Affairs (DAVAR)
- Quarantine and Animal Health Section
B.P. M2 - 98849 NOUMEA Cedex
Tel: 73 32 66 or 24 37 45
Email: davar.sivap-sa@gouv.nc for the plant service / Website: www.davar.gouv.nc
- Plant Health Defence Group (GDSV). Chamber of Agriculture, Nouméa.
Tel: 24 31 60 - Mob: 71 72 69. Email: sophie.tron@canc.nc
- Beekeeping Epidemiological Surveillance Network (RESA). Tel: 51 59 50. Email: resa@adecal.nc

ANIMALS

Animals are strictly prohibited on board the ship in passenger areas. Subject to the prior agreement of the Freight service managers, certain domestic animals (dogs or cats) transported in cages may be accepted in the hold. Depending on the animal, additional documents may be requested, such as:



- Vaccination record,
- Health certificate issued by a practising veterinarian including a clinical examination and deworming,
- Written import authorisations issued by the town hall, the customary authorities of the island of destination and the Loyalty Islands Province,
- Health certificate issued by SIVAP, which involves a protocol defining the export conditions such as the isolation period, treatments and inspections.

Bees and used beekeeping equipment are prohibited.

By way of exception to the provisions below, the Company accepts assistance dogs for people with disabilities or reduced mobility at no additional charge. They are allowed in passenger areas, including in areas where catering services are provided.

PLANTS

Certain plants are prohibited from import and export or subject to authorisation due to the risk of introducing invasive species, pests or diseases.

Such as: palm and coconut trees, manufactured compost, etc.

Consequently, the transport of these plants will be prohibited on board the vessel departing from Nouméa.

PROHIBITED HAZARDOUS MATERIAL

For safety reasons, it is forbidden to transport any flammable, explosive, toxic or hazardous (matches, powder, firecrackers, etc.) material, product or object.

In case of doubt about the hazardous nature of a product and its authorisation on board, the customer must check and report it to an agent when depositing the goods.

Any concealment or false declaration of prohibited goods will result in the liability of their owner.

Parcels may be checked by the company's agents with the express consent of the customer. In the event of opposition, the company may refuse to accept the freight.

In the event of a false declaration regarding the nature of the product or the presence of hazardous materials in a freight parcel, the customer is liable to criminal prosecution. The goods will be immediately confiscated and examined by the competent authority.



DANGEROUS GOODS AUTHORISED TO BE TRANSPORTED IN REFERENCE TO THE IMDG CODE

The following are subject to prior declaration before transport to the Company, and with the Captain's agreement:

- Weapons, which may be transported subject to providing the following documents:
- Weapon possession certificate with a copy of an identity document proving ownership as well as the current year's hunting licence.
- Weapons must be unloaded and with the breech removed. The weapon must be handed over to the Company before boarding. During the crossing, weapons are stored on board the vessel in a secure area and are returned to their owner at disembarkation.

- The transport of oxygen cylinders for medical use is authorised on presentation of a doctor's prescription.
- Gas cartridges up to a maximum limit of 2 cartridges of 450 grams.
- Everyday hygiene products: the total net quantity of these flammable products must not exceed 2 kg or 2 L maximum (for example: 4 aerosols of 500 mL each).
These items include products such as hair sprays/lacquers, perfumes and colognes, nail products/varnishes, etc.

In case of doubt about the hazardous nature of a product and its authorisation on board, the passenger must check this when booking and report it at check-in to a Company agent.

Luggage checks and security pat-downs may be carried out by authorised Company agents with the express consent of the passenger. However, in the event of opposition from the passenger, the Company may refuse access on board.

Any passenger who has embarked or placed in their luggage or in the freight any dangerous or prohibited goods, or which do not comply with customs or police laws and regulations, will be liable to the Company for the costs as well as for any damages that may result from their embarkation, without prejudice to the penalties set out by the applicable laws.

In the event of a false declaration regarding the nature of the product or the presence of dangerous or prohibited goods in any luggage or Freight, the customer is liable to criminal prosecution. The goods will be immediately confiscated and examined by the competent authority.



LABELS, MARKINGS AND SIGNS

Class labels

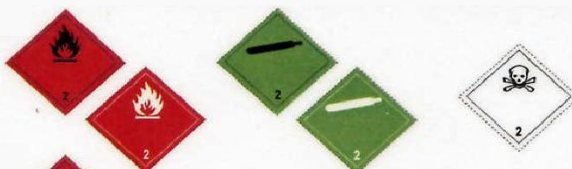
1



** Indication of the division – leave blank if explosive properties constitute the subsidiary risk.
 * Indication of the compatibility group – leave blank if explosive properties constitute the subsidiary risk.

Class labels

2



Class labels

3



Class labels

4



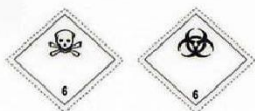
Class labels

5



Class labels

6



Class labels

7



Class labels

8



Class labels

9



MARINE POLLUTANT mark



Mark for TRANSPORT AT AN ELEVATED TEMPERATURE



Signal of WARNING FOR TRANSPORT UNITS UNDER FUMIGATION



* Insérer la mention qui convient

For further information on the use of labels, marks and signs, see section 5 of the IMDG code.



COMPLAINTS

All complaints concerning Freight must be made on the arrival of the vessel to the second officer and/or a Freight agent, who will draw up a report read and approved by both parties. In the absence of this report, no compensation may be claimed from the Company.

DELIVERY BY HOIST CLAUSE

Once the goods have been unloaded from the vessel, they will be under the exclusive responsibility of the owner of the goods.

It is therefore the responsibility of the owner to be present on the arrival of the vessel to receive the goods and to ensure the continuity of the cold chain, where applicable.

In all cases, and even in the event of unexpected or undeclared transport, these foodstuffs will not be reimbursed

by the Company in the event of theft, loss or damage suffered after the transfer of the Freight.

Any offender shall pay a surcharge equal to twice the current Freight rate.

3-DAMAGES

"By damage, the Company understands this to cover cases of death, injury, temporary or permanent incapacity, or any other loss suffered by passengers of any kind occurring during sea transport (including loading and unloading phases)."

Passengers are responsible for any damage caused (by them or any person in their care) to the vessel, its equipment and amenities, to other passengers, to their luggage, to the staff and to third parties, as well as for any penalty, fine or other sanction attributable to them and imposed by any authority, in particular administrative or judicial.

Damage to luggage (loss, damage):

Any claim will be admissible if the damage is noted immediately upon disembarkation in the presence of both parties and if the Company's liability is established. The "Loss and damage certificate" form completed by the passenger and countersigned by the second officer of the vessel or the SUDILES port agent shall be submitted to the Company, at the latest on the arrival of the vessel, together with the supporting invoices.

In addition to the "Loss and damage certificate" form, in the event of damage, the Company may ask the passenger to bring back their luggage for a detailed inspection.

The Company will reimburse, on presentation of invoices, only in proportion to the depreciation of the personal effects declared lost or damaged.

If the supporting invoices have not been submitted **within a maximum period of 3 months following the journey**, the Company reserves the right, without prior notice, not to follow up the claim.



Bodily injury: For bodily injury suffered by the passenger, either on board or during embarkation or disembarkation operations, the Company's liability may be invoked by the passenger themselves or their beneficiaries only under the conditions and within the limits set out by the legislation applicable in New Caledonia or by the international rules governing the liability of the sea carrier. In particular, the carrier shall compensate the victim of bodily injury in an amount equivalent to the unit of account set out in Article 3 of the 2002 Athens Convention relating to the transport of passengers and their luggage by sea, within the limits set out in Article 7 of the same convention (Paramount clause). For any damage suffered to their person, the passenger must report it at the latest on the arrival of the Vessel on the same day and send reservations to the Company by registered letter with acknowledgement of receipt, no later than 48 hours after the date of disembarkation. If the passenger fails to comply with this obligation, they will be presumed to have disembarked without bodily injury.

INSURANCE

Goods and luggage are insured against ordinary transport risks (breakage, fall, impact). Customers wishing to insure special risks (oxidation, fragility, theft, etc.) or values higher than the carrier's limitation of liability are required to take out additional insurance with their own insurer.

Depending on the goods transported, the company offers insurance (excess charged).

In the event of loss or damage, in order to be eligible for a refund, the customer will be required to provide the invoice. The company reserves the right to assess the amount to be refunded according to its purchase date (depreciation).

If the customer does not have supporting documents, compensation based on weight may be offered: 100frs/kg

The following are excluded from any compensation:

- **For the transport of drivable vehicles entrusted to the insured:**

Scratches and scuffs to bodywork, paintwork and varnish, rust and/or oxidation, puncturing of tyres, theft of car radios and any accessory not firmly fixed to the vehicle such as windscreen wipers, radio and/or telecommunication aerials, wheel trims, badges and others.

- **For the transport of freight, various goods (non-perishable dry products):**

Any damage attributable to wear and tear of the insured goods due to their condition as used and second-hand goods, radio reception, navigation or telecommunication devices or equipment including aerials fitted on board the carrier vehicle, any type of portable device or equipment and accessories (mobile phone, music player, PDA, GPS or computer), cash, credit cards, chequebooks or any other security or item of value, jewellery or objects made of precious metals).

As a reminder, the company declines all liability in the event of theft by hoist. Passengers are advised not to place money, valuables, or fragile items in their luggage,



the Company declining all liability in this respect in the event of loss, disappearance, theft and/or damage. Hand luggage is under the exclusive supervision of the passenger.

4-PROCESSING OF PERSONAL DATA

Unless otherwise stated, the personal data of individual customers collected by the Company, as data controller within the meaning of the French Data Protection Act, is intended for the nominal registration of passengers made compulsory by maritime regulations, the processing of invoicing and communication, in particular commercial communication, relating to the organisation of journeys. Under no circumstances may this data be used for any purpose other than those referred to above. The Company undertakes to protect and ensure the security and confidentiality of its customers' personal data in accordance with regulations, in particular by taking all customary precautions to prevent the data from being distorted or damaged or accessed by unauthorised third parties.

The Company does not retain the personal data of individual customers for more than three years from the date on which the data is collected.

The Customer has, at any time, a right of access, rectification, objection and deletion of their personal data, within the limits of the Carrier's legal obligations. To exercise these rights, the Customer sends a request by email [to dpo@betico.nc](mailto:dpo@betico.nc), accompanied by a copy of an identity document bearing the customer's signature. A response will be sent within a **maximum period of two months**.

5-FINAL PROVISIONS

These general provisions also apply in the event that a replacement vessel is put in place and chartered by the Company from another shipowner. All limitations, exemptions and stipulations concerning the Company's liability also apply, where appropriate, to its staff and other representatives of the vessel, as well as to the owners, employees and other representatives of any replacement vessel.

SPECIFIC PROVISIONS RELATING TO CROSSINGS OPERATED BY THE VESSEL SEABREEZE 2 TO THE ISLE OF PINES

As part of the continuity of the maritime service to the Isle of Pines, certain crossings may exceptionally be operated by the vessel SEABREEZE 2, as a replacement for or in addition to the vessel BETICO 2.

These crossings are marketed and operated by the company SUDILES, under the same fare conditions as those applicable to crossings operated by BETICO 2, subject to the special provisions set out in this article and the application of these general terms and conditions of sale and transport.

Due to the technical characteristics and specific capacities of the vessel SEABREEZE 2, the following special conditions apply:

- the transport of freight is not authorised on crossings operated by the vessel SEABREEZE 2;



- no excess luggage can be accepted; passengers must strictly comply with the authorised luggage allowances and limitations;
- the embarkation and disembarkation points may differ from those usually used for crossings operated by BETICO 2; these points are specified at the time of booking and indicated on the ticket;
- the timetables, operating conditions and journey times may be adjusted according to the technical, nautical or operational constraints specific to the vessel.

The passenger is informed that additional information relating to the operating arrangements for crossings operated by the vessel SEABREEZE 2 is made available on the website of the Company SUDILES.

At the time of booking, the passenger is informed of the identity of the vessel operating the crossing. This information also appears on the booking confirmation as well as on the travel ticket.

Any booking of a crossing operated by the vessel SEABREEZE 2 implies that the passenger acknowledges having read these special provisions and accepts them without reservation.

6-COMPANY CONTACT DETAILS

For any further information, the Company can be contacted on 26 01 00 during opening hours. Below are the email addresses of the various departments:

- FREIGHT DEPARTMENT: fret@betico.nc
- ACCOUNTS DEPARTMENT: compta@betico.nc
- SALES DEPARTMENT: serviceclient@betico.nc
- GROUP BOOKING REQUEST (more than 10 people): groupe@betico.nc

