



GENERAL TERMS AND CONDITIONS FOR SUDILES - BETICO SHIP

GENERAL INFORMATION

Any purchase of services made on the www.betico.nc website, by telephone from our remote sales service, from external and approved agencies or in the Betico agencies leads to acceptance by the customer of the General Terms and Conditions of Sale, the General Terms and Conditions of Transport and any special conditions pertaining to the service(s) chosen.

The general terms and conditions can be viewed at the Betico offices and are available at all times on the website www.betico.nc.

Any purchase of boat tickets is regulated by the texts applicable in New Caledonia, in particular:

- decree No. 84-810 of 30 August 1984 on the protection of human life, onboard safety and pollution prevention;
- the decree of 23 November 1987 on the safety of ships and the requirements of the applicable divisions (n°160, 170, etc);
- the provisions of the Transport Code as applicable in New Caledonia;
- these terms and conditions.

SUDILES reserves the right to modify or, more generally speaking, renew these general terms and conditions at any given time without prior notice.

INSURANCE

Goods and luggage are insured against ordinary transport risks. Customers who want to be insured for any specific risks (oxidation, breakage, theft, etc.) or for sums in excess of the carrier's limitation of liability are required to take out additional insurance with their own insurer.

Depending on the goods being transported, insurance will be offered.

In case of loss or damage:

- the invoice(s) for the purchase of the goods will be required.
- Reimbursement will be made in proportion to the value that the customer has declared at the time of registration. In the event of a false declaration, the client cannot modify it, which they expressly accept.

The following is excluded from any compensation:

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

Scratches and scuffs to the bodywork, paintwork and varnish, rust and/or oxidation, punctured tyres, theft of car radios and any accessories not firmly attached to the vehicle such as wiper blades, radio and/or telephone reception antennas, wheel covers, car badges/emblems and other accessories.



- **For the transport of general cargo (non-perishable dry goods):**

All damage due to wear and tear of the insured goods because of their current condition and if they are second-hand, radio reception equipment, guidance or telecommunication devices or equipment including antennas carried on board the vehicle, any type of portable device or equipment and accessories (mobile phone, walkman, tablet, GPS or computer), cash, credit cards, chequebooks or any other valuables, jewels or objects made of precious metals).

As a reminder, Passengers are encouraged not to place any money, valuables or fragile objects in their luggage, as the Company declines all responsibility in the event of loss, disappearance, theft and/or damage. Hand luggage is under the sole supervision of the passenger.

1- TERMS AND CONDITIONS OF SALE

DEFINITIONS

Company: Refers to the SUDILES shipping company, known as BETICO, which issued the ticket and/or the CARGO reservation letter.

Ticket: Refers to the document issued by the Company, entitling the user to travel to the indicated destination. It may not be given to a third party or transferred.

Cargo: Refers to the price of transport of goods, but also to all the goods that can be transported.

Sender: Refers to the natural or legal person sending the goods.

Recipient: Refers to the natural or legal person receiving the goods.

CONTACT AND CUSTOMER INFORMATION

When purchasing services, the passenger must provide contact information, preferably a local mobile telephone number. The customer must be reachable at all times by the Company for any information regarding the transport. For customers who do not have a local mobile phone number, they must provide upon reservation, at the point of sale or on the website, a valid email address that they regularly check. If possible, they should provide the name of the hotel or other accommodation where they are staying on arrival. The Company declines all responsibility if the message, email or call does not reach the passenger, especially if the telephone number or email address provided is incorrect or unavailable.

When depositing Cargo, the sender must also provide the recipient's telephone contact.

The customer must check the information regarding the services they purchase (dates, destinations, names, package description, etc.) and report any errors or anomalies at the time of purchase. Any errors regarding the surname, name, destination, package description, email address or telephone number is the sole responsibility of the registering Passenger/Customer.

JOURNEY SCHEDULES

The timetable shown is subject to change without notice, we recommend that you enquire the day before your departure.

PASSENGER OBLIGATIONS

Passengers should arrive at the boarding port with their ticket and an original and valid piece of identity:

Nouméa:

- Arrival one hour prior do the ship's departure time;
- Ticket sales close thirty minutes before the ship's departure time;
- End of check-in twenty minutes before departure.

Ile of Pines:

- Arrival one hour prior do the ship's departure time;
- Ticket sales and check-in close ten minutes before the ship's departure time.

Lifou, Maré Island and Ouvéa:



- Arrival two hours prior do the ship's departure time.
- Ticket sales and check-in close twenty minutes before the ship's departure time.

From this time on and until the ship sets sail, no passengers may embark. No refund will be issued and no support will be provided (hotel, plane ticket, etc.).

CARGO DEPOSIT

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

coolers, boxes, trunks and boxes with dimensions exceeding: 60*40*40 cm and/or weight exceeding 25 Kg;

- foodstuffs (yams, rice, meat, chicken, etc.), transported in and out of coolers;
- plants (flower, houseplants, etc.);
- domestic animals within the limits outlined in these terms and conditions;
- all vehicles (including bikes and motorbikes).

For all packages, coolers, etc. over 25 kg, please contact the Cargo Department before making your deposit. You may be asked to divide your package into several packages in order to make them lighter and to ensure that they are handled in compliance with safety standards.

The nature of the goods must be declared at the time of deposit. In case of false declaration or the unintentional discovery of dangerous or forbidden material, the customer is liable to criminal prosecution, with immediate confiscation of the goods and a report may be transmitted to the competent authorities.

Departure from Nouméa: Goods must be checked in at the Cargo Department the day before the ship's departure and no goods (cargo) are accepted on the day of departure.

Departure from Loyalty Island :

Due to the lack of port infrastructure and cold rooms, the reception of cargo, listed above, is done on the day of departure.

In addition, coolers, crates, trunks and cartons **of any size** are considered as Cargo and as such are charged at the applicable Cargo rates.

IDENTIFICATION DOCUMENTS

The identity documents accepted for all ticket reservations, for check-in at the departure station or agency and for boarding the ship are the French or foreign identity card, French or foreign passport, French or foreign driving licence, temporary residence permit, resident card, certificate of residence of an Algerian national, the card of a national of a member state of the European Union or of the European Economic Area, the receipt of application for an identity document, in the event that the application for an identity document is in progress, a declaration of loss from the local police force, in the event that the identity document is lost, the family record book (Livret de Famille) for children under 13 years of age, provided that one of the parents can prove his or her identity with one of the above-mentioned documents, the birth certificate for children under 13 years of age, the current year's transport card. These documents must be valid on the date of travel.

For the purchase of tickets, the presentation of one of the above-mentioned documents is mandatory (photocopies are accepted).

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

PASSENGERS' RESPONSIBILITIES

Passengers undertake to comply, on board the ship, with the regulations established by the Company and to abide by the instructions given to them by the members of the crew.



They only have access to public areas such as lounges, sun-deck, snack bar, sanitary facilities. The crew may carry out random checks at any time.

SUPERVISION OF CHILDREN

The Company accepts young children (under the age of 4) only if they are accompanied by one of their parents or an adult over the age of 18: their tickets must be bought at the same time as the accompanying adult and must be listed in the same reservation record.

For security reasons on board, the Company does not accept children between the age of 4 and 13 to travel without a parent, legal guardian or adult over 18. However, children within this age range may travel under the supervision of one accompanying adult over 18 years of age (except for disabled persons), with a maximum of 10 children for one adult.

All accompanying persons expressly agree to complete and sign a form provided by the sales agent at the time of booking, certifying that the information provided on this form is accurate.

It should be noted that in the event of a false declaration, the customer may be refused boarding.

During the entire journey, children must remain under the supervision of the parent or accompanying adult.

PASSENGERS REQUIRING SPECIAL ASSISTANCE

Persons requiring special care (e.g. medication allergies), or assistance in case of emergency, should indicate this at the time of booking in order to check the conditions of transport. The support of the crew is effective from the moment of boarding the ship until disembarkation. The following persons with reduced mobility are concerned:

- People who use wheelchairs or have one or more of the following disabilities: physical, visual, hearing, cognitive, mental or psychological;
- People who are 1.40m or less in height;
- Women who are 5 months pregnant or more;
- Persons over the age of 75;
- Persons who have difficulty walking;
- Persons travelling with children under the age of 4;

Pregnant women can go on a sea voyage up to 7 months into their pregnancy. It is mandatory to inform the Company of this at the time of booking. Pregnant women and people with medical conditions requiring special treatment are advised to seek medical advice before travelling.

The Company may refuse disabled or reduced mobility persons to travel if:

- the transport of the person in question is impossible under safe or operationally feasible conditions;
- Their number exceeds the number of places reserved for them on board;
- The dimensions of the ship or its access doors make it physically impossible for them to embark;
- The conditions at sea or the wind could put these persons in danger.

The Company does not require an accompanying person but may refuse a disabled or reduced-mobility passenger if it considers it is not safe for them to travel.

FARE, PAYMENT METHOD AND CONDITIONS OF VALIDITY

Regardless of the date of issue of the ticket and/or the date of deposit of Cargo, it is expressly agreed that the fare is calculated according to the applicable rates on the day of the reservation. Prices include all taxes. Prices are expressed in CFP Francs (XPF) Payment can be made by card or in cash. Due to the numerous payment failures, cheques are no longer accepted.

The applicable TGC rates are indicated on receipts and invoices. They may vary according to the services and destinations if the chosen destination is covered by a provincial agreement/contract.



A handling fee is applicable for all ticket and/or cargo bookings and is non-refundable in the event of cancellation by the customer.

Special rates may apply for certain professions and holder's of transport cards. For any supplementary information, please enquire at your local Betico agency.

ADDITIONAL SERVICES

Additional services may be purchased according to the applicable pricing conditions. These services, such as the advance booking of meals at the snack bar, additional luggage, excess luggage, etc. are subject to the same rules as passenger services (ticket). They can only be used on the day of the scheduled crossing.

CUSTOMER ACCOUNT

An account opening contract must be completed and signed by the customer and the Company beforehand. Please contact the company for details about how to open a customer account.

Ordering conditions :

For placing of orders, an estimate is communicated to the customer and the order is considered as finalised after being signed, preceded by the words "approved, agreed" by the customer or acceptance by e-mail.

Payment and invoicing conditions :

Invoices must be paid within **30 days of issuance**.

Late payment or failure to pay :

Failure to pay an invoice entitles the Company to suspend the contract, in particular by blocking the customer account, and to suspend all the Customer's services.

Failure to pay shall also result in the expiration of any other time limits and shall render all other claims immediately due and payable.

Subject to any legal action concerning the sums due, any delay in payment will result in late payment interest, calculated in accordance with the applicable regulations, and without any obligation to send a formal notice. Any additional costs (e.g. in the event of collection by a bailiff) may be claimed from the customer upon presentation of proof of payment.

COUNTRY CONTINUITY TICKETS

When booking, the passengers must provide their Transport Card issued by Air Calédonie. New Caledonia partially finances Continuité Pays tickets. The regulatory conditions are as follows: valid one-way, from Nouméa, the Loyalty Islands or the Isle of Pines depending on the passenger's island of residence, subject to availability.

No refunds, cancellations or name changes are possible in the event of cancellation of a journey or at the request of the passenger. It is only possible to transfer the ticket to another date depending on the availability of seats.

SOLIDARITY TRANSPORT TICKETS

For bookings, the passengers concerned must present their ID, their Medical Aid Card and the transport voucher issued by the Loyalty Islands Province. The regulatory conditions are as follows: valid only for round trips from the Loyalty Islands or the Isle of Pines depending on the passenger's island of residence, subject to availability. The medical aid card must be valid at the time of the trip.

No refunds or name changes are possible in the event of cancellation of a crossing or at the request of the passenger. It is only possible to transfer the ticket to another date depending on the availability of seats and the validity of the medical aid card.

GIFT CARDS

They are issued in the form of vouchers and can be purchased at all Betico points of sale or on the online booking site www.betico.nc. The value of the vouchers is determined at the time of purchase. The beneficiary may use them



only for the purchase of services offered by the Company (Tickets or Cargo) in Betico agencies or online (not usable on board the Vessel) on all confirmed Betico voyages and subject to availability. Depending on the number of services chosen, there may be an additional charge. Gifts vouchers may only be used once, if the total amount is not reached, the difference is not refunded (no change given). However, they can be supplemented by another means of payment (cash, bank card). **The validity period for booking and travelling is 6 months (from the date of purchase).** After this period, they are considered forfeited. They may not be sold or refunded.

MODIFICATION / CANCELLATION OF TICKETS OR CARGO BY CUSTOMERS

Should the passenger make a MODIFICATION (date, name, destination) or CANCELLATION at their own discretion, **a fee is charged per journey and per ticket within the time limits set by the company. The amount and time period of the fee may vary depending on the pricing conditions of the chosen service.** For promotional tickets and offers listed in magazines, guides and press materials, the passenger should refer to the specific conditions of the offer available at the agency or online at www.betico.nc.

Rates are subject to availability and may vary according to the time of travel: In the event of a change of travel date at the customer's request, if the original fare category is no longer available and/or the travel period changes, the customer must pay the fare difference in addition to any change fees.

All services deemed to be CARGO and purchased as a return fare are modifiable and refundable if the outward journey has not yet been used. In addition, depending on the applicable pricing conditions, modification or cancellation fees may be charged.

All services deemed to be travel tickets and purchased as a return fare are only modifiable (not refundable) if the outward journey has already been used. In addition, depending on the applicable pricing conditions, modification or cancellation fees may be charged.

For any request to change or cancel tickets free of charge for a justified reason (health, bereavement, etc.), proof (doctor's certificate, death certificate, etc.) is required and must be presented to the sales agent **within 7 days** (from the date of the planned trip) for the request to be accepted. Only the passenger in question, their partner and their children may ask for a modification or cancellation free of charge. No refund is possible if the supporting documents are presented after the request has been processed. Refunds are only possible through bank transfer. In this case, any handling fees are non-refundable.

When a journey is cancelled, the modification or refund of the ticket must be claimed from the Ship Company **within 7 days** (from the date of the cancelled crossing). The refund is only valid for tickets purchased at retail price.

WAITING LIST

Waiting lists are made at "the last minute" the day of departure when not enough seats are available. Twenty people may be listed on the aforementioned list and to do so they must arrive on the day of departure at 5.30am at the Nouméa port, with a valid piece of identity. Payment must be made of **the current applicable rates. The available payment methods are by card or in cash.**

At the end of the check-in and boarding of the passengers who are present at the moment of departure and subject to the availability of seats, the First Officer indicates the number of people who can board.

Boarding is done in order of priority according to the list established beforehand, it is possible that some people may not be able to board due to lack of seats.

The applicable fares for the waiting list are available at the ticket office or upon request on board, and are indicated at the time of registration on the list.

GROUP BOOKINGS

Special booking conditions and rates may be offered for groups.

For more information, please contact our booking department by email at groupe@betico.nc.



ONLINE BOOKING

Any error in the data entered online concerning the route, date of travel, fare class and passenger information, i.e. category, surname, first name, e-mail address or telephone number, is the sole responsibility of the person making the booking or passenger.

Inaccurate information may lead to being denied the right to board or a request for additional payment.

Tickets are automatically emailed once payment has been accepted. The passenger must check the tickets to ensure all the included information is accurate. In the event of any discrepancies, the passenger must contact the Company **within 24 hours of making the booking.**

Passengers must indicate carefully and precisely their contact information to ensure the transporter can contact them on the territory of New Caledonia in case of emergency.

2- TRANSPORT CONDITIONS

ON-BOARD SAFETY AND SECURITY

The Captain has absolute authority to make decisions that are necessary to ensure the safety and security of the ship. These decisions include, among others, refusing to embark passengers or their belongings and refusing to load certain goods.

A- PASSENGER TRANSPORT

COMPANY RESPONSABILITY

The Captain and the Company are not responsible for rerouting, in particular in the event of the rescue of another ship, nor for changes in itineraries, nor for interruptions of services or delays in the ship's departures and arrivals, nor for cancellations of the ship's crossing, which may result from events beyond their control, such as unfavourable weather conditions, special scheduled changes to the Islands, cases of quarantine, war, or total or partial strikes by the Company's personnel or third parties. Passengers waive all such claims. The costs and risks of the stay and any direct or indirect consequences

caused by one of these events will be borne by the passengers and only the tickets are modifiable or refundable (except for special fares and offers), within a maximum of **7 days from the scheduled date of the cancelled crossing.**

As an exception to the above provisions, in the event of cancellation of a crossing due to technical problems with the ship, all passengers must contact the Company's sales department to request either a refund of the price of the ticket or re-routing to the final destination as soon as possible.

Re-routing is the process of re-routing a passenger who is stranded at one of our destinations due to a cancellation of a journey caused by a technical problem. Any passenger with a return ticket of which the outward ticket has not yet been used is not entitled to re-routing as they are not considered to be stuck.

In the case of re-routing, if and when materially possible, the Company will inform the passenger of the appropriate steps to take. The Company will pay for transport (excluding excess luggage and all goods considered as Cargo), catering (excluding drinks) and accommodation, for a maximum of 3 nights and in an establishment contracted by the Company.

The budget per person and per meal that may be charged to the Company is 2,000 XPF per adult and 1,500 XPF per child (excluding drinks and desserts).

If the passenger fails to present themselves for the rerouting trip planned by the Company, they have no obligation to reschedule a crossing for the passenger. The passenger shall organise re-scheduling their trip and this may incur additional fees. The boat ticket will not be refunded.



If the passenger bears the costs without the prior agreement of the Company and/or in an establishment not approved by the Company, the Company is not obliged to reimburse them in full.

The transport contract only covers the transport provided by the Company, from the quay at the point of origin to the quay at the point of arrival. More generally, the Company cannot be held responsible for indirect, subsidiary or consequential damage to the transport contract. It recommends that passengers who combine different types of transport during their stay (ship, international and/or domestic flights) take out specific travel insurance for all journeys and luggage and allow sufficient and reasonable time between journeys to cover any operational incidents on the sea and/or air network. The Company may not be held liable for an incident caused by another transporter. All limitations, exemptions and stipulations of this contract concerning the liability of the Company, shall also apply, where applicable, to the liability of its agents, ships, employees and other representatives, and also to the liability in the event of it being incurred, by the owners, agents, employees and other representatives of any substituted ships.

REFUSAL OF ACCESS ON BOARD

Access to the ship is denied to any person whose attitude or behaviour is not respectful of the other passengers' safety or to the ship, or who is likely to be harmful to the general public. For these reasons, people who are inebriated and/or under the influence of drugs are not allowed on board. Possession and consumption of alcohol and drugs is not authorised on board;

SUDILES reserves the right to deny access to the ship, when embarking, to any person who:

- shows inappropriate, aggressive or insulting behaviour with regard to the personnel and/or customers/passengers.
- who is under the influence of alcohol or drugs,
- causes any damage to the Company's property (damage to the Islands Ferry Terminal/all Betico branches and/or on board the Ship),
- fails to pay (bounced cheque),
- refuses to comply with identity or security checks or refuses to provide proof of identity,
- makes a false declaration when reserving or defrauds.
- requires specific assistance that was not requested when booking the ticket.

Passengers at the origin of one or more serious incidents on board or in connection with the Company and reported by the latter, may be banned from boarding for a determined period of time, notified by and at the discretion of the Company's management.

The sale of tickets for these persons is automatically blocked on the booking software.

LUGGAGE

All passengers, both adults and children, are entitled to one piece of hand luggage and one piece of registered luggage. All luggage must be identifiable with the owner's surname, first name, address and telephone number. To protect against all risks and for security reasons, all luggage must be properly closed and secured with a padlock or a similar system.

HAND LUGGAGE

This includes bags, suitcases, boxes and small coolers that do not exceed : 30*40*50 cm, for a maximum weight of 6 Kg. Passengers are fully responsible for their luggage, which remains in their sole custody.

CHECKED-IN LUGGAGE

This includes bags and suitcases that do not exceed: 80*50*40 cm, for a maximum weight of 15 Kg for adults (13 years and older) and 10 Kg for children (from 4 to 12 years). An extra 10kg luggage supplement is possible and shall



be charged at the applicable rate when registering the luggage. An extra 6kg piece of luggage is authorised for infants. Adults and children with tickets purchased at the ZEN fare are entitled to an additional 10kg of luggage, **which equals to one 25kg bag for adults and one 20kg bag for children.**

The Company recommends not leaving any money, precious items, valuables or fragile items in luggage, as the Company declines all responsibility in this respect in the event of loss, disappearance or theft and or damage. Unclaimed luggage will remain in port at the expense and risk of its owners. **After three months**, any uncollected luggage will be considered as permanently abandoned.

Luggage is given to the ship personnel at check-in. Once the hold luggage is registered, passengers no longer have access to it and it is handed back over to passengers upon arrival at the destination. Passengers are not allowed to enter the cargo hold.

PROHIBITED ITEMS

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

B- CARGO TRANSPORT

RULES

This transport contract is governed by the French law of 18 June 1966 on chartering and maritime transport contracts and by its applicable decrees and laws for all parties.

In all other cases of express agreement by the Brussels International Convention of 25 August 1924 for the Unification of Certain Rules of Law relating to Bills of Lading.

Furthermore, by the following clauses and conditions insofar as they add to or derogate from these laws, decrees and conventions.

If any of these terms and conditions are prohibited in whole or in part by applicable law or regulation, they shall, but only to that extent, be deemed nugatory.

Regardless of the applicable law or regulation, the transport operator does not waive any of the rights, defences, exemptions or limitations or liability contained in such laws and regulations.

SPECIAL CONDITIONS

Thanks to its configuration, the high-speed vessel "Bético 2" is a passenger ship that can also carry goods under very special conditions.

Furthermore, the date of departure indicated to the customer when registering may vary due to changes in the journey and for technical reasons. This change of transport date does not result in any compensation.

PACKING

All goods to be transported must be pre-packed by the sender. SUDILES reserves the right to ask for the goods to be repacked before acceptance or to check the contents of the package in the presence of the sender if there are doubts as to its condition prior to being packed. The packing must be sturdy enough to prevent damage, breakage or spoilage.

Sharp, cutting, blunt, pointed objects must be properly packed so that the sharp or pointed edge is not exposed during collection, storage and loading. Coolers must be in good conditions, have handles, all necessary plugs and not leak. Fragile goods must have the following written on them: "FRAGILE" and this must also be indicated at check-in. In the event of insufficient packaging, the company may make a note on the invoice, i.e. it will be exempted from any liability in the event of damage during transport.

FOOD STUFFS



All foodstuffs that are difficult to store and/or present a risk of contamination can only be transported in a cooler equipped with handles for easy handling, well closed and with a lid that is perfectly watertight to avoid any risk of spillage.

VEHICLES

At the time of registration, a copy of the following documents is required: vehicle registration document, valid insurance certificate, proof of address for residents. A document describing the condition of the vehicle is drawn up by the Transport Agent and signed by the owner.

ANIMALS, PLANTS, AGRICULTURAL PRODUCTS

The transporter cannot be held liable for loss, illness or death during transport. Animals travel under the full responsibility of their owners without insurance.

Certain animals, plants and agricultural products may be prohibited from being transported and/or require special authorisations. Please contact the Cardo service in Nouméa for more information regarding this. We recommend that you contact the Loyalty Islands Province or the following services as early as possible before the planned transport date in order to obtain the necessary information and documents.

Contact information:

- Loyalty Islands Province - Sustainable Development and Applied Research department
- Environmental service Phone: 45.51.82. Email sec_ddra@loyalty.nc
- Loyalty Islands Province - Integrated Economy department - BP50 98820 Wé
Phone: 45 51 71. Email sec_dei@loyalty.nc
Vet: Dr Barnaud – Phone: 45 51 68 / 73 53 44 - Email: a-barnaud@loyalty.nc
- Veterinary, Food and Phytosanitary Inspection Service (Service d'Inspection Vétérinaire, Alimentaire et Phytosanitaire - SIVAP)
Veterinary, Food and Rural Affairs department (Direction des Affaires Vétérinaires, Alimentaires et Rurales - DAVAR)
Quarantine and animal health division
B.P. M2 - 98849 NOUMEA Cedex
Phone: 41.25.36. Email : davar.sivap-sa@gouv.nc / Website: www.davar.gouv.nc
- Plant Health Defense Group (Groupement de défense sanitaire du végétal - GDSV). Chamber of Agriculture, Nouméa
Phone: 24.31.60 – Phone: 71.72.69. Email: sophie.tron@canc.nc
- Apiculture Epidemiological Surveillance Network (Réseau d'Epidémio Surveillance Apicole - RESA).
Phone: 51 59 50. Email: resa@adecal.nc

ANIMALS

Animals are strictly forbidden on board the ship in passenger areas. Subject to the prior agreement of the Cargo Department, certain domestic animals (dogs or cats) transported in cages may be admitted in the cargo hold. Depending on the animal, additional documentation may be required, such as:

- Vaccination card,
- Health certificate issued by a veterinary practitioner including a clinical examination and parasite control,
- Written import authorisations issued by the local council, the customary authorities of the island of destination and the Loyalty Islands Province,
- Health certificate issued by SIVAP which involves a protocol defining export conditions such as isolation period, treatments and inspections.

Bees and beekeeping equipment are not allowed on board.



Exceptionally to the provisions above, the Company accepts assistance dogs for disabled persons or persons with reduced mobility at no extra charge. They are allowed access to passenger areas, including catering areas.

PLANTS

Certain plants are not allowed to be imported or exported or are subject to authorisation because of the risk of introducing invasive species, pests or diseases.

These include: palm and coconut trees, compost, etc.

PROHIBITED DANGEROUS MATERIALS

For safety reasons, it is forbidden to carry any flammable, explosive, toxic or dangerous material, product or object (matches, powder, cartridges, firecrackers, etc.);

If there is any doubt about the safety of a product and its authorisation on board, the customer must check this and report it to a company agent when the goods are deposited.

The owner is liable of any concealment or false declaration of prohibited goods.

Company agents may check the content of a package with the customer's full consent. In case of any objection, the Company may refuse to accept the cargo.

In the event of a false declaration on the nature of the product or the presence of hazardous materials in a cargo package, the customer is liable to criminal prosecution. The goods are immediately confiscated and examined by the competent authority.

DANGEROUS GOODS AUTHORISED FOR TRANSPORT IN ACCORDANCE WITH THE IMDG CODE

- The following must be declared to the Company. ***Weapons may be transported subject to providing the following documents: Certificate of possession of a weapon with a copy of an identity document proving its ownership as well as the hunting permit for the current year.*** Guns must be unloaded and the breech must be removed. The weapon and its ammunition must be handed over to the Company before embarkment. During the crossing, the gun and ammunition are stored in a secured unit of the ship. These guns and ammunitions are returned to the owner when they debark. A maximum of 200 cartridges classified as UN0012 and UN 0014 of Class 1.4S are permitted to be carried per passenger. These
 - cartridges must be stored in their original case. These cartridges shall not include ammunition containing explosive or incendiary projectiles.
 - The transport of oxygen cylinders for medical use is permitted with a doctor's prescription.
 - Passengers are allowed to carry gas cartridges up to a maximum of 2 cartridges of 450 grams.
 - Passengers are allowed to travel with everyday cosmetics in their luggage. The total net quantity of these inflammable products must not exceed 2 kg or 2 L maximum (example: 4 aerosols containing 500ml each).

These items include hairspray, perfume, colognes, nail varnish, etc.

If there is any doubt about the safety of a product and its authorisation on board, the customer must check this and report it to a company agent when the goods are checked-in.

Luggage checks and security searches may be carried out by authorised staff with the consent of the passenger. In case of any objection, the Company may refuse access on board.

Any passenger who has taken on board or placed in their luggage or cargo any prohibited dangerous material, or which does not comply with customs or police laws and regulations, is liable to the Company for any damages and expenses resulting from them embarking, notwithstanding the penalties laid down by the applicable laws.



In the event of a false declaration on the nature of the product or the presence of hazardous materials in their luggage or cargo the customer is liable to criminal prosecution. The goods are immediately confiscated and examined by the competent authority.

TRANSPORT OF GUNS AND AMMUNITION

Weapons may be transported subject to providing the following documents: Certificate of possession of a weapon with a copy of an identity document proving its ownership.

At the time of transport, the weapons must be stripped of their breeches and dismantled in a locked case provided for this purpose, then placed on the allocated area under the responsibility of the ship's captain. The transport of ammunition is strictly prohibited on board the ship.

HAZARDOUS MATERIAL LABELS

ÉTIQUETTES, MARQUES ET SIGNAUX

Étiquettes de la classe 1

** Indication de la division – à laisser en blanc si les propriétés explosibles constituent le risque subsidiaire.
* Indication du groupe de compatibilité – à laisser en blanc si les propriétés explosibles constituent le risque subsidiaire.

Étiquettes de la classe 2

Étiquettes de la classe 3

Étiquettes de la classe 4

Étiquettes de la classe 5

Étiquettes de la classe 6

Étiquettes de la classe 7

Étiquettes de la classe 8

Étiquettes de la classe 9

Marque de POLLUANT MARIN

Marque pour le TRANSPORT À TEMPÉRATURE ÉLEVÉE

Signal de MISE EN GARDE POUR LES ENGIN DE TRANSPORT SOUS FUMIGATION

DANGER

CET ENGIN EST SOUS FUMIGATION
 AUJ [nom de l'agent de fumigation*] DEPUIS LE
 [date*]
 [heure*]

DÉFENSE D'ENTRER

* Insérer la mention qui convient

Pour de plus amples informations sur l'emploi des étiquettes, des marques et des signaux, voir la partie 5 du Code IMDG.



CLAIMS

Any claims regarding cargo must be made on arrival of the ship to the Chief Officer, a member of the crew and/or a Cargo Agent who will draw up a report, to be read and approved by both parties. If no such report is made, no compensation can be claimed from the Company.

HOIST DELIVERY CLAUSE

Due to a lack of port infrastructure in the Loyalty Islands, the responsibility of SAS Sudiles is limited to the delivery of goods under hoist. Once the goods are unloaded from the ship, they are the responsibility of the owner of the goods. Unloading shall constitute delivery and total fulfilment of the contract and the carrier shall be exempt from all liability from that moment onwards. Therefore, it is the owner's responsibility to be present when the goods arrive to reception them and ensure the continuity of the cold chain.

In any case, and including unannounced or undeclared transport, these goods will not be reimbursed by the Company in case of theft, loss or damage.

Offenders shall pay a surcharge equal to double the current Cargo rate.

3- DAMAGES

By damages, the Company means death, injury, total or partial loss, or other loss of any kind incurred as a result of, or in connection with, the sea transport.

Passengers are responsible for any damage caused (by them or any person in their custody) to the ship, its installations and amenities, to other passengers, to their luggage, to staff and to third parties, as well as for any fine, penalty, or other action attributable to them and served by any authority, particularly administrative or legal.

Luggage damage (loss, breakage):

Claims are only valid if the damage is noted immediately, at the time of disembarkation, in the presence of the Company. The "Luggage Declaration Form" completed by the passenger and co-signed by the ship's chief officer or the SUDILES port agent must be presented to the Company, at the latest on arrival of the ship, together with the supporting invoices.

In addition to the "Luggage Declaration Form", in case of any breakage, the passenger may be asked to bring back their luggage for a detailed examination.

The company will reimburse on invoice only on a pro rata basis for the depreciation of personal belongings declared lost or damaged.

If the invoices are not submitted **within 3 months following the crossing**, the Company reserves the right, without prior notice, to refuse to deal with the claim.

Personal injuries:

For any bodily harm to passengers, either on board or during embarkation or disembarkation operations, the Company may only be held liable by the passenger themselves or by their legal representatives under the conditions and within the limits set by the legislation applicable in New Caledonia or the international rules governing the liability of the maritime transporter. In particular, the transporter shall compensate the victim of bodily injury at an amount equivalent to the standard unit of measure established in Article 3

of the Athens Convention relating to the Transport of Passengers and their Luggage by Sea, 2002, within the limits set out in Article 7 of that Convention (Paramount clause). In the event of any damage to their person, the passenger must report this to the Company at the latest on arrival of the Ship on the same day and send any claims to the Company by registered letter with acknowledgement of receipt, at the latest 48 hours after the date of disembarkation. Failure to comply with this requirement will result in the passenger being presumed to have disembarked without injury.



4- PROCESSING PERSONAL DATA

Unless otherwise stated, the personal data of individual customers collected by the Company, which is responsible for data processing within the meaning of the French Data Protection Act (Loi Informatique et Libertés), is used for the purpose of registering passengers by name, which is compulsory under maritime regulations, for invoicing and for communication, in particular commercial communication related to the organisation of trips. This data may not be used for any other purpose whatsoever. The Company undertakes to protect and ensure the security and confidentiality of its customers' personal data in accordance with the regulations, in particular by taking all the necessary precautions to prevent the data from being distorted, damaged or accessed by unauthorised third parties.

The Company shall not keep any of their customer's personal data for longer than three years following the date of data collection.

The Customer has, at all times, a right of access, rectification, opposition and deletion of their personal data, within the limits of the Transporter's legal obligations. To exercise their rights, the Customer must send their request by email to dpo@betico.nc, together with a copy of an identity document bearing the Customer's signature. They will receive an answer **within two months**.

5- FINAL PROVISIONS

These general provisions are also applicable in the event of a replacement ship being chartered by the Company to another shipping company. All limitations, exemptions and stipulations concerning the Company's liability shall also apply, where applicable, to its personnel and other representatives of the ship and to the owners, employees and other representatives of any replacement ship.

The illegality or invalidity of any clause, paragraph or provision of these terms and conditions shall not affect or invalidate the rest of these terms and conditions. Any dispute relating to the application of these terms and conditions shall be submitted to the sole jurisdiction of the courts of Nouméa.

6- COMPANY CONTACT INFORMATION

For any additional information, please use the following contact information.

- CARGO DEPARTMENT: 26 01 00 – fret@betico.nc / fret2@betico.nc
- TICKET DEPARTMENT: NOUMEA: 260 100
- REQUESTS FOR INFORMATION, SUGGESTIONS, PROPOSALS, SERVICE IMPROVEMENTS: serviceclient@betico.nc
- REQUESTS FOR GROUP BOOKINGS (more than 30 people): groupe@betico.nc



