

B/L Terms & Conditions

1. Definitions

"Merchant" includes the shipper, the consignee, any forwarder, the notify party the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned person, including any forwarder.

"Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

"Goods" means the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"Containers" includes any container, trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate Goods.

"Forwarder" includes forwarder, freight forwarder, NVOCC, forwarding agent or intermediary engaged by the Merchant in respect of the carriage of the Goods under this Bill of Lading.

"Ship" means the vessel named on the bill of lading and/or any substitute vessel/vessels whether named or not.

"Port to Port Shipment" arises where the place of receipt and the place of delivery are not indicated on the front of this bill of lading or if both the place of receipt and the place of delivery are within the ports indicated on the bill of lading and the bill of lading does not in the nomination of the place of receipt or the place of delivery on the front hereof specify any place or spot within the area of the port so nominated.

"Combined Transport" arises where it is not a Port to Port Shipment

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

2. Carrier's Tariff

The terms of the Carrier's applicable tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to Containers and vehicle demurrage and detention charges. A copy of the Carrier's applicable tariff is obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the Carrier's applicable tariff, this Bill of Lading shall prevail.

3. Warranty

The Merchant warrants that in agreeing to the terms hereof, he is, or has the authority of, the persons owning or entitled to the possession of the Goods and this Bill of Lading.

4. Carrier's Responsibility

4.1 Port to Port Shipment

Where the Carriage called for by the contract contained in or evidenced by this Bill of Lading is a Port to Port Shipment then:

- 4.1.1** Where the Port of Shipment is in the territory of a state or this Bill of Lading is issued in the territory of a state which is a contracting state for the purposes of the International Convention relating to Bills of Lading signed at Brussels on 25th August 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 ("the Hague-Visby Rules") the contract contained in or evidenced by this Bill of Lading shall, but only to the extent set out in sub-paragraph (4.1.3) of this sub-clause, have effect subject to the Hague-Visby Rules.
- 4.1.2** Where sub-paragraph (4.1.1) of this clause does not apply but the Port of Shipment is in a territory where legislation is in force giving compulsory effect to the International Convention relating to Bills of Lading signed at Brussels on 25th August 1924 in its unamended form ("the Hague Rules") the contract contained in or evidenced by this Bill of Lading shall but only to the extent set out in sub-paragraph (4.1.3) of this sub-clause have effect subject to the Hague Rules as enacted by such legislation.
- 4.1.3** Where this Bill of Lading is subject to the Hague-Visby Rules in accordance with sub-paragraph (4.1.1) of this sub-clause or to the Hague Rules in accordance with sub-paragraph (4.1.2) of this sub-clause the Hague-Visby Rules or the Hague Rules as to the case may be shall subject always to clause (4.2.3A) and (4.2.3B) hereof apply for the period beginning with whichever of the following operations is agreed to be first performed by the Carrier namely loading, handling, stowing or carrying the Goods on the Ship until the completion of whichever of the following operations is agreed to be the last performed by the Carrier namely carrying the Goods on or discharging them from the Ship. If the Goods are loaded or unloaded by the Merchant or persons appointed by him, such persons shall be deemed to be servants of the Merchant and not of the Carrier. If, and to the extent that any provisions of this Bill of Lading is repugnant to or inconsistent with the Hague-Visby Rules or the Hague Rules where applicable in accordance with sub-paragraphs (4.1.1) and (4.1.2) of this sub-clause such provision shall be null and void in relation to the period referred to above but no further.
- 4.1.4** In case the contract contained in or evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods Sea Act then the provisions stated in the said Act shall subject always to Clause (4.2.3A) and (4.2.3B) hereof govern the period or periods before loading and/or after discharge and throughout the entire period of time the Goods are in the Carrier's custody provided the Carrier has any responsibility in respect of any such period or periods under this Bill of Lading or otherwise. If and to the extent that any provision of this Bill of Lading is repugnant to or inconsistent with the said Act when applicable, such provision shall be void to that extent but no further.

4.1.5 Where this Bill of Lading is neither subject to the Hague-Visby Rules by virtue of sub-paragraph (4.1.1) and this sub-clause nor to the Hague Rules by virtue of sub-paragraph (4.1.2) of this sub-clause nor to the U.S. Carriage of Goods by Sea Act by virtue of sub-paragraph (4.1.4) of this sub-clause the following provisions shall apply.

4.1.5A Subject to (4.1.5B) the Carrier shall at all times when performing the contract contained in or evidenced by this Bill of Lading be entitled to the benefit of all privileges rights and immunities contained in the Hague Rules (as set out in the said Convention of the 25th August 1924 in its unamended form); but

4.1.5B If and to the extent that any of the terms conditions and exceptions set out hereunder confer wider different or more beneficial rights liberties or immunities upon the Carrier than those set out in the said Convention the Carrier shall be entitled to rely on the terms, conditions, exception, rights, liberties or immunities set out hereunder whether or not they relieve the Carrier from liability for loss or damage to or in connection with the Goods which would otherwise fall upon the Carrier by virtue of the Hague Rules.

4.1.6 Nothing herein contained shall prevent the Carrier from claiming in the courts of any country the benefit of or derogate in any way from the statutory protection or exemption from or limitation of liability afforded to the Carrier or to the Ship by the law of that or of any other country.

4.1.7 subject to the sub-paragraph (4.1.1), (4.1.2), (4.1.3), (4.1.4) and (4.1.5) of this sub-clause the Carrier shall not to be responsible for loss or damage to or in connection with the Goods of any kind whatsoever (including deterioration, delay or loss of market however caused whether by unseaworthiness or unfitness of the Ship or by faults, errors or negligence or otherwise howsoever). In particular and without prejudice to the generality of the foregoing: -

4.1.7A The Carrier shall be under no such responsibility

4.1.7A (I) at any time prior to the loading of the Goods onto and subsequent to the discharge of the Goods or part thereof from the Ship when but for the provisions of this sub-paragraph such Goods would be the responsibility of the Carrier and

4.1.7A (II) in respect of live animals or cargo which in this Bill of Lading is stated as being, carried on deck and is so carried none of which is subject to the Convention or Legislation referred to in sub-paragraphs (4.1.1), (4.1.2), (4.1.3),(4.1.4) and (4.1.5) of this sub-clause at any time when but for the provisions of this sub-paragraph such Goods would be the responsibility of the Carrier.

4.1.7B Unless this Bill of Lading is subject to the Hague-Visby Rules in accordance with sub-paragraph (4.1.1) of this sub-clause or to the Hague Rules in accordance with sub-paragraph (4.1.2) of this sub-clause or to the U.S. Carriage of Goods by Sea Act in accordance with sub-paragraph (4.1.4) of this sub-clause the Carrier shall not be liable for loss of or damage to or in connection with the Goods or part thereof of any kind whatsoever including deterioration, delay or loss of market arising or resulting from unseaworthiness (whether or not due diligence shall have been exercised by the Carrier, his servants or agents or others to make the Ship seaworthy) act, neglect, or default of the master, mariner, pilot or the servants or agents of the Carrier in the navigation or in the management of the Ship or in the care of the cargo, fire, perils, dangers and accidents of the sea or other navigable waters, act of god, act of war, act of public enemies, arrest or restraint of princes or rulers or people or seizure under legal process, quarantine, restrictions, act or omission of the Merchant or his agents or representatives, strikes or lock out or stoppage or restraint of labour from whatsoever cause whether partial or general, riots and civil commotions, saving or attempting to save life or property at sea, wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the Goods, insufficiency of packing, insufficiency or inadequacy of marks, latent defects, any other cause whatsoever, whether or not of a like kind to those above mentioned and including negligence on the part of the Carrier, his servants, agents or others.

4.2 Pre-Carriage and On-Carriage

4.2.1 If the Merchant shall request the Carrier to effect any pre-carriage or on-carriage of the Goods or to collect or deliver the Goods from or to any inland point, the Carrier shall be under no liability for any loss or damage, occurring during any period of pre-carriage or on-carriage of the Goods save that he shall be under an obligation as forwarding agent acting for and on behalf of the Merchant to make reasonable arrangements at his discretion for the pre-carriage or on-carriage of the Goods by Carriers regularly engaged in business in transportation between the relevant points of departure or destination. The contracts for pre-carriage or on-carriage, as the case may be, shall take effect as Contracts between the Merchant and the on-carrier or pre-carrier made through the agency of the Carrier.

4.2.2 The responsibility of each Carrier acting as such is limited to that part of the transit actually undertaken by him. The Merchant constitutes the Carrier his agent to enter into contracts with others for storing, lightering, transhipping or otherwise dealing with the Goods prior to or in the course of or subsequent to any transport without responsibility for any act neglect or omission the part of the Carrier, who may as such agent take contracts of Carriage from the forwarding conveyance in any form which shall comply with the law at the Port or Place from which the Goods are shipped or forwarded even though the terms of such contracts of Carriage be less favourable in any respect whatsoever to the Merchant than the terms of this Bill of Lading. Unless the value of the Goods is declared at the time of shipment and is stated hereon and extra freight as may be agreed upon is paid, the Carrier shall in no event be under any obligation to declare to the on-carrier any valuation of the Goods even though the on-carrier's contract of Carriage contains a valuation or limitation of liability less than that contained in this Bill of Lading. If the Goods cannot be forwarded immediately to destination any charges incurred for storage shall be borne by the Merchant. If the Goods are forwarded by more than one conveyance the Merchant must take delivery of each portion immediately after arrival. Goods forwarded by rail are deliverable at any railway station within or nearest to destination and must be taken away by the Merchant immediately after arrival.

4.2.3 Without prejudice to the generality of sub-paragraph (4.2.1) and (4.2.2) of this sub-clause,

4.2.3A where the local vessel is named herein the Carrier shall act only as agents of the Merchants in arranging for the forwarding of the Goods to the Port of Loading named herein (or such other Port or Place wheresoever as the Carrier may in his discretion determine), and the Carrier shall be under no liability whatsoever as Carrier, Bailee or otherwise for loss damage or expense to the Merchant howsoever arising in connection with the Goods occurring or arising before the Goods are loaded upon the Ocean Vessel named herein (or such other vessel owned by the Carrier or otherwise as the Carrier may in his discretion substitute for the named Ocean Vessel) save where the Goods are so forwarded by Carriage on a vessel owned by the Carrier in which event the said Carriage shall be subject to all exceptions, conditions and liberties contained in this Bill of Lading.

4.2.3B Where the Final Destination is named herein the Carrier may discharge the Goods at the Port of Discharge or without notice at such other Port or Place wheresoever (including the Port of Loading) as the Carrier may in his discretion determine of forwarding to the Final Destination and Carrier's responsibility shall finally cease on discharge of the Goods from the Ship. Thereafter (provided always that the Carrier is not by reason of any other provision of this Bill of Lading relieved of his obligations to forward the Goods to the Final Destination) the Carrier shall act only as agent of the Merchant in arranging for the forwarding of the Goods to the Final Destination and the Carrier shall be Under no further or other responsibility whatever, save that where the Goods are on carried on a vessel owned by the Carrier the Carrier's liability as Carrier shall be governed by the exceptions, limitations, conditions and liberties of this Bill of Lading.

4.3 Combined Transport

Where the Carriage called for by the contract contained in or evidenced by this Bill of Lading is one whereby the Carrier undertakes to perform the Carriage of the Goods for part of the transit by sea and for part of the transit by another mode of transport e.g. by road or rail (otherwise than within the area of the Port of Loading or Port of Discharge) or by air or inland waterway, then the following provisions shall apply:-

4.3.1 Localised loss or damage

Where it is known or can be established at what stage in the transit the relevant loss or damage occurred, the Carrier's liability (if any) for loss of or damage to or in connection with the Goods shall be as follows: -

4.3.1A In relation to any loss or damage occurring during any Carriage by sea governed by and in accordance with sub-clause (4.1) of this clause.

4.3.1B In relation to any loss or damage occurring during any Carriage by air, governed by and in accordance with the Convention for the Unification of certain Rules relating to International Carriage by Air signed at Warsaw on 12th October 1929 and the Protocol modifying that said Convention signed at The Hague on 28th September 1955 (hereinafter called the "Amended Warsaw Convention") whether or not such Carriage constitutes of "International Carriage" within the meaning of the Amended Warsaw Convention.

4.3.1C Subject to 4.3.2, In relation to any loss or damage occurring during any other stage of the Carriage whatsoever (whether by road, rail or inland waterway) or during any handling or storage in the course of the performance of the contract (other than the handling or storage falling within sub-paragraph (4.3.1A) or (4.3.1B) of this sub-clause) the liability of the Carrier shall be ascertained in accordance with whatever provisions (whether contractual, statutory or otherwise) may govern the liability of the agent sub-contractor or sub-bailee of the Carrier to whose charge the Goods had been entrusted at the time that the relevant loss or damage occurred thereafter called "the sub-contracting Carrier"). The Carrier's liability shall in all the above circumstances be co-extensive with and shall not exceed the liability of the sub-contracting Carrier and the said liability shall be established.

4.3.1C (I) as though the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred;

4.3.1C (II) as though such contract had been concluded on the same terms as those on which the Goods were entrusted to the charge of the sub-contracting Carrier;

4.3.1C (III) as though such contract were subject to any provisions contained in any International Convention or National Law which cannot be departed from to the detriment of the Merchant which applied to the contract made by the sub-contracting Carrier and which governed the sub-contracting Carrier's liability for the loss or damage to the Goods.

4.3.2 The Carrier's liability under 4.3.1 shall in no event exceed the liability that would have applied under paragraph 4.3.3 if the loss or damage was non-localised

4.3.3 Non-localised Loss or Damage

Where it is not known and cannot be established at what stage in the transit the relevant loss or damage occurred the loss shall be deemed to have occurred during the course of the Carriage by sea and the liability (if any) of the Carrier shall be governed by and in accordance with sub-clause (4.1) of this clause.

4.3.4 Burden of Proof

In any case where a reasonable doubt shall exist as to whether the relevant loss or damage occurred during Carriage by Sea or during some other Carriage handling or storage the burden of proving that the loss or damage did not occur during the Carriage shall rest upon the Merchant in the event that the Merchant shall fail to discharge such burden of proof it shall be presumed that the loss or damage occurred during the Carriage by sea.

4.3.5 The Carrier has the right but not the obligation to carry the Goods by any substitute Ship or any other means of transport, whether by water, land or air and may discharge the Goods at any place of transshipment, tranship, load or store the Goods at any part thereof either on shore or afloat and reship or forward the same.

4.4 Delay and Consequential Loss

Save where otherwise provided in any International Convention or National Law which may be applicable by virtue of any of the foregoing provisions of this clause, the Carrier shall in no circumstances be liable for (a) any loss or damage caused by delay (including deterioration loss of market or loss of profits) or (b) for any indirect or consequential loss or damage whatsoever (whether in case of either (a) or (b) the same shall have been due to unseaworthiness or unfitness of any vessel tender lighter or craft or by any fault or error or negligence or otherwise howsoever). The Carrier shall further not be liable for any loss or damage of any kind whatsoever caused at any time prior to the receipt of the Goods for Carriage or subsequent to the delivery of the Goods at the Place of delivery.

5. Limitation of Liability

Subject to any provisions of clause 4 to the contrary (in particular sub-paragraph (VI) sub-clause (A) thereof):-

5.1 In any case where the Carrier is under any liability for loss or damage of any kind whatsoever to or in connection with the Goods then: -

5.1.1 if the contract contained in or evidenced by this Bill of Lading is not subject to the Hague-Visby Rules by virtue of Clause 4.1.1 hereof nor to the Hague Rules by virtue of Clause 4.1.2 hereof nor to the U.S. Carriage of Goods by Sea Act by virtue of Clause 4.1.4 hereof, the Carrier's Liability shall in any event not exceed 100 British Sterling per package or unit.

5.1.2 if the contract contained in or evidenced by this Bill of Lading is subject to the Hague-Visby Rules by virtue of Clause 4.1.1 hereof the Carrier's liability shall be limited in accordance with the provisions of Article IV Rule 5 of the Hague-Visby Rules.

5.1.3 if the contract contained in or evidenced by this Bill of Lading is subject to the Hague Rules by virtue of Clause 4.1.2 hereof the Carrier's liability shall be limited in accordance with the provisions of Article IV Rule 5 of the Hague Rules, and

5.1.4 if the contract contained in or evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act by virtue of Clause 4.1.4 hereof the Carrier's liability shall be limited in accordance with the provisions of Section 4 (5) of the U.S. Carriage of Goods By Sea Act. Provided always that where the Merchant has with the consent of the Carrier declared the nature and value of the Goods before shipment and paid or agreed to pay any such extra freight thereon as may have been required by the Carrier and such nature and value has been inserted on the face of this Bill of Lading, then the value so stated shall be substituted for the above limits. In such event the Carrier shall be under no greater liability than the value so stated and any particular loss or damage shall be adjusted on the basis of such declared value.

5.2 The aforesaid limits of the Carrier's liability shall apply to all cases of loss of or damage to the Goods; to all cases of Financial loss sustained in connection therewith, to all the cases of misdelivery of or to the Goods; to all cases of delay to the Goods; and to all cases of consequential loss however caused. Subject as aforesaid the limit shall apply irrespective of whether the Carrier its servants or agents have committed any wrongful, negligent, grossly negligent, criminal or unlawful act or omission, irrespective of whether any servant or agent of the Carrier shall have committed any fraudulent deliberate or reckless act or omission, irrespective of whether the Carrier shall have committed any fundamental breach of the terms of the Contract contained in or evidenced by this Bill of Lading and irrespective of whether there has been any deviation or quasideviation from the terms thereof or non-performance or improper performance thereof. Subject as aforesaid, the said limit shall further apply even if the Merchant shall have accepted or purported to accept any breach by the Carrier as terminating the contract and even if the Merchant shall have elected to treat the contract as repudiated. The said limit shall further apply to all cases of unexplained loss or damage and irrespective of whether the Carrier shall have explained or established the cause of the loss or damage and/or that it has not committed any breach and/or fundamental breach of the contract.

5.3 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

5.3.1 The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

5.3.2 The Merchant undertakes that no claim or allegation arising in contract, bailment, tort or otherwise can be made against any servant, agent, or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any Ship owned or chartered by them any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such person, and, if any such claim or allegation shall nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, and sub-contractor shall have the benefit of all the provisions in this Bill of Lading of whatsoever nature herein contained or otherwise benefiting the Carrier, as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of such provisions, does so not only on its own part, but also as agent and trustee for such servants, agents and sub-contractors.

5.3.3 The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

5.3.4 The defences and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier whether the action be found in Contract in Tort.

6. Scope of Voyage

6.1 The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also Ports in or out of the advertised, geographical, usual or ordinary route or order, even though proceeding thereto the vessel may sail beyond the Port of Discharge or in a direction contrary thereto, or depart from the direct or customary route. The vessel may call at any Port for the purpose of the current voyage or of a prior subsequent voyage. The vessel may omit calling at any Port or Ports whether scheduled or not, and may call at the same Port more than once, (it) may, either with or without the Goods on board, and before or after proceedings towards the Port of Discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, undergo degaussing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage. The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

6.2 The Carrier may at any time and without notice to the Merchant:

6.2.1 Use any means of Carriage whatsoever

6.2.2 Transfer the Goods from one conveyance to another, including but not limited by transhipping of carrying them on another vessel than that named on the face hereof.

6.2.3 Unpack and remove the Goods which been packed into the Containers and forward them in Containers or otherwise,

6.2.4 Proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order.

6.2.5 Load or unload the Goods at any place or port (whether or not such port is named overleaf as the port of loading or port of discharge) and store the Goods at any such place or port.

6.2.6 Comply with any order or recommendations given by any government or authority, or any person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance of any conveyance by the Carrier the right to give order or directions.

6.2.7 Permit the vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked.

7. Containers

7.1 The Carrier has no responsibility whatsoever for the functioning of reefer Containers or trailers, not owned nor leased by the Carrier.

7.2 Shipper Packed Containers. If Containers have not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expenses has been caused by:

- 7.2.1** The manner in which the Containers have been filled, packed, stuffed or loading or
- 7.2.2** The unsuitability of the contents for Carriage in Containers, or
- 7.2.3** The unsuitability or defective conditions of the Containers arising without any want of due diligence on the part of the Carrier to make the Containers reasonably fit for the purpose for which it is required or
- 7.2.4** The unsuitability or defective conditions of the Containers which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Containers were filled, packed stuffed or loaded.
- 7.3** Inspection of Goods The Carrier shall be entitled, but under no obligation, to open any Containers at any time and to inspect the contents if it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further either at all or without incurring any additional expense or taking any measure in relation to the Containers or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place which storage shall be deemed to constitute the delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses incurred.
- 7.4** Container equipment interchange conditions. Shipper and consignee engage with Carrier to indemnify the owners/lessor of Containers (whether the owner/lessor of Containers be the Carrier or not) against all loss of or damage to any such Containers, and against all loss and damage occasioned by any Containers or any defect therein to the owner/lessor of Containers or to any third party to whom the owner/lessor of Containers may be liable by reason of such loss or damage, where such loss or damage occurs or is sustained while the Containers are on the premises or in the custody of the shipper or consignee or any agent therefor, and howsoever such loss or damage may be caused, even if by the breach of contract, fault or negligence of the Carrier and/or the owner/lessor of Containers.
- 7.5** Mandatory inspection by Authorities. If by order of the authorities at any place, Containers have to be opened for the Goods to be inspected, the Carrier will not be liable for any damage incurred as a result of any opening, unpacking, inspection or repackaging. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repackaging from the Merchant.
- 7.6** In consideration of the supply of Containers by or on behalf of the Carrier, the Merchant acknowledges that the supply of such Containers is are subject to the terms and conditions of the Carrier's Equipment Handover Agreement wherever applicable. A copy of the Carrier's Equipment Handover Agreement, where applicable, is obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the Carrier's Equipment Handover Agreement this Bill of Lading shall prevail to the extent of the inconsistency but no further.

8. Merchant's Responsibility

- 8.1** The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the shippers are correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband.
- 8.2** The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under the Bill of Lading to any person other than the shipper.
- 8.3** The Merchant shall bear and pay the cost of all mending, bailing and cooperage of and repairs to or replacement of packages, boxes, wrappers, bags or barrels resulting from insufficiency of packing or from excepted peril.
- 8.4** All Goods which cannot be identified as to leading marks, Goods out of or separated from their Containers or packages, cargo sweepings, liquid residue and any unclaimed goods and cargo not otherwise accounted for shall be allocated for completing delivery to the Merchant and deliveries of Goods of like character, in proportion to any apparent shortage loss of weight or damage and such Goods or parts thereof shall be accepted as good delivery. Loss of or damage to Goods in bulk without separation from other Goods in bulk of like quantity, shipped by either the same or another Merchant shall be divided in proportion among the several shipments. If any bagged or baled Goods are discharged slack or torn the Merchant to whom delivery is made shall accept his proportion of the sweepings. The Carrier shall not be responsible for loss of weight in bags or bales torn, mended or with sample holes.
- 8.5** The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, import expenses or losses incurred or suffered by reason thereof or by any illegal, incorrect or insufficient marking numbering or addressing of the Goods and indemnify the Carrier in respect thereof.
- 8.6** If Containers are supplied by or on behalf of the Carrier or the Carrier's servants or agents, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean to the point or place designated by the Carrier or by the Carrier's servants or agents, within the time prescribed in the Carrier's applicable tariff. Should Containers not be returned within the time prescribed in the Carrier's applicable tariff, the Merchant shall be liable for detention and demurrage at the rates specified in the Carrier's applicable tariff, together with any losses and expenses which arise from such non-return, including losses and expenses incurred by the Carrier or the Carrier's servants or agents in seeking the return of Containers.
- 8.7** The responsibilities, obligations and liabilities of each person within the definition of Merchant pursuant to clause 1 of this Bill of Lading are joint and several.

9. Special Delivery

- 9.1 the special arrangement for receiving the Goods as full Container load and deliver them as less Container load (fcl/lcl) and/or for split delivery of Goods to more than one receiver shall be undertaken by the Carriers at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of the freight and charges and shall pay any additional cost incurred.
- 9.2 the special arrangement for receiving the Goods as less than Containers load and delivering them as full Container load (lcl/lcl) shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are not apparent at the time of such delivery, provided that the Carriers shall have exercised ordinary care in packing the Container.
- 9.3 the Merchant shall inspect Containers before stuffing them and warrants that such has been carried out and the use if the Containers shall be prima facie evidence of their being sound and suitable for use.

10. FCL Multiple Bill of Lading

- 10.1 Goods will only be delivered in Containers to the Merchant if all Bills of Lading in respect of the contents of the Containers have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may unstow the Container and deliver the Goods for which Bills of Lading have been surrendered without the Container to the Merchant. Such delivery shall constitute due delivery hereunder, but will only be effect against payments by the Merchant of LCL service charges and any charges appropriate to LCL Goods (as laid down in the Carrier's applicable tariff) together with the actual costs incurred for any additional services rendered.
- 10.2 Where the contract is an FCL Multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that is "one ofpart cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated if the Carrier is required to deliver the Goods to more than one Merchant and all or part of the total Goods within the Containers consists of bulk Goods or unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion thereof) and bear any shortage thereof in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.

11. General

- 11.1 The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. The liability of the Carrier for indirect or consequential loss or damage caused by delay shall in no case exceed the freight for he transport covered by this Bill of Lading.

- 11.2** Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.
- 11.3** The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of Containers to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

12. Freight and Charges

- 12.1** Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- 12.2** The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the Carrier's applicable tariff.
- 12.3** The freight has been calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Container or other package or unit in order to re-weigh, re-measure or re-value the contents, and if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.
- 12.4** Full freight hereunder shall be due and payable at the place where this Bill of Lading is issued, by the shipper in cash without deduction on receipt of the Goods or part thereof by the Carrier for shipment even if stated in this Bill of Lading to be payable elsewhere and shall be deemed to have been fully earned upon such receipt of such Goods. All charges due hereunder together with freight (if not paid at the Port of Loading as aforesaid) shall be due from and payable on demand by shipper, consignee, owner of the Goods or Holder of this Bill of Lading (who shall be jointly and severally liable to the Carrier thereof) at such Port or place as the Carrier may require, vessel or cargo lost or not lost from any cause whatsoever.

13. Lien

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant for this or any previous shipments and for General Average contributions to whomsoever due and for the costs of recovering same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

14. Optional Stowage, Deck Cargo and Live Animals

- 14.1** The Carrier shall have liberty, in relation to any Carriage by sea, to carry the Goods of any part of them on deck or under deck as his sole discretion without giving any further notice to or obtaining any further consent from the Merchant for this or any previous shipments and no Carriage on deck (whether or not the Goods are stated by this Bill of Lading as being carried on deck) shall constitute a deviation.
- 14.2** The Carrier may pack the Goods or any part of them in Containers at the Carrier's sole discretion and the Carrier shall be entitled without notice to the Merchant to carry the Goods on deck in Containers. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes (but in particular for the purposes of clause 5 hereof) to be stowed under deck.
- 14.3.1** The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any special Containers nor to carry special Containers packed by or on behalf of the Merchant as such; but the Carrier will treat the Goods or Containers only as ordinary Goods or Containers respectively unless special arrangements for the Carriage of Goods or Containers have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid. The Carrier shall not accept responsibility for the function of special Containers supplied by or on behalf of the Merchant.
- 14.3.2** As regards the Goods which have been agreed to be carried in special Containers the Carrier shall subject always to clause 5 (Carrier's responsibility clause) hereto exercise due diligence to maintain the facilities or the special Containers while they are in his actual custody and control and shall not be liable for any kind of loss or damage to the Goods by latent defect, derangement or breakage of facilities of the Containers.
- 14.3.3** If the Carrier received the Goods in refrigerated Containers into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss or damage to the Goods arising out or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Containers.
- 14.3.4** The Carrier does not accept responsibility for the functioning of reefer Containers or Trailers not owned or leased by the Carrier.
- 14.4** Notwithstanding anything to the contrary herein contained;
- 14.4.1** Goods carried on deck and stated in this Bill of Lading as so carried are received kept and carried at the sole risk of the Merchant and without responsibility on the part of the Carrier for loss or damage of whatever nature arising whether caused by unseaworthiness or unfitness of any mode of conveyance employed by the Carrier; negligence or any other cause whatsoever.

- 14.4.2** Goods carried on deck and not stated in the Bill of Lading as so carried are received kept and carried subject to all the terms conditions and exceptions contained in this Bill of Lading in particular clause 5 hereof and
- 14.4.3** all Goods carried on deck (other than live animals which are referred to in sub-clause 14.5) of this sub-clause) shall contribute in general average.
- 14.5** Live animals, whether or not carried on deck are received kept and carried at the sole risk of the Merchant and without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising whether caused by unseaworthiness or unfitness of any mode of conveyance employed by Carrier, negligence or any other whatsoever.

15. Matters Affecting Performance

If at any time the Carriage is or is likely to be effected by the hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:-

- 15.1** Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this clause, then, he shall be entitled to charge such additional freights as the Carrier may determine.

or

- 15.2** Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Merchant elects to invoke the terms of this clause (15.2) then he shall be liable for payment of such additional freight as the Carrier may determine.

or

- 15.3** Abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any Place or Port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight on the Goods received for Carriage, and delivery and storage at such Place or Port. If the Carrier elects to use an alternative route under Clause (15.1) or to suspend the Carriage under Clause (15.2) this shall not prejudice his rights subsequently to abandon the Carriage.

16. Dangerous Goods

- 16.1** No Goods which are or may become dangerous, inflammable or damaging (including radio active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Containers or other covering in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compassion to the Merchant and without prejudice to the Carrier's right to freight.
- 16.2** The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.
- 16.3** Whether or not the Merchant was aware of the nature of the Goods and whether or not the Carrier consented to the Carriage of such Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Good.
- 16.4** Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

17. Regulations Relating to Goods

The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods and indemnify the Carrier in respect thereof.

18. Notification and Delivery

- 18.1** Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- 18.2** The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff, where applicable, or, in conformity with the particular port or customs' regulations and/or practice. If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage will constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

- 18.3** If the Merchant fails to take delivery of the Goods within the period identified in Clause 18.2 above, and delivery is thereby deemed to have taken place, nothing herein shall restrict the Carrier's right, without notice and without any responsibility whatsoever attaching to him, to sell, or destroy, dispose of the Goods, and proceeds of sale in reduction of any sum which may be levied against the Carrier and/or agent by any third party or authority for the cost of storage and/or handling or any other costs and expenses or charges attributable or incurred by reason of the Merchant's failure to take actual delivery of the Goods within the time stipulated.
- 18.4** Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereof shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.
- 18.5** In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply, only to the extent provided by the Carrier's applicable tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of delivery. Once the Carrier's applicable tariff ceases to provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, howsoever arising.

19. Both-to-Blame Collision

If the (carrying) Ship comes into collision with another Ship as a result of the negligence of the other Ship and any act, neglect or default in the navigation or the management of the carrying Ship, the Merchant undertakes to pay the Carrier, or, where Carrier is not the Owner and in possession of the carrying Ship, to pay to the Carrier as trustee for the Owner and/or demise charterer of the carrying Ship, a sum sufficient to indemnify the Carrier and/or the Owners and/or demise charterer of the carrying Ship against all loss or liability to the other or non-carrying Ship or her Owner in so far as such loss liability represents loss of or damage to, or any claim whatsoever of the Merchants, paid or payable by the other or non-carrying Ship or her Owner to the Merchants and set-off, recouped or recovered by the other or non-carrying Ship or her Owner as part of their claim against the carrying Ship or her Owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the Owners, operators, or those in charge of any Ship or Ships or objects, other than, or in addition to, the colliding Ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

20. General Average

- 20.1** General average shall be adjusted at any Port or Place at the option of the Carrier and subject to clause 15 in accordance with the York-Antwerp Rules 1974 as amended 1990 provided that where an adjustment is made in accordance with the law and practice of the United States of America or of any other country having the same or similar law or practice the following clause shall apply: -

20.2 New Jason Clause: - In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

20.2.1 If a salving shall be paid for as fully as if the said salving vessel belonged to strangers.

20.2.2 If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant by taking delivery of the Goods, under-takes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall reasonably require.

20.2.3 The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

21. Variation of the Contract etc.

No servant or agent of the Carrier shall have power to waive or vary term of this Bill of Lading unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

22. Governing Law and Jurisdiction

22.1 The contract shall be governed and construed in accordance with Law as stated on the face of this bill of lading.

22.2 Any claim or other dispute arising out of or in connection with the contract contained in or evidenced by this Bill of Lading shall be referred to the Supreme Court of Law as stated on the face of this bill of lading. Save as aforesaid the Merchant shall not commence any action or other legal proceedings (including but not limited to proceedings commenced for the purpose of obtaining security) in respect of any such claim or dispute.

22.3 If despite sub-clause (22.2) of this clause any action or legal proceedings are commence by or on behalf of the Merchant otherwise than before the Supreme Court of place and law of jurisdiction stated on face of bill of lading, the Merchant shall indemnify the Carrier in respect of whatsoever costs and expenses incurred by the Carrier in connection therewith including (but without prejudice to the generality of the foregoing):

22.3.1 all guarantee, bail bond and interest charges incurred by or on behalf of the Carrier in connection with the provision of security in respect of the claim or disputes, and

22.3.2 whatsoever legal costs incurred by or on behalf of the Carrier.