

- 1. DEFINITIONS**

"Carrier" means the person or 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.

"Merchant" includes the Shipper, Consignee, Receiver of the goods, Holder of this B/L, any person owning or entitled to the possession of the goods or this B/L, any person having a present or future interest in the goods or any person acting on behalf of any of the above mentioned persons.

"Holder" means any person for the time being in possession of this B/L to whom the property and the goods has passed on either by reason of the consignment of the goods or the endorsement of this B/L or otherwise.

"Person" includes any individual, group, partnership, body corporate or any other entity.

"Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods and any equipment thereof or connected thereto.

"Carriage" means the whole of the operation and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant places.

"Port to Port Shipment" arises if the Carriage called for by this Bill of Lading is not Combined Transport.

"Charges" includes freight and expenses and money obligations incurred and payable by the Merchant to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Loaded" includes filled, consolidated, packed, stuffed or secured.

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America, approved on 16th April 1936.

"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.
- 2. CARRIER'S TARIFF**

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier of his agents upon request, or where applicable, from a government body with whom the Tariff has been filed. In case of inconsistency between this Bill of Lading and the 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 person owning or entitled to the possession of the goods or any person who has a present or future interest in the goods and this Bill of Lading.
- 4. NEGOTIABILITY AND TITLE TO THE GOODS**

(1) This Bill of Lading is negotiable unless made out "to order" in which event it will be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) Unless otherwise stated, the herein described Container(s) is/are supplied by the Carrier and the signing of this Bill of Lading is not a surrender of the ownership of the Container(s) whose title shall always remain with the Carrier.
- 5. RIGHTS AND INDEMNITIES FOR THE CARRIER AND OTHER PERSONS**

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or intends to impose upon any person or vessel any liability whatsoever in connection with the Goods or Carriage thereof, and if any claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions, including every right, defence, limitation, liberty of whatsoever nature, herein contained or otherwise available to the Carrier, as if such provisions were expressly for his benefit and in entering into this contract, the Carrier, to the extent of these provisions, does so not in reliance on, but as a result of, the provisions of the applicable laws and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(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 Goods insofar as such claim or liability exceeds the Carrier's liability under this contract.

(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier, whether the action be founded in contract or in tort.
- 6. CARRIER'S RESPONSIBILITY**

(1) **CLAUSE PARAMOUNT**

(A) Subject to clause 14, 15 and 22 below, this Bill of Lading insofar as it relates to sea carriage by any vessel, whether named herein or not, shall have effect subject to the Hague Rules or any legislation in force in the United States of America or any other country in which the Goods are carried by this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated therein. Other rules or legislation including the Hamburg Rules shall only apply if and to the extent that such rules and/or legislation are/are compulsory applicable, the Hague Rules (or COGSA or COGWA or COGWA) is/are in force in the country of origin of the Goods, or the country of destination of the Goods, or by inland waters and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waters and if and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise compulsorily regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel, the Carrier's responsibility shall instead be determined by the provisions of (3) below. However, if such provisions are found to be invalid, such responsibility shall be subject to COGSA.

(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of all rights to which the Carrier is entitled under the applicable laws conferred or authorised by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the foregoing every such person and vessel, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried, if the Carrier or charterer of the vessel(s) establishes a limitation fund, the liability of the Carrier shall be limited to the proportion of the said limitation fund allocated to the Goods.

(2) **PORT TO PORT SHIPMENT**

(A) The liability of the Carrier is limited to the part of the Carriage from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transhipped, and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods occurring before and after the abovementioned part of the carriage even though charges for the whole Carriage have been charged by the Carrier. The Merchant consents that the Carrier as agent to enter into contracts with others on behalf of the Merchant for transport, storage, handling or any other services related to the Goods prior to the loading and subsequent to discharge of the Goods from the vessel, without liability for any act or omission whatsoever on the part of the Carrier or others, and the Carrier may as such agent enter into contracts with others on any terms whatsoever, including terms less favourable to the Merchant than the terms and conditions in this Bill of Lading.

(3) **COMBINED TRANSPORT**

(A) If the Carriage called for by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt to the Place of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below.

(B) If the stage of the Carriage during which the loss or damage occurred, is not known:

(i) The Carrier shall be entitled to rely upon an exclusions of liability under the Rules or legislation that would have been applicable under 6(1)(A) above had the loss or damage occurred as or if, there was no carriage by sea, subject to Clause 22 under the Hague Rules (or COGSA or COGWA) if this Bill of Lading is subject to the Hamburg Rules or Canadian law respectively.

(ii) If under (i) above the Carrier is only liable for part of the factors which caused the loss or damage, he shall only be liable to the extent that those factors for which he is liable, have contributed to the loss or damage.

(3) **Subject to 6(4) below**, if the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) are not compulsorily applicable, the Carrier's liability shall not exceed US\$ 500.00 per package or shipping unit or US\$2.00 per kilo of the gross weight of the Goods lost or damaged in respect of which the claim arises, or the value of such Goods, whichever is the lesser.

(4) The value of the Goods shall be determined according to the commodity code price at the place and time of delivery to the Merchant (or at the place and time they should have been delivered) or, if there is no such price, according to the current market price based on the normal value of goods of the same kind and quality, at such place and time.

(5) If the stage of the Carriage during which the loss or damage occurred is known: Notwithstanding anything provided for in Clause 6(1) and subject to Clauses 14, 15 and 22:

(i) the liability of the Carrier shall be determined: by the provisions contained in any international convention or national law of the country which provisions;

(ii) cannot be displaced by private contract or to the detriment of the Merchant, and

(b) would be applied if 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 and had received as evident thereof any particular document which must be issued in order to make such international convention or national law applicable;

(iii) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contract and, where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6(3)(A) above.

(c) **If the Place of Receipt or Place of Delivery is not named on the face hereof**, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, if such loss or damage arises subsequently to discharge from the Vessel.

(D) **Notice of Loss or Damage**

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods to the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(E) **Time Bar**

The Carrier shall be discharged of all liability unless suit is brought in the proper form and written notice thereof received by the Carrier within nine months after the delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.
- (4) GENERAL PROVISIONS**

(A) **Delay, Consequential Loss**

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 use, and the Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. Without

- prejudice to the foregoing, if the Carrier is nevertheless found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage. Save as may otherwise provided herein, the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage.
- (B) **Package or Shipping Unit Limitation**
- If the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage or in connection with the goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA is CAN \$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.
- (C) **Ad valorem: Declared value of Package or Shipping Unit**
- The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the consent of the Carrier, the value of the goods declared to the shipper prior to the commencement of carriage is stated on this Bill of Lading and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
- (D) **Definition of Package or Shipping Unit**
- If a Container is used to consolidate Goods and such Container is loaded by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. If no number of packages or shipping units has been stated on the face of this Bill of Lading, the container shall be considered to be the package or shipping unit.
- The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any nature, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.
- (E) It is agreed that superficial rust, oxidation, mould or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation, mould or the like did not exist on receipt.
- 7. SHIPPER/MERCHANT'S RESPONSIBILITY**

(1) The description and particulars relating to the goods as set out on the face hereof have been furnished and checked by the Merchant and the Carrier shall not be liable for any loss or damage in respect of such particulars, and any other particulars furnished by or on behalf of the Shipper, including but not limited to the weight, content, measure, quantity, quality, condition, marks, numbers, values etc, are correct. If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way affect the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Shipper also warrants that the Goods are lawful goods and contain no contraband and do not infringe on any third party's rights, including but not limited to intellectual property rights.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without limitation the cost of the Goods and the cost of return Freight for the Goods if returned, or if re-carried, the full Freight from the Port of Discharge or Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) The Merchant shall load or discharge the Container at his sole risk and expense and shall supply and work all pumps, pipelines and any other appliances. If it is necessary to heat the Goods for the purpose of discharge the Carrier shall not be responsible for the effects of such heating.

(7) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible. (8) The Merchant shall defend, indemnify and hold harmless the Carrier against all losses, damages, fines, expenses, claims and liability arising from the Merchant's failure to comply with any recommendations in Clause 7 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.
- 8. DANGEROUS GOODS**

(1) Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which are or may become liable to damage any property or person whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container 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 of such Goods and the nature of the hazard involved, and in compliance with any regulations or requirements. If any such Goods are delivered to the Carrier without such written consent or marking, or if in 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 and the Carrier shall not be liable for any loss or damage in respect of such Goods.

(2) The Merchant warrants 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.

(3) If the Merchant is aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

(4) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.
- 9. CONTAINERS**

(1) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising or resulting from the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(2) If the Goods have been loaded into or discharged from a Container by or on behalf of the Merchant:

(A) the Carrier shall not be liable for loss of or damage to the Goods

(i) caused by the manner in which the container has been loaded or discharged;

(ii) caused by the failure to comply with any recommendations of the Carrier in respect of loading or discharge;

(iii) caused by the unsuitability of the Goods for carriage in Containers;

(iv) caused by the unsuitability or defective condition of the Container, provided that if the Container has been supplied by or on behalf of the Carrier, this paragraph (iv) shall only apply if the unsuitability or defective condition arose after the Goods were received by the Carrier and if the Merchant has not been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was loaded;

(v) caused by the failure to insure that all valves, manholes, hatches and doors are properly closed after loading;

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising or resulting from one or more of the matters covered by (A),

(3) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

(4) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents, within the prescribed time. The Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.
- 10. CARGO REQUIRING SPECIAL HANDLING OR CONTROL**

(1) The Merchant undertakes not to tender for Carriage any Goods which require temperature control or other special handling or control, including but not limited to, freezing, and filling in the box on the face of this Bill of Lading, if this Bill of Lading has been prepared by the Merchant or any other acting on his behalf, their nature, and particular temperature range to be maintained and/or person special handling or control requirements.

(2) The Carrier of a temperature controlled container loaded by or on behalf of the Merchant, the Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly loaded in the Container and that its thermometric controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

(3) The above requirements shall be complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Carrier, provided that the Carrier shall and is to be held liable at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.
- 11. INSPECTION OF GOODS**

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any Person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.
- 12. MATTERS AFFECTING PERFORMANCE**

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) and whenever and however 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 has commenced) may:

(A) without notice to the Merchant abandon the Carriage of the Goods and, where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place or port of which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B) be relieved of its obligation to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage;

(C) upon notice to the Merchant, suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading. The Carrier will endeavour to forward the Goods of which the Carriage has been suspended as soon as reasonably possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, nominated in the Bill of Lading. In the event the Carrier chooses to suspend the Carriage as provided for in this paragraph, this shall not prejudice his right subsequently to abandon the Carriage under Clause 12(1)(A).

In any event the Carrier shall be entitled to full payment of any Charges, including but not limited to storage, handling or any other services, on the Goods received for Carriage, and the Merchant shall pay any additional costs arising and resulting from the above mentioned circumstances.

(2) The liability of the Carrier with respect to the Goods shall cease on delivery or other disposition of the Goods in accordance with the orders 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.
- 13. METHODS AND ROUTES OF CARRIAGE**

(1) The Carrier may at any time and without notice to the Merchant: use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been loaded in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct route) and at any time, day or night; and to load or unload the Goods at any place (whether or not the

- place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous, or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.
- (2) The liberties set out in Clause 12(1) above may be invoked by the Carrier for any purposes whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any persons, including but not limited to persons involved with the operation or maintenance of the vessel and assisting vessels in the all situations. Anything done in accordance with Clause 12(1) above or of any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.
- 14. OPTIONAL STORAGE AND DECK CARGO**

(1) The Goods may be loaded by the Carrier in or on Containers and consolidated with other goods in Containers.

(2) Goods, whether or not loaded in Containers, may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to these Rules.

(3) Notwithstanding Clause 14(2), in the case of Carriage of Goods which are stated on the face hereof as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, however arising.
- 15. LIVE ANIMALS**

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction however arising. Should the Master in his sole discretion consider that any live animal is likely to be injured by any other animal or any person or property on board, or to cause damage or delay, he may be impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.
- 16. NOTIFICATION AND DELIVERY**

(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 obligations hereunder.

(2) If no Place of Delivery is named on the face hereof, the Carrier shall be entitled, without notice, to discharge the Goods from the Container and to store the Goods in an appropriate and suitable storage facility, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods discharged as aforesaid shall wholly cease, notwithstanding any charges, dues, or other expenses that may be incurred or become payable by the Merchant in compliance with the applicable compulsory law provisions of the country (in which case the terms and conditions of this Bill of Lading shall continue to apply during such additional compulsory period of responsibility). The Merchant shall take delivery of the Goods upon discharge.

(3) If a Place of Delivery is named on the face hereof, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).

(4) If the delivery of the Goods is not taken by the Merchant at the time and place the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unload the Goods and to store the Goods in an appropriate and suitable storage facility, on any day and at any time, at the sole risk of the Merchant. Such storage shall 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 be demanded by the Carrier from the Merchant to the extent that any such costs have not already been paid.

(5) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 16(2) or (3), or if in the opinion of the Carrier they are likely to deteriorate decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(6) If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under Clause 16(2) or (3), the Merchant is obliged to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

(7) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding his having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant of the Carrier's claim of any claim whatsoever relating to the Goods or the Carriage thereof.

(8) Subject to the Carrier agreeing in writing 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 to the extent provided by the applicable Tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. If the applicable Tariff does not explicitly 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 personal liability whatsoever for loss, damage or delay to the Goods, however arising.
- 17. BOTH TO BLAME COLLISION**

If the (carrying) vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default in the navigation or the management of carrying vessel, the Merchant under this Bill of Lading shall be liable to the extent that any such vessel is liable to pay or contribute to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying vessel a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying vessel against all loss or liability of the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of or damage to the Goods or the Carriage thereof, and the Merchant shall be liable to the other or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or her owner or demise charterer of the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects, other than the vessel or vessels involved in the collision, are at fault in respect of a collision, contact, stranding or other accident.
- 18. GENERAL AVERAGE**

(1) Expenses from any accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, 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 incurred and shall pay salvage and special charges incurred in respect of the Goods. All expenses in connection with a general average act to avoid damage to the environment always to be considered general average expenses.

(2) General average shall be adjusted according to the York/Antwerp Rules of 1974 at any port or place and in any currency at the option of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may require to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant. Contribution to general average shall be calculated on the adjustment basis at the rate prevailing at the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values etc.

(3) In the event of any general average credit balances due to Merchants shall being unclaimed 5 years after the date of the issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

(4) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.
- 19. QUOTATIONS AND CHARGES**

(1) Quotations given on the basis of immediate acceptance and are subject to withdrawals or revisions notwithstanding.

(2) Expenses shall be deemed fully earned and payable upon the Carrier receiving instructions for the Carriage of the Goods or the positioning or provision of Containers, and shall be non-returnable in any event.

(3) The Merchant's attention is drawn to the stipulations concerning currency in which the Charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff. In such situations as to devaluation exist or are applicable, the following clause is to apply: If the currency in which Freight and Charges are quoted is devalued between the date of Freight agreement and the date when the Freight and Charges are paid, then all Freight and Charges shall be automatically and immediately be increased in proportion to the extent of the devaluation of the said currency.

(4) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, weigh, measure and value the Goods and, if the particulars furnished by or on behalf of the Merchant are found by the Carrier to be incorrect, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) as well as the costs incurred by the Carrier in establishing the correct particulars.

(4) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

(5) The Persons falling within the definition of Merchant in Clause 1 shall be jointly and severally liable for the payment of Charges as provided in this Clause.

(6) Any Person engaged by the Merchant to perform forwarding services with respect to the Goods, shall be considered to be the exclusive agent of or for the Merchant for all purposes and any payment made by such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Charges to the Carrier shall be considered a default by the Merchant in the payment of Charges.
- 20. LIEN**

The Carrier shall have a General Lien on the Goods and any documents relating thereto for:

(1) Any loss, damage or expense to the Carrier by any breach of the contract by the Merchant and any sums payable to the Carrier under this contract and

(2) The full Average cost of any such loss, damage or expense and for the cost of recovering the same and

(3) Any loss, damage or expense caused to the Carrier by any previous or subsequent breach by the Merchant of any contract with the Carrier or for which the Merchant is at any time otherwise liable and any sums whatsoever payable at any time by the Merchant to the Carrier.

(4) The Carrier shall have the right to sell the Goods and documents by Public Auction or Treaty without notice to the Merchant and recover from the proceeds of sale such amounts as may be due from the Merchant to the Carrier without any liability towards the Merchant.
- 21. VARIATION OF CONTRACT**

No servant or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.
- 22. LAW AND JURISDICTION**

(1) Insofar as anything has not been dealt with by the terms and conditions of this Bill of Lading, the Law of Switzerland shall apply. Jurisdiction lies in Kluin / Switzerland.
- 23. VALIDITY**

In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.