

## 1. DEFINITIONS

- >>Carrier<< means the person on whose behalf this Bill of Lading has been signed.
- >>Merchant<< includes the shipper, the consignee, 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 anyone acting on behalf of such person.
- >>Goods<< means the cargo accepted from the shipper and includes any Container not supplied by or on behalf of the Carrier.
- >>Container<< includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to consolidate goods.
- >>Carriage<< means the whole of the operations and service undertaken by the Carrier in respect of the Goods.
- >>Hague Rules<< means the provisions of the International Convention of the 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
- >>Freight<< includes all charges payable to the Carrier.

## 2. CARRIER'S TARIFF

- The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the 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 this Bill of Lading.

## 4. SUB-CONTRACTING

- The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
- (2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier and any person by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any such person or any vessel owned or chartered by any such person any liability whatsoever on the part of such person and if any claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for this benefit, and in entering into this contract the Carrier, to the extent of these provisions does so not only on his own behalf but also as agent and trustee for such persons.

## 5. CARRIER'S RESPONSIBILITY

- (A) Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss and damage occurring during Carriage to the extent set out below.

### (1) Where the stage of Carriage where loss or damage cannot be proved

#### (a) Exclusions

- Where the stage of Carriage where the loss or damage occurred cannot be proved the Carrier shall be relieved of liability for any loss or damage if such loss of damage was caused by:

- an act or omission of the Merchant;
- compliance with the instructions of the person entitled to give them;
- insufficiency or the defective condition of packing or marking;
- handling, loading, stowing or unloading of the Goods by or on behalf of the Merchant;
- inherent vice of the Goods;
- strike, lock-out, stoppage or restraint of labour from whatsoever cause, whether partial or general;
- hostilities or warlike operations whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection or civil strife arising therefrom;
- (VIII) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
- (IX) any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable care and diligence.

#### (b) Burden of Proof

- The burden of proving that the loss or damage was due to one or more of the causes or events specified in this sub clause (A)(1) shall rest upon the Carrier. Save that the Carrier establishes that the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in paragraphs (a) (III), (IV) or (V) above, it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or event.

- (c) Where under clause (A) (1) (a) the Carrier is not liable in respect of the factors causing 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.

#### (b) Amount of Compensation

- (i) Compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Merchant at the place and time when they should have been delivered.
- (ii) The value of Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price, or, if there is no commodity exchange or current market price, by reference to the normal value of goods of the same kind and quality.
- (iii) Except as provided as provided in sub-clause (B) (e) below, compensation shall be in no circumstances whatsoever and howsoever arising exceed U.S. \$ 2.00 per kilo of the gross weight of the goods lost, damaged or in respect of which the claim arises or U.S. \$ 500 per package, whichever is the lesser.

#### (2) Where is the stage of Carriage loss or damage can be proved

- Notwithstanding anything provided for in sub-clause (A) (1) above and subject to Clause 14 (Deck Cargo and Livestock) where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

- (a) by the provisions contained in any international convention or national law, which provisions:

- (i) Cannot be departed from by private contract to the detriment of the Merchant; and
- (ii) would have 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 received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

- (b) where no international convention or national law would apply by virtue of (a) above, by the Hague Rules if the loss or damage is known to have occurred at sea or inland waterways, or

- (c) by the provisions of sub-clause (A) (1) in cases where the provisions of paragraphs (a) and (b) above do not apply. Where under the provisions of this sub-clause (A) (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law, this liability shall be determined as through the Carrier were the carrier referred to in any such convention or national law.

- For the purpose of sub-clause (A) (2) references in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waterways in the Hague Rules shall be construed accordingly.

#### (B) General Provisions

##### (a) notice of loss or damage

- The Carrier shall be deemed prime fault to have delivered the Goods as described in this Bill of Lading unless notice of loss 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 into custody of the person entitled to delivery thereunder this Bill of Lading or, if the loss damage is not apparent , within seven consecutive days thereafter.

##### (b) Time-bar

- Subject to any provision of this Clause 5 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and notice thereof given to the Carrier within eleven months after delivery of the Goods or date when the Goods should have been delivered.

##### (c) delay

- The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of destination at any particular time or to meet any particular market or use and save provided sub-clause (A) (2) above the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

- Without prejudice to the above, if the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to other relevant stage of transport provided this is not contrary to the international convention or national law concerned.

##### (d) Supply of Containers

- The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier for Carriage or delivery to the Merchant

##### (e) Ad Valorem

- Higher compensation may be claimed only when, with the consent of the Carrier the Value of the Goods declared by the Shipper, which exceeds the limits laid down in this Clause, has been stated in this Bill of Lading and extra freight paid if required. In that case the amount of the declared value shall be substituted for those limits, any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

##### (f) Hague Rules Limitation

- Subject to (e) above, whenever Hague Rules are applicable, in the determining the liability of the Carrier, the liability shall in no event exceed U.S. \$ 500 per package or unit.

##### (g) Package or Unit

- Where a Container is used to consolidate Goods and such Goods are packed into the Container by the Carrier, the number of packages or units stated on the face of this Bill of Lading in the Box provided shall be deemed the number of packages or units for the purpose of any limit of liability per package or unit provided in an international convention or national law relating to the carriage of goods by sea, as far as these packages or units are concerned, except as aforesaid such Container shall be considered the package or unit.

- The words >>shipping unit<< in U.S.A. Carriage Clause shall mean physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.

##### (h) Scope of Application

- Save as otherwise provided herein, the Carrier shall in no circumstance whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage, the defenses and limits of liability provided by for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action be founded in Contract or in Tort.

## 6. SHIPPER-PACKED CONTAINERS

- If a Container has not been stowed by or on behalf of the Carrier -
- (a) the carrier shall not be liable for loss or damage to the Goods
- (i) caused by the manner in which the Container has been stowed or
- (ii) caused by the manner of the use of the container for carriage in Containers; or
- (iii) caused by the unsuitability of defective condition of the Container provided that where the Container has been provided by or on behalf of the carrier this paragraph (III) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stowed.
- (IV) If the Container is not sealed at the commencement of the carriage except where the Carrier has agreed to seal the Container.
- (b) the Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a) (i), (ii), (iii) or (IV) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (iii) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.

## 7. 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 obligation, to open any Container or package at any time and to inspect the Goods.

## 8. CARRIAGE AFFECTED BY CONDITIONS OF GOODS

- If it appears at any time that the Goods 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(s) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take any measure(s) and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or store the same ashore or afloat under cover or in the open, at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

## 9. DESCRIPTION OF GOODS

- (1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers, packages or other units or weight of other cargoes specified on the face hereof. Proof to the contrary shall not be admissible unless in U.S.A. Carriage Clause has been transferred to a third party acting in good faith.

- (2) Except as provided in sub-clause 9 (1) above, no representation is made by the Carrier as to weight, contents measure, quantity, quality, description, condition, marks, numbers or value of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description of particulars.

## 10. SHIPPERS RESPONSIBILITY

- (1) The Shipper 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 Shipper are correct.
- (2) The Shipper shall indemnify the Carrier against all loss, damages, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars from any other cause in connection with the Goods for which the Carrier is not responsible.

## 11. FREIGHT AND CHARGES

- (1) Freight shall be deemed fully earned on receipt of Goods by the Carrier and shall be paid and not returnable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
- (3) The Freight has been based 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 reweigh, remeasure or revalue the contents, and if the particulars furnished by or on behalf of the Shippers are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the 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.
- (4) Except as may be provided to the contrary in the applicable Tariff all unpaid charges shall be paid without any set-off counter-claim deduction or stay of execution.

- (5) Freight and liquidated damages and sub-clause 11 (3) above may be recovered by the Carrier from any person falling within the definition of Merchant in Clause 1 whether or not such person is the Shipper.

## 12. LIEN

- The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due and for cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant and without any liability towards the Merchant.

## 13. OPTIONAL STOWAGE

- (1) Without prejudice to sub-clause 13 (3), the Goods may be stowed in poop, forecastle, deck houses, shelter deck passenger space, bunker space or any covered-in space commonly used in the trade for the carriage of goods.
- (2) The Goods may be stowed by the Carrier in Containers.
- (3) Notwithstanding sub-clause 13 (1), goods stowed in Containers other than flats or pallets whether by the Carrier or the Merchant may be carried on deck or under deck without notice to the Merchant such Goods (other than livestock) 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 (or the Hague-Visby Rules if otherwise applicable).

## 14. DECK CARGO (AND LIVESTOCK)

- (1) Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck (and livestock whether on deck or under deck) are carried without responsibility on the part of the Carrier for loss or damage to such livestock unless arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall indemnify the Carrier against all and any costs incurred for any reason whatsoever in connection with carriage of such livestock.

## 15. REFRIGERATED CARGO

- (1) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before receipt of the goods by the carrier.
- If the above requirements are not complied with the Merchant shall not be liable for any loss or damage to the Goods howsoever arising.
- (2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or apparatus of the Containers, vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the transport exercises due diligence to maintain the refrigerated Container in an efficient state.

## 16. METHODS AND ROUTE OF TRANSPORTATION

- (1) The Carrier may at any time and without notice to the Merchant;
- (a) use any means of transport or storage whatsoever;
- (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever;
- (c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container otherwise ;
- (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;
- (e) load or unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any place or port;
- (f) comply with any orders or recommendations given by any government or authority or any person or body acting or purposing 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;
- (g) permit the vessel to proceed with or without pilots;
- (h) permit the vessel to carry livestock, goods of all kinds, dangerous, or otherwise, contraband, munitions or warlike stores and sail armed or unarmed;
- (i) The liability set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry docking be deemed to be within the contractual carriage and shall not be deviation.
- (j) By tendering Goods for Carriage without any written request for Carriage in a specialised Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

## 17. MATTERS AFFECTING PERFORMANCE

- If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than inability of the Merchant further to safely or properly to be 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 accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the Goods commenced) may either:
- (a) without notice to the Merchant abandon the Carriage of the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carriage, in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage, and the Merchant shall pay additional costs of Carriage to and delivery and storage at such place or port or
- (b) without prejudice to the Carrier's right subsequently to abandon the Carriage under (a), upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading , against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward the Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, difficulty or disadvantage has been removed, but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Place of Delivery, named in the Bill of Lading.

## 18. DANGEROUS GOODS

- If no goods are marked as or may become dangerous, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any properly 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 transported and the goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with any applicable laws, regulations or requirements if any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to sue.
- (2) The Merchant shall be deemed to have agreed to indemnify the Carrier for any manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.
- (3) Whether or not the Merchant was aware of the nature of the goods the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this Clause.
- (4) Nothing contained in this Clause shall deprive the Carrier of any of his rights otherwise provide for.

## 19. REGULATIONS RELATING TO THE 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 and penalties or expenses 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.

## 20. NOTIFICATION AND DELIVERY

- (1) Any merchant having a claim 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.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff (see Clause 2).
- (3) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without to unstuff the Goods or that part thereof if stowed in Container and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover at the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
- (4) If the Merchant fails to take the delivery of the Goods within thirty days of its becoming due under sub-clause (2) above 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 to their value , the Carrier may, without prejudice to any other right which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

## 21. BOTH-TO-BLAME COLLISION

- The Both-to-Blame Clause as adopted by BIMCO is to be considered incorporated herein.

## 22. GENERAL AVERAGE

- General average shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient 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 notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contributions due to the Merchant Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein.

## 23. NEGOTIABILITY AND TITLE TO THE GOODS

- By accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that, unless it is marked >>non-negotiable<<, it shall constitute title to the goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods herein mentioned.

## 24. VARIATION OF THE CONTRACT, ETC.

- No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specially authorized or ratified in writing by a director of the Carrier.

## 25. PARTIAL INVALIDITY

- Should any clause in this Bill of Lading or part thereof be found to be invalid, the validity of the remaining clauses of the remaining part of the defective clause shall not be impaired.

## 26. LAW AND JURISDICTION

- (1) Actions against the carrier may only be instituted in the country where the Carrier is incorporated and shall be decided according to the law of such country.
- (2) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption authorized by any applicable laws statute or regulations of any countries.

## 27. U.S.A. CARRIAGE CLAUSE

- Where under the carriage the goods are carried by sea to or from U.S.A. port, this Bill of Lading shall be subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved 16th April 1936 (COGSA) and reference to the Hague Rules in this Bill of Lading shall include reference to COGSA. The provisions of COGSA (except as otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel. Notice is hereby given that COGSA limits compensation to U.S. \$ 500 per package or shipping unit unless higher compensation is claimed under sub-clause 5 (B) (e) above. Notwithstanding anything provided for in sub-clause 5 (A) (1) the responsibility of the Carrier with respect to Transportation in the U.S.A. to the Port of Loading or from the Port of Discharge will be procure transportation by carriers (one or more) authorized by competent authority to engage in transportation between such ports, and such transportation shall be subject to the inland carrier's contracts of carriage and tariffs. The Carrier guarantees the fulfillment of such inland carriers obligations under the contracts and tariffs.