

I. GENERAL PROVISIONS

1. Definitions

"Carrier" means the Carrier on whose behalf this Bill of Lading has been signed.
"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such persons.

"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.

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

"Vessel" includes any substituted vessel and any vessel to which transhipment may be made in the performance of this contract.

"Delivery" means delivering the Goods to or placing the Goods at the disposal of the party entitled to receive them.

"Combined Transport" arises when the place of receipt and/or place of delivery are indicated on the face hereof.

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

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels on 25 August, 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol to amend the said Convention signed at Brussels on 23 February, 1968.

2. Carrier's Tariff

The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. The relevant provisions of the applicable Tariff are available from the Carrier 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 and this Bill of Lading.

II. PERFORMANCE OF THE CONTRACT

4. Methods and Routes 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 the vessel named overhead or on any other means of transport whatsoever;
- (c) 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.
- (d) load and unload the Goods at any place or port (whether or not any such port is named overhead as the Port of Loading or Port of Discharge) and store the Goods at any place or port;
- (e) 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 invoice on the conveyance employed by the Carrier the right to give orders or directions.

2) The liberties set out in sub-clause 1) may be invoked by the Carrier for any purpose whatsoever including under-going repairs, towing or being towed, adjusting instruments, dry-docking and assisting vessels in all situations, and anything done in accordance with sub-clause 1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

5. Optional Stowage, Deck Cargo and Live Animals

- 1) Goods may be stowed by the Carrier by means of containers or similar articles of transport used to consolidate goods.
- 2) Goods whether or not stowed in containers, by the Carrier or by the Merchant, may be carried on or under deck without notice to the Merchant. Such Goods (other than livestock and plants) shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or the Hague-Visby Rules, as the case may be.
- 3) Notwithstanding sub-clause 2) above in the case of live animals and of Goods which are stowed on the face hereof as being carried on deck and which are so carried the Hague Rules and Hague-Visby Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising, whether or not caused by negligence on the part of the Carrier, his servants, Agents, or Sub-Contractors.

6. 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 (either than the inability of the Goods or any part thereof 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 accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the Carriage is 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 Carrier 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 any additional costs of Carriage to and delivery and storage at such place or port;
- (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 Goods the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, 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.

7. Sub Contracting

- 1) The Carrier shall be entitled to sub-contract on any terms for the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- 2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them, any liability whatsoever in connection with the Goods, and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servants, agents, and sub-contractors.
- 3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

III. CARRIER'S LIABILITY

8. Port to Port Shipments

- 1) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment then the Carrier's liability for loss of or damage to the Goods shall be determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading. Neither the Hague Rules nor the Hague-Visby Rules shall apply to this contract where the Goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.
- 2) If no such national law shall be compulsorily applicable, the Carrier shall be entitled to the benefit of all privileges, rights and immunities contained in Articles 1-8 of the Hague Rules. For the purposes of this sub-clause the limitation of liability under the Hague Rules shall be deemed to be one hundred pounds sterling lawful money of the United Kingdom per package or unit.
- 3) All the terms of this Bill of Lading, except Clause 9, shall apply to such carriage, save that if any term in this Bill of Lading is inconsistent with or repugnant to the Hague Rules or Hague-Visby Rules as the case may be it shall to the extent of such inconsistency or repugnance cease to have effect and be null and void.
- 4) Notwithstanding the above, the Carrier's liability, if any, shall be limited to loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel.

9. Combined Transport

Where the Carriage called for by this Bill of Lading is Combined Transport, then save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods to the extent set out below.

- 1) When the stage of transport where the loss or damage occurred is not known the Carrier shall not be liable for loss of or damage to the Goods caused by:

- (a) acts or omissions of the Merchant, or any person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods into his charge;
 - (b) insufficiency or defective condition of the packing or marks;
 - (c) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 - (d) inherent vice of the Goods;
 - (e) strike, lock-out, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of due diligence;
 - (f) a nuclear incident;
 - (g) any cause or event which the Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.
- The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in (b) to (d) 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 wholly or partly by one or more of these causes or events.
- 2) When the stage of transport where the loss or damage occurred is known:
 - (a) when the stage of transport (not being the stage of transport by sea or inland waters) where the loss of or damage to the Goods occurred is known, the liability of the Carrier in respect of such loss of or damage shall be determined by the provisions contained in any International Convention or national law applicable, whose provisions:
 - a. cannot be derogated from by private contract to the detriment of the Merchant; and
 - b. would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport 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.
 - In the absence of mandatory provisions of an International Convention or national law the provisions of Clause 9 (1) shall apply; or
 - (b) when the loss of or damage to the Goods occurred during transportation by sea the provisions contained in Clause 8 shall apply; or
 - (c) in respect of carriage by inland waters the Hague Rules shall apply if not contrary to national law compulsorily applicable in this stage of transport.

10. If the whole of the carriage undertaken by the Carrier is limited to carriage from a Container Yard (CY) or Container Freight Station (CFS) or is immediately adjacent to the sea terminal at the port of loading to a CY or CFS or is immediately adjacent to the sea terminal at the port of discharge, the liability of the Carrier shall be determined by Clauses 9(1), 9(2) and 9(3) irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or prior or subsequent thereto.

11. Amount of Compensation

- 1) Compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance premium, if paid.
- 2) If there is no invoice value of the Goods, compensation shall be calculated by reference to the value of such Goods at the place and time they are or should have been delivered to the Merchant in accordance with this Bill of Lading. The value of the 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 price or current market price, by reference to the normal value of goods of the same kind and quality.
- 3) The compensation shall not exceed the amount of one US dollar per kilo of the gross weight of the Goods lost or damaged but if:
 - (a) the Carrier's liability is determined by the Hague Rules otherwise than by national law the amount of compensation will be limited to £100 Sterling lawful money of the United Kingdom per one package or piece, or if the Goods are carried in bulk, per freight unit;
 - (b) the loss of or damage to the Goods occurred, when they were handled, stored, pre-carried or on-carried by any party subcontracted by the Carrier, the amount of compensation shall be limited to the amount recovered by the Carrier from such party;
 - (c) the Merchant with the consent of the Carrier has declared a higher value for the Goods, and this value has been stated in the Bill of Lading, such higher value shall be the limit.
- 4) In no case can the amount of compensation exceed the actual loss suffered by the Merchant.

12. Delay

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 not be liable for any delay or consequential loss or damage caused by delay unless there is such liability under any International Convention or national law, the provisions of which cannot be derogated from by private contract to the detriment of the Merchant. However, the liability of the Carrier for any loss or damage caused by delay shall in no case exceed the amount of freight for that stage of transport at which the delay occurred.

13. Notice of Loss and Time Bar

- 1) The Carrier shall be deemed prima facie 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 the custody of the person entitled to delivery thereunder under this Bill of Lading, or, if the loss or damage is not apparent, within three consecutive days thereafter.
- 2) Subject to any provision of clauses 8 and 9 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought within nine months after:
 - (a) the delivery of the Goods; or
 - (b) the date when the Goods should have been delivered.

14. Delivery/Non-Delivery of Goods

- 1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- 2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand at or on to any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. If craft are used, either than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or that part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and of Clauses 9-13 inclusive until they are discharged from such craft. The Merchant shall take delivery of the Goods after discharge. All expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
- 3) Where the Carriage called for by this Bill of Lading is Combined Transport, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).
- 4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, whether the carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to stow the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute no delivery hereunder, and thereupon the liability of 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 sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
- 5) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under sub-clause (2) or (3) 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 of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, 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 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.

IV. DESCRIPTION OF GOODS

15. Carrier's Responsibility

The Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as therein described in respect of the particulars when he had reasonable means of checking. Proof to the contrary shall not be admissible when this Bill of Lading is issued in negotiable form and has been transferred to a third party acting in good faith.

16. Shipper's Responsibility

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, measurements, quantity and weight, as furnished by him, and the Shipper shall indemnify the Carrier against all loss, damage 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 this Bill of Lading to any person other than the Shipper.

17. Dangerous Goods

- 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 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 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 Freight.

- 2) 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 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 provided for.

18. Shipper-Packed Containers, etc.

- 1) If a Container has not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods caused by:
 - (a) the manner in which the Container has been filled, stowed, packed, stuffed or loaded; or
 - (b) the unsuitability of the Goods for carriage in Containers; or
 - (c) the unsuitability or defective condition of the Container provided that where the Container has been provided by or on behalf of the Carrier, this paragraph (c) 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 filled, stowed, packed, stuffed or loaded.
- 2) 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 sub-clause 1) (a), (b) or (c) above save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph 1) (c) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless one of the provisions referred to in that paragraph apply.

19. Temperature Controlled Cargo

- 1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filing in the box on the front page of the Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant. The Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
- 2) Where the Merchant has supplied the refrigerated container the Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, installation or any apparatus of the Container.

20. One door open units

Open door Containers carried at Merchant's risk. The Merchant at his risk and without liability of the Carrier to ensure that such units are rendered for loading with one door open and that the open door is suitably latched and remains open during the voyage. The Carrier is not responsible for ensuring that the door remains open, for the ventilation, cargo temperature and cargo deterioration, if any.

21. Inspection of Goods

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

V. FREIGHT AND LIEN

22. Freight

- 1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event.
- 2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
- 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 reweigh, remeasure or revalue 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 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 under sub-clause (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.

23. 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 the 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.

VI. MISCELLANEOUS PROVISIONS

24. General Average

General average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, this covering all Goods, whether carried on or under deck.

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, Shippers, Consignees or owners of the Goods 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.
If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

25. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause approved by BIMCO is hereby incorporated into this Bill of Lading.

26. Law and Jurisdiction

The Contract evidenced by or contained in this Bill of Lading is governed by English Law and any claim or dispute arising hereunder or in connection herewith shall be determined by the High Court of Justice in London.

27. U.S.A. Clause Paramount

- 1) If Carriage includes carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (COGSA), the terms of which are incorporated herein and shall be paramount throughout Carriage by Sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the sea terminal in the United States of America before loading onto the vessel or after discharge therefrom, as the case may be.
 - 2) The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to the Goods howsoever caused while the Goods are in the United States of America away from the sea terminal and are not in the actual custody of the Carrier.
 - 3) If US COGSA applies the liability of the Carrier under the vessel shall not exceed US\$ 500 per package or customary freight unit unless the value of the Goods has been declared on the face hereof.
 - 4) Notwithstanding the provisions of Clause 26, if Carriage includes carriage to, from or through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.
- ### 28. Circular Indemnity Clause
- The Merchant shall indemnify 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.