

Conditions Mutually Agreed That

1. Definitions

Carrier means the party on whose behalf this Bill of Lading has been signed 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 Merchant includes the Shipper Holder. Consignee the receiver of the goods any person owning or entitled to the possession of the Goods or this Bill of Lading and any acting on behalf of any such persons

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

Reference to the internal law of a State shall be deemed to exclude all principles of private international law applied by such State.

2. Carrier's Tariff

The terms of the Carrier's applicable Tariff are incorporated herein Copies of the relevant provisions of the applicable Tariff fare obtainable from the Carrier upon request in the case of inconsistency between the 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

4. Sub-contracting

(1) The Carrier shall be entitled to sub contract on any terms the whole or any part of the carriage loading unloading storing waterhousing handing and any and all duties whatsoever by the Carrier in relation to the Goods.

(2) The Merchant undertakes that no claims or allegation shall be made against any servant agent or sub contractor including without limiting the generality of the foregoing terminal and depot operators 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 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 including without limiting the generality of the foregoing terminal and depot operators shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit and in existing into this contract this Carrier to the extent of those provisions does so not only on behalf but also as agent and trustee for such servants agents and subcontractors including without limiting the generality of the foregoing terminal and depot operators

(3) The expression sub contractor in this clause direct and indirect sub contractors and their respective servants and agents

5. Carrier's Responsibility

(1) The Carrier shall be liable for damage to the Goods of transportation and the time of delivery

(2) The Carrier shall however be relieved of liability for any loss or damage if such loss or damage arose or resulted from

(a) the wrongful act or neglect of the Merchant

(b) compliance with the instructions of the person entitled to give them

(c) the lack of the insufficiency of or defective condition of packing in the case of Goods which by their nature and are liable wastage or to be damaged when not packed or when not properly packed

(d) handling loading stowage or unloading of the Goods by or on behalf of the Merchants

(e) inherent price of the Goods

(f) insufficiency or inadequacy of marks or numbers on the Goods coverings or containers

(g) strikes or lock outs or stoppage or restraints of labour from whatever cause whether partial or general

(h) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence

(3) Where under sub clause 2 the Carrier is not under any liability in respect of some of the factors causing the loss or damage he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to loss or damage

(4) The burden of proving that the loss or damage was due to one or more of the causes or events specified in (a) (b) and (h) of sub clause (2) shall rest upon the Carrier

(5) When the Carrier establishes that in the circumstances of the cases the loss or damage could be attributed to one or more of the causes or events specified in (c) to (g) of sub clause (2) 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 other wholly or partly by one or more of the causes or events

6. The amount of Compensation

(6) When the Carrier is liable for compensation in respect of the loss or damage to the Goods such compensation shall be calculated by reference to the invoice value or the Goods plus freight charges and insurance if paid

(7) If there is no invoice value of the Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the Goods shall be fixed according to the commodity exchange price or if there be of goods of the same kind and quality

(8) Compensation shall not however exceed US \$ 2 per kilo of gross weight of the Goods lost or damaged

(9) 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 the Bill of Lading in that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value

7. Special Provisions

Notwithstanding any provided for in clause 5 and 6 of this Bill of Lading and subject to clauses 18 and 19

(1) If it can be proved where the loss or damage occurred the Carrier and the Merchant shall as to the liability of the Carrier be entitled to inquire such liability to be determined

(a) by the provisions contained in any international convention or national law which provision

(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 transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply. Provided that an international convention or national law may be involved as aforesaid only it would have been applicable in the contract referred to in (ii) above were governed

(2) Where the loss or damage occurred between the firm what the Goods were received by the Carrier for transportation and the time that Goods were loaded at the port of loading by the international law of the State of the place of receipt or

(3) Where the loss or damage occurred during carriage by sea by the internal of the final port of discharge or

(4) Where the loss or damage occurred between the time that the Goods were discharged at the first port of discharged and the time that the goods were delivered to the Merchant by the international law of the State of the place of delivery or

(b) Subject to (a)

(1) by the Hague Rules contained in the international Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25th August 1924, if the loss or damage is proved to have occurred at sea or inland waterways for the purpose of this sub clause the limitation of liability under the Hague Rules shall be deemed to be \$ 100 sterling Lawful money of the United Kingdom per package or unit and references in the Hague Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly

(2) If the whole of the carriage undertaken by the Carrier is limited to carriage from Container Yard (CY) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to sea terminal at the port of discharge the liability of the Carrier shall be determined by the national law which shall be applicable to the carriage by sea under paragraph (a) above or falling which by Hague Rules referred to in 1(b)/1 above irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or prior or subsequent thereto

8. General

(1) The Carrier does not undertake that the Goods shall arrive at port of discharge or place of delivery at any particular market or use and save as provided in clause 7 The Carrier shall in no circumstances be liable for any direct indirect or consequential loss or damage caused by delay

(2) Save as otherwise provided herein the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause

(3) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier or transportation or delivery to the Merchant.

9. Notice of Loss Time

(1) Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery of under this Bill of Lading or if the loss or damage be not apparent within seven consecutive days thereafter such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading

(2) Subject to paragraph (3) below the Carrier shall discharged of all liability under this Bill of Lading unless suit is brought and written notice thereof given to the Carrier within nine months after delivery of the Goods. In the case of total loss of the Goods the period shall begin to run two months after the Goods have been received for transportation

(3) Notwithstanding paragraph (2) above if the whole of the carriage undertaken by the Carrier is limited to carriage from CY or CFS in or immediately adjacent to the sea terminal at the port of loading the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year of their delivery or of the date when they should have been delivered

10. Defences and Limits for the Carrier

(1) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of damage to the Goods whether the action be founded in contract or in tort

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in clause 5 sub clause (3) if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result

11. Shipper Packed Containers

If a container has not been filled packed stuffed or loaded by the Carrier the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss damage liability or expense incurred by the Carrier if such loss damage liability has been caused by:

(a) the manner in which the Container has been filled packed stuffed or loaded or

(b) the unsuitability of the contents for carriage in Containers or (c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required or (c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior the time when the Container was filled packed or stowed or loaded

12. Inspection of Goods

The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents if it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the container of its contents or any part thereof the Carrier may abandon the transportation thereof and take any measures and or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or affect under cover or in the open at any place which storage shall be deemed to constitute due delivery under this Bill of Lading the Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred.

13. 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 total number of Container or other packages or units enumerated overleaf Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith

(2) No representations is made by the Carrier as to the weight contents measure quantity quality description condition marks numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description of particulars

14. Shippers Responsibility

(1) This Shipper warrants to the Carrier that the particulars relating to the Goods as set overleaf have 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 loss damage and expenses arising or resulting from inaccuracies in or or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under the Bill of Lading to any person other than the Shipper

Freight and Charges

(1) Freight and Charges shall be deemed fully earned on receipt of the goods by the Carrier and shall be paid and not returnable in any event

(2) The Merchants attention is drawn to the stipulation concerning currency in which the freight charges 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 particulars furnished by or other package or unit in order to re-weight re-measure or re-value the contents and if the particulars furnished by or on behalf of the Shipper are incorrect it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged which ever sum

(4) Full freight hereunder shall be due and payable at the place where this Bill of Lading to be payable elsewhere and shall be deemed to have been fully earned upon such receipt of such Goods

All charges due hereunder together with freight (if not paid at the port of loading as aforesaid) shall be due from and payable on deemed by the Shipper. Consignee Owner of the Goods or Holder of this Bill of Lading (who shall be jointly and severally liable to the Carrier therefore) at such port or place as the Carrier may require vessel or cargo lost or not lost from any whatsoever

(5) Shipper accepts full responsibility of the freight charges and any other related charges irrespective of the terms of shipment/freight payment for example; exworks, FOB and CIF terms of sale.

15. Lien

The Carrier his servants or agents shall have a lien on the goods and a right to sell the goods whether privately or by public auction for all freight (including additional freight payable under clause (10) prime, deadfreight, demurrage and storage charges, celation charges, salvage, General Average contributions and the other charges and expenses whatsoever which are for the account of the goods or the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debts whatsoever due to him by the Merchant without prejudice to the foregoing the Carrier shall be entitled to lien the Merchants cargo for any and all of the above even though concerned with oncarriage pre-carriage and or inland carriage whatsoever and or storage and despite the Merchant constituting the Carrier as his agent for the purposes of arranging such carriage and any storage. Nothing in this clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due from him to the Carrier and the amount realised by the exercise of the rights given to the Carrier under the clause

16. Optional Stowage

(1) The Goods may be stowed by the Carrier in Containers of similar articles to transport used to consolidated goods.

(2) Goods stowed in Containers other than flats or pallets whether by the Carrier or the Merchant may be carried on 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 purpose of the Hague Rules

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18. Deck Cargo

Goods (not being Goods stored in containers other than flats or pallets) which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by Sea-unworthiness or negligence or any other cause whatsoever

19. Livestock

Livestock 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 howsoever arising even though caused or contributed to by the act neglect or default of the Carrier or by the un-seaworthiness or unfitness of any vessel craft conveyance Container or other place existing at any time in the event of the Master in his sole description considering that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against the cost of veterinary services on the voyage and of forage for any period during which the carriage is delayed any reason whatsoever and of complying with the regulations of any authority of any county whatsoever with regard to such livestock

20. Methods and Rules of Transportation

(1) The Carrier may at any time without notice to the Merchant-

(a) use any means of transport or storage whatsoever

(b) transfer the Goods from one conveyance to other including transshipping or carrying the same on another vessel than the vessel named overleaf 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 part (whether or not such port is named overleaf as the Port of Loading or Port of Dislodged) and store the Goods at any such place or port

(e) comply with any other orders or recommendations given by the government of authority of any person or body acting or purposing to act as or on behalf of such government authority or having under the terms of insurance on the conveyance employed by the Carrier the right to give orders of direction

(2) The liberties set out in sub clause (1) may be invoked by the Carrier for any purpose whatsoever including undergoing 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.

21. Matters affecting Performance

If at any time the performance of the contract evidenced by the Bill of Lading is or is likely to be affected by any hindrance risk delay difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors the Carrier (whether or not the transport is commenced) may without notice to the Merchant terminate the performance of this contract as terminated and place the Goods or any part of the Merchant disposal at any place or port which the Carrier may deem so and consented with upon responsibility of the Carrier in respect of such Goods shall cease. The Carrier in respect of such charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port

22. Dangerous Goods

(1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous inflammable radio active or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulation which may be applicable during the carriage

(2) If the requirements of sub clause (1) are not complied with the Merchants shall indemnify the Carrier against all loss damage or expense arising out of the Goods being tendered for transportation of handle or carried by Carrier

(3) Goods which are or at anytime become dangerous inflammable radio active or damaging may at any time or place be unloaded stoppage or rendered harmless without compensation and if the Merchant has not given notice their nature to the Carrier under (1) above the Carrier shall be under no liability to make any general average contribution in respect of such Goods

23. Refrigerated Cargo

(1) The Merchant without previously giving written notice of their nature and particular temperature range to be maintained and in the case of refrigerated container packed by or on behalf of the Merchant further undertakes that the Goods have been properly shown 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 Carrier shall not be liable for any loss of or damage to the Goods howsoever arising

(2) The Carrier shall not be liable for any loss or damage to the goods arising from breakdowns or defects dangerous stoppage or breakdown stoppage of the refrigeration machinery plant insulation and any apparatus of the container vessel conveyance and any other facilities provided that the Carrier shall before all the beginning of the transport exercise due obligation to maintain the refrigerated container in all efficient state

24. Regulations Relating to Goods

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

25. Notification and Delivery

(1) Any mention of the Bill of Lading of parties to be notified of the arrival of Goods is solely for information of the Carrier and failure to give such notification shall not invoke 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 the Carriers applicable tariff

(3) If the Merchant fails to take delivery of the Goods or part of them in accordance with the Bill of Lading the Carrier may without notice unslow the Goods of that part thereof and store the goods or that part thereof afloat in the open or under cover or in any place and any apparatus of the container vessel conveyance and any other facilities provided that the Carrier shall before all the beginning of the transport exercise due obligation to maintain the refrigerated container in all efficient state

(4) The Merchants attention is drawn to the stipulations concerning from storage time and demurrage contained in the Carriers applicable tariff which is incorporated in the Bill of Lading

26. Both-to-blame Collision

If the (carrying) ship comes into collision with another ship as result of the negligence of the other ship and any act neglected or default in the navigation or the management of the carrying ship the Merchant undertakes to pay the Carrier or where the Carrier as trustee for the owner and or demise character of the carrying ship a sum sufficient to indemnify the Carrier and the owner and or demise charterer of the carrying ship against all loss or liability to the other or non carrying ship or her owners insofar as such loss or liability represents loss or damage to or any claim whatsoever of the Merchant paid or payable by the other or non carrying ship or her owner to the Merchant and set off recouped or recovered by the other or non carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charter or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect to a collision contact standing or other accident

27. General Average

(1) General Average shall be adjusted any port or place at the option of the Carrier and subject to clause 172 in accordance with the York-Antwerp Rules 1974 provided that there an adjustment is made in accordance with the law and practice of the United States of America or of any other country having the same law of practice the following clauses shall apply

New Jason clause

(a) event of accident danger 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 state contract or otherwise the Goods and the Merchant shall contribute with the Carrier in general average nature that may be made or incurred in respect of the Goods

(b) if a salving vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the said salving vessel belonged to strangers

(2) If the Carrier delivers the Goods without obtaining Security for general average contributions and to provide such contributions the Merchant by taking delivery of the Goods undertake personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated Amount of such contributions as the Carrier shall reasonably require

(3) The Carrier shall be under no such obligation to exercise any lien for general average condition due to the Merchant

28. Variation of the Contract etc

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

29. Vessels on Charter

In case of goods being carried by a vessel not belonging to the carrier but chartered by him than the Carrier shall be entitled to all rights, demurrer prescription exemptions from and limitations of liability available to the Owners of the Vessel as if the Bill of Lading has been issued by the Owner of the Vessel or on his behalf

The Carriers right if Consignee no ready

If the goods are not taken by the Consignee at the time when the vessel is entitled to call upon him to take possession or if they are not removed from alongside the vessel without delay. The Carrier shall be at liberty at the sole risk and expense of the Shipper Consignee and or Owner of the goods to enter and or remove the goods or to put them into craft or store or to sail away to another Port to exercise the lien and/or state under clause 11 hereof

Law and Jurisdiction

The contact evidenced hereby or contained herein shall be governed by English Law Any claim or other dispute thereunder shall be solely determined by the English Courts unless the carrier otherwise agrees in writing or the carrier specifically requests that the dispute be heard in another jurisdiction of the carriers choice.