



Independent Container Line
Bill of Lading Terms & Conditions

RECEIVED by the Carrier from the Merchant in apparent good ORDER and condition unless otherwise indicated herein, the Goods, or the Container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein described, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading and Carrier's Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading to port of discharge or place of delivery shown herein and there to be delivered unto order or assigns. If the Goods in whole or part are shut out from the vessel named on the reverse side hereof, for any cause, or having been loaded are discharged for any purpose at a port other than the named port of discharge the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of the line or at Carrier's option, of any other line.

Moreover, should either the named port of loading or the named port of discharge be unreachable, inaccessible or, in the sole judgment of the Carrier, be rendered impracticable for use for reasons beyond the control of the Carrier, including but not limited to events of Force Majeure, Acts of God, epidemic, war or warlike activities, Government interference, terrorism or attempts thereof, strikes and/or threats of strikes, lockouts, restraint of labor or other work stoppages, riots or civil commotion, etc., the Carrier may elect to load or discharge the Merchant's goods at the nearest available alternative port. Where practicable, Carrier may offer delivery or redelivery of the goods to the Merchant, as and where such goods lay. Alternatively, the Carrier may elect to transport the Merchant's goods to the nearest alternative port of loading or to the named port of discharge or place of delivery by any and all convenient means, in which event the Carrier shall be entitled to receive and the Merchant shall pay the extra costs thus incurred by the Carrier. Cargo may be landed on docks or placed in lighters at intermediate ports for the purpose of re-stowing the cargo or loading other cargo.

If required by the Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or Delivery Order.

In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back of this Bill of Lading whether written, typed, stamped, printed or otherwise, and to be bound by the Carrier's Tariff rules and regulations, which are deemed, incorporated herein, and which supersede all previous agreements, including booking notes, dock and mate's receipts and the like, any local customs or privileges to the contrary notwithstanding. The terms of this Bill of Lading shall be separable and if any part or



term hereof is invalid and/or unenforceable, the validity and enforceability of any other part or term shall not be affected.

Agents signing this Bill of Lading on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill of Lading.

An endorsement on this Bill of Lading that the Goods are "On Board" shall mean that the Goods are loaded on board the ocean vessel named in this Bill of Lading, or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the custody of an inland or ocean Carrier for Through Transportation in accordance with the terms of this Bill of Lading.

1. Definitions

- (1) "Carrier" means the party on whose behalf this Bill of Lading has been signed, as well as the Ship and/or her Owner, demise charterer (if bound hereby), the time charterer and any substituted or Underlying Carrier whether acting as Carrier or bailee.
- (2) "Container" includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO standards.
- (3) "Goods" means the cargo accepted from the Merchant and includes any Container supplied by or on behalf of the Merchant.
- (4)
 - a. "Hague Rules" as used herein refers to the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August 1924.
 - b. "Hague-Visby Rules" means the Hague Rules as amended by the protocol signed at Brussels 23rd February, 1968.
 - c. COGSA means the Carriage of Goods by Sea Act of the United States approved 16th April 1936.
- (5) "Holder" means any person or party being in possession of this Bill of Lading to whom the title or property in the Goods has passed or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.
- (6) "Merchant" Shipper, Consignee and Persons with a beneficial interest in the cargo.
- (7) "Ship" shall include the vessel named in this Bill of Lading, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance whatsoever owned, chartered, operated or used by the Carrier in the performance of this contract.



(8) "Through Bill of Lading" as used herein refers to this contract of carriage when it covers the carriage of the Goods by the Carrier from the place of receipt from the Merchant to the place of delivery to or designated by the Merchant plus one or more Underlying Carriers.

(9) "Through Transportation" means carriage of the Goods By the Carrier under this Bill of Lading from place of receipt from the Merchant to place of deliver to or designated by Merchant plus one or more Underlying Carriers.

(10) "Underlying Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any part of the transport of the Goods covered by this Through Bill of Lading.

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 upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. Merchant's Warranty

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person or party 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, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) In sub-contracting, the Carrier acts as agent and trustee for all other persons and parties named in this clause. It is understood and expressly agreed that, other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents and all terminal operators, stevedores and all other independent contractors whatsoever) is, or shall be deemed to be liable with



respect to the Goods as carrier, bailee or otherwise. However, should it be adjudged that anyone other than the Carrier is carrier or bailee of the Goods or under any responsibility with respect thereto, then all exemptions, limitations and/or exonerations from liability provided to the Carrier by law or by the terms hereof shall likewise be available to such other.

It is expressly agreed that each and every of the persons, parties and companies referred to above are intended beneficiaries, so that in no circumstances shall any servant, agent or independent contractor used by the Carrier have any liability greater than that of the Carrier. However, nothing herein shall be construed to limit or to relieve them from liability to indemnify or hold the Carrier harmless for losses or damages arising or resulting from their fault or neglect.

- (3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants, agents, and employees.

5. Clause Paramount and Responsibility of Carrier

- (A) Clause Paramount - Insofar as this bill of Lading covers the carriage of Goods by water either by the Carrier or any Underlying Carrier, the contract evidenced in this Bill of Lading shall have effect subject to the Hague Rules, or Hague-Visby Rules or COGSA as enacted in and appropriate to the country of shipment and/or any legislation making the same compulsorily applicable to this Bill of Lading. The provisions cited in the Hague Rules, Hague-Visby Rules and COGSA (except as may be otherwise specifically provided herein) shall also govern before the Goods are loaded on and after they are discharged from the ship provided, however, that the Goods are in the actual custody of the Carrier. If any term of this Bill of Lading is found to be repugnant to the Hague Rules, Hague-Visby Rules or COGSA or any other compulsorily applicable International Convention or National Law, then such repugnant provision shall be null and void without invalidating the remaining provisions hereof. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or mis-delivery or loss of or damage to the Goods howsoever caused while the Goods are not in the actual custody of the Carrier.

- (B) Notwithstanding any Clause contained herein to the contrary if the carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be determined pursuant to COGSA.

For limitation purposes under COGSA, "Package" as used herein, whether or not disclosed by the Merchant, and whether such goods are cartons, bags, pieces, or other individual units, and irrespective of size, shape, or



weight, shall mean the number of pallets or other unitized assemblages of goods that have been prepared in a manner which facilitates handling for transport, irrespective of the number of said individual units or pallets stated on the front hereof.

(C) Responsibility for Through Transportation

Where the place of receipt or place of delivery asset forth herein are inland points or ports not directly served by the Carrier the responsibility of the Carrier with respect to the Through Transportation of the Goods shall be as follows:

- (1) With respect to the Through Transportation of Goods in the custody of an Underlying Carrier from or to points or places within the United States, such Through Transportation will be governed by the provisions of COGSA.
- (2) With respect to road carriage between countries in Europe according to the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transport (CIM) dated February 25, 1961.
- (3) With respect to rail or road carriage within a European country then according to the internal law of such state and/or any International Convention, which is compulsorily applicable. In the absence of such laws or conventions then according to the Underlying Carriers' contracts of carriage and tariffs, if any. Notwithstanding the above provisions, road carriage in the United Kingdom according to the current Conditions of Carriage of Road Haulage Association Limited.
- (4) With respect to inland transportation of the Goods other than as provided in subparagraphs (1) through (3) supra, then according to the provisions of any International Convention or National Law, which is compulsorily applicable in the country where the inland transportation took place.

(D) Unknown Liability

When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefore shall be governed as provided in Clause 5 hereof.

(E) Extent of Liability for Through Transportation

In any event, the liability of the Carrier shall under no circumstances whatsoever be greater than that of the Underlying Carrier and the Carrier shall be entitled to all the rights, defenses, limitations and exemptions from liability referenced or contained herein.



- (F) Subrogation
When any claims are paid by the Carrier to the Merchant or those acting for the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all others, including Underlying Carriers on account of such loss or damage.
- (G) In the event an action is brought in a jurisdiction in which the relevant provisions of Clauses 5(A)-(F) of this Bill of Lading are held to be unenforceable, then liability for such claim shall be determined according to the internal law of the jurisdiction in which the action is brought.
- (H) The Carrier shall not be liable for loss or damage arising or resulting from:
- (1) the wrongful act or neglect of the Merchant, Consignee or those acting for them.
 - (2) compliance with the instructions of the Merchant and/or Consignee.
 - (3) any cause or event, which the Carrier could not avoid by the exercise of reasonable diligence, including but not limited to the acts of God, acts of war, terrorism, riots, and other similar causes.
 - (4) Fire during carriage by sea or inland waterways (unless caused by the actual fault or privity of the Carrier).
 - (5) The act, neglect, default or barratry of the Master Mariners, pilots or other servants of the Carrier in the navigation or management of the Ship.
 - (6) The lack or insufficiency or the defective packing of the Goods nor for Goods which, by their nature, are liable to wastage or to be damaged or that are not properly packed blocked or otherwise secured within the container.
 - (7) Defect of the container, transportable tank, flat rack, pallet or similar article of transport supplied by or on behalf of the shipper.
 - (8) Handling, loading, stowage or unloading of the goods by or on behalf of the Merchant.
 - (9) Inherent vice of the goods.
 - (10) Insufficiency or inadequacy of marks or numbers of the goods, containers, transportable tanks, flats, pallets, cases or coverings if supplied by or on behalf of the Merchant.
 - (11) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general.



- (12) Any other causes arising without the actual fault or privity of the Carrier, or without the fault or neglect of the agents or servants of the Carrier, but the burden of proof shall be on the Carrier to show that neither its actual fault or privity nor the fault or neglect of the agents or servants caused or contributed to the loss or damage.

6. General Limitations

- (1) The Carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay.
- (2) Supplementing Clause 6(1), neither shall the Carrier be liable for any other form of indirect or consequential loss or damage howsoever caused or described.
- (3) The Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from, liability provided in the London Convention of 1976. Notwithstanding the foregoing, if local law makes the Brussels Convention of 1957 mandatorily applicable, then said latter Act will be applicable under this Bill of Lading. The Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from liability contained in any national law of any nation whose laws shall be applicable.
- (4) Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading and pursuant to the United States Fire Statute, 46 U.S.C., Sec. 182, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage wheresoever and whensoever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the Ship or while the Goods are in the custody of an Underlying Carrier, unless such fire shall have been caused by the design or by the actual fault or privity of the Carrier of such affiliated corporation, respectively.

7. Amount of Compensation and Limitation of Liability

- (1) All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the net invoice value of the Goods plus freight and insurance. Notwithstanding the foregoing it is agreed that in no event shall this clause operate



to increase the Carrier's liability beyond the applicable market value at the port of discharge or place of delivery, if that be less than the net invoice value plus freight and insurance. In no event shall the Carrier be liable for any loss of profit or other consequential loss.

- (2) Subject to the compulsory application of Hague Rules or Hague-Visby Rules in non-USA jurisdictions, COGSA is applicable to all shipments to or from the United States. Accordingly, the Carrier shall in no event be or become liable for any loss or damage to or in connection with the Goods in an amount exceeding U.S. Dollars \$500 per package (as defined in clause 5(B)) or, where Goods are not shipped in packages, \$500 per customary freight unit. However, if such limitation is not available in the country in which the action is brought, then the applicable Hague Rules or Hague-Visby Rules as recognized by local law shall apply unless the Merchant has complied with the Ad Valorem requirements set out in Clause 7(3).
 - (3) Ad Valorem - Unless the nature and actual value of such Goods, have been declared by the Merchant before shipment, agreed by the Carrier, inserted into the space provided in this Bill of Lading and the required Ad Valorem additional freight rate, as contained in the Carrier's Tariff, is paid, the Carrier's liability for loss of or damage to the Goods shall be limited to those set out in the Hague Rules, Hague-Visby Rules or COGSA. If the actual value of the Goods per package or per customary freight unit exceeds such declared value, for the purposes of this contract, the declared value shall nevertheless be deemed to be the actual value. Any partial loss or damage shall be adjusted pro rata on the basis of the ratio such declared value has to the actual value. In any case, the Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus freight and insurance.
8. Notice of Claim and Time for Suit
- Unless notice of loss or damage and a general nature of such loss or damage is given in writing to the Carrier at the time of delivery of the Goods, or, if the loss or damage is not readily apparent, within three consecutive days following delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. In any event, both the Carrier and the Underlying Carrier shall be discharged from all liability in respect of any non-delivery, mis-delivery, delay, loss of or damage to the Goods unless suit is brought within one year from the date the Goods were delivered or the date the Goods should have been delivered.



9. Defense and Limits for the Carrier

The defense and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage of the Goods whether the action be founded in contract or in tort.

10. Merchant Packed Containers

Unless a Container has been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier 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 the want of due diligence on the part of the Carrier to make the Container reasonably fit for the intended purpose.
- (d) the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded, or
- (e) the discovery of any drugs, narcotics, contraband, or other illegal substances, however described, within Containers packed by the Merchant or within the Goods supplied by the Merchant.

Where Containers are stuffed and sealed by the Merchant prior to being received by the Carrier, all statements on this Bill of Lading relating to the contents of the Containers, including marks and numbers, number and kind of individual units, description, quantity, quality, weight, measure, nature, kind, value or any other particulars are furnished by the Merchant and have not been checked by the Carrier. The Carrier does not have facilities to weigh sealed Containers at the loading port and has neither weighted nor inspected the contents of the Containers. Any reference in this Bill of Lading to Shipped on Board, or Clean on Board, refers solely to the Containers and not to the contents thereof. This Bill of Lading shall be subject to Section 101 of the U.S. Federal Bills of Lading Act, 49 U.S. C. (The Pomerene Act) and it is agreed that the Carrier is entitled to that section's full protection for the entire period the Goods are in its custody including pre-loading and post-discharge periods.

11. 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 appears that the contents or any part thereof cannot be safely or properly carried without exposing the Carrier to undue risk and/or expense, the Carrier may abandon the transport and/or take any measures and/or incur any reasonable additional expense to carry or to safely continue the carriage or to store the Goods at any appropriate location, whereupon such storage shall constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

12. Description of Goods

All statements on this Bill of Lading relating to marks and numbers, number and kind of individual units, description, quantity, quality, weight, measure, nature, kind, value or other particulars of the contents of such Container(s) have been furnished by the Merchant and the Carrier accepts no responsibility for their accuracy nor any liability in respect thereof.

13. Merchant's Responsibility

- (1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.
- (2) The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars.

14. Freight and Charges

- (1) Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or ad valorem basis or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant, but Carrier may at any time, weigh, measure, and value the Goods and open packages or customary freight units to examine contents. In case the Merchant's description is found to be erroneous and additional freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, fumigating and valuing the Goods.
- (2) Full freight to the port of discharge or in case of Through Transportation to place of delivery named herein and all advances charges against the Goods shall be considered completely earned and non-refundable on receipt of the Goods by the



Carrier or Underlying Carrier as the case may be, whether the freight or charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled absolutely, to all freight and charges, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the Ship and/or the Goods lost or not lost, or the voyage changed, broken-up frustrated or abandoned. Full freight shall be paid whether the Goods be lost or damaged.

- (3) All freight and charges shall be paid in full and without any offset, counter-claim or deduction, in the currency named in this Bill of Lading. Any error in freight or in charges or in the classification of the Goods is subject to correction. If the corrected freight proves to be higher or lower than that originally charged, the Carrier will either collect or refund the difference.
- (4) The Merchant, its Consignee, agents and assigns of the Goods shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, General Average, salvage, special and other charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred to collect sums due the Carrier. Payment of ocean freight and charges to a freight forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier but shall be at the payer's sole risk.

15. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill of lading and for General Average and Salvage contributions to whomsoever due and for that purposes the Carrier shall have the right to sell the Goods by public auction or private sale with or without advance notice to the Merchant.

16. Optional Stowage

- (1) The Goods may be stowed by the Carrier in Containers or similar articles of transport.
- (2) Goods stowed in Containers whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than live animals) stowed in any covered in space or carried on deck in Containers, vans or trailers shall be deemed to have been stowed under deck for all purposes, including General Average, salvage as well as the United States Carriage of Goods by Sea Act (COGSA), the Hague Rules, Hague-Visby Rules or other compulsorily applicable international liability convention or local legislation.



17. Deck

Cargo and Live Animals. Goods which are stated herein to be carried on deck and Live Animals, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.

Live Animals 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 its servants by the unseaworthiness or unfitness of any vessel, craft, conveyance, Container or place.

18. Special Container

- (1) The Carrier does not undertake to carry the Goods refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant, but will treat such Goods or Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and all special freight, as required, has been paid. The Carrier does not accept responsibility for the function of special Container(s) supplied by or on behalf of the Merchant.
- (2) As regards the Goods which have been agreed to be carried in special Container(s), the Carrier shall not be responsible for control and care of the refrigeration units of such Container(s) when the Containers are not in the actual possession of the Carrier. The Carrier does not warrant the refrigerating machinery and the Carrier shall not be liable for any loss of or damage to the Goods caused by latent defect in the refrigeration equipment.
- (3) If the Goods have been packed into refrigerated Container(s) by the Carrier and the particular temperature setting requested by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostatic controls to the requested



temperature setting, and will exercise due diligence to maintain such temperature plus or minus 5 degrees "F" or 3 degrees "C".

- (4) If the cargo received by the Carrier is a refrigerated Container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure to properly perform these stated obligations.

19. Rust, Condensation, etc.

It is agreed that superficial rust, oxidation or condensation forming within the Container or any like condition due to moisture, humidity or the atmospheric changes encountered during transport is not the responsibility of the Carrier. If the Merchant requires special arrangements or special care for the carriage of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill of Lading and all special freight, as required, must be paid by the Merchant.

20. Methods and Routes of Transportation

- (1) At its election, the Carrier may at any time and without notice to the Merchant
 - (a) use any means or combination of means of transport or storage whatsoever
 - (b) transfer the Goods from one conveyance to another including trans-shipping or carrying the same on a vessel other than the vessel named overleaf
 - (c) proceed by any route in its 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 as the Port of Loading or Port of Discharge) and store the Goods at any such 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 insurance 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 undergoing repairs, towing or being towed adjusting instruments, dry-docking, assisting vessels in all situations and saving or attempting to save life and/or property at sea, and anything done in accordance with sub-clause (1) or any delay arising there from shall be deemed to be within the contractual carriage and not a deviation.

21. Matters Affecting Performance

if at any time the performance of the contract evidenced by this 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 has commenced) may without notice to the Merchant, treat the performance of this contract as terminated 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 and charges on goods received for transportation, and the Merchant shall pay any additional costs of carriage and delivery and storage at such place or port.

22. War Risk Expenses

The Carrier may at any time and without prior notice to the Merchant impose surcharges to cover all extra expenses (including but not limited to extra insurance premiums and costs of diversion) incurred by the Carrier as a result of the outbreak of war, hostilities, war-like operations, civil war, civil commotion, blockade, piracy or revolution regardless of whether the Ship sailed or not sailed or is underway at the time the expenses are incurred.

23. Dangerous Goods

- (1) The Merchant undertakes not to tender for transportation of any Goods which are of a dangerous, inflammable, radioactive, 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 regulations which may be applicable during the carriage.
- (2) If the requirements of sub-clause (1) are not complied with, the Merchant shall indemnify the Carrier against all loss damage or expense arising out of the Goods being tendered for transportation



or handled or carried by the Carrier.

- (3) Goods, which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place be unloaded, destroyed, or rendered harmless without compensation to the Merchant, and if the Merchant has not given notice of their nature to the Carrier under (1) above, no General Average contribution shall be due the Merchant in respect to the loss, damage or destruction of such goods.

24. Regulations Relating to Goods

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

25. Notification and delivery

- (1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- (2) The Merchant shall take delivery of Goods within the time provided in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take timely delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice remove the Goods or that part thereof and/or store the Goods or part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and whereupon all liability of the Carrier in respect of the Goods or that part thereof shall cease.
- (4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

26. Both-to-Blame Collision

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all



loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo, and set-off, recouped or recovered by the other non-carrying ship or her Owners as part of their claim against the carrying vessel or 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 of a collision or contact.

27. General Average

General Average shall be adjusted, stated and settled at such port or place as selected by the Carrier and according to the York-Antwerp Rules 1994. The General Average Statement in every instance shall be prepared by average adjusters selected by the Carrier. In the average adjustments, disbursements in foreign currency shall be exchanged into any currency at the Carrier's option at the rate prevailing at time of payment and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of final discharge of such damaged cargo. Average agreement or bond and such additional security as may be required by the Carrier, must be furnished before the delivery of the Goods. Such cash deposit, agreement or other security as the Carrier or his agents may consider requisite to cover the estimated contribution of the goods and any salvage and special charges thereon shall be made by the goods, or the Merchant(s) to the Carrier if required before delivery. Any deposits shall be payable at Carrier's option in the currency to be indicated on each occasion by the Carrier and be remitted to the Average Adjusters. Refunds of credit balance shall be paid in the same currency. It is understood that in every instance the Merchant shall remain responsible until the statement of average has been settled.

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 salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging ship 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.

28. Variation of the Contract

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

29. Law and Jurisdiction

Any claim or dispute under this Bill of Lading shall be determined, at Carrier's option, by the law and courts of the country where the Carrier has its principal place of business, or the country of shipment or delivery.