Bill of Lading - Terms and Conditions

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tainer: includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory ignent.

gith: includes the freight and any and all charges, costs and expenses whatsever payable to the Carrier in accordance with the applicable Tariff and this Bill of tariff, including but not limited to storage, per diem and demorrage.

In the part of the cargo carried under this Bill of Lading, including any packing or packaging materials and Merchant owned or leased taliners as the case may be.

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CONTRACTING PARTIES AND WARRANTY
the contract evidenced by this Still of Lading is between the Carrier and the Merchant. Every Person defined as "Merchant" herein is jointly and severally liable
that the contract evidenced by this Still of Lading is between the Carrier and the Merchant under or in connection with this Still of Lading including but not
that the obligation to pay the Freight due under it without any deduction, set-off or counter-claim. The Merchant warrants that in agreeing to the terms
and initial in this Still of Lading, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the Person entitled to the possession
the Goods or of the Still of Lading.

3. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of lading. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In case of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

4. SUBCONTRACTING AND INDEMNITY
(I) The Carrier shall be entitled, in its unfettered discretion, to sub-contract on any terms whatsoever the whole or any part of the carriage, including the right to

The Carrier shall be entitled, in its unfettered discretion, to sub-contract on any terms whatsoever the whole or any part of the carriage, including the right to the result-contract.

The Merchant undertakes that no claim or allegation whether arising in contract, ballment, fort or otherwise shall be made against any servant, agent, or bootnatcor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in contract. The contract of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in the contract of the Carrier which imposes or attempts the contract of the

of this Bill of Lading, whether or not arising out of negligence or misdelivery on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier agriculture and consequences thereof.

5. CARRIER'S RESPONSIBILITY

1) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are leaded on board the yessel and shall end when the Goods have been discharged from the Vessel and shall end when the Goods have been discharged from the Vessel shall commence only at the moment that the Goods are leaded on board the yessel and shall end when the Goods have been discharged from the Vessel and shall end when the Goods have been discharged from the Vessel and shall end when the Goods have been discharged from the Vessel and shall end when the Goods have been discharged from the Vessel and shall be active that the governing law makes the Hague or the Hague Visby Rules compulsorily applicable.

(a) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal becision extends the Carrier's period of responsibility whether in contract, tort, ballment or otherwise to all or any part of the period before loading, or the period the discharge, including for misdelivery, then the Carrier shall have the benefit of every right, imitation and billing, or the period the discharge, including from the contract shall have the benefit of every right, imitation and billing, or the period the discharge, including from the contract shall have the benefit of every right with the carrier's liability of the Carri

U.S. TRADE CLAUSE

(Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Bill of Lading shall have effect subject to the provisions of the COSSA and to the provisions of the COSSA in the Cost of the Cost

the Steen palleted and/or unities of the Correlation of the fortestine, regardless of value there and palet or unit is disclosed on the front hereof.

7. COMPENSATION AND LIABILITY PROVISIONS

(Suppet always to the Carrier's right to limit liability as provided for herein, if the Carrier is lable for compansation in respect of loss of or damage to the Goods or if any such invoice is not bona fide in the Carrier's reasonable opinion, such compansation is registed and instrument regardless or should have been delivered to the Merchant. The market value of the Goods are the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed codes at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed codes at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed codes of shall be fixed codes at the state of the Goods and the fixed codes and the state of the Goods of the same kind and/or quality.

(c) If and to the scent the Hague Rules or Hague-Valley Rules are compulsorily applicable to this Bill of Lading by virtue of clauses 5.(ii), 5.(ii)(a) or 5.(ii)(b) 3 or 4 or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague-Valley Rules are compulsorily applicable. (C) Where COGSA applies by virtue of clauses 6, either the Carrier on the Vessel shall in any event be or become liability and in no event whatsoever exceed GBP 100 stering laviful currency per package or unit. (C) Where COGSA applies by virtue of clause 6, either the Carrier on the Vessel shall in any event be or become liabile in an amount exceeding USS00 per package or per customary freight unit.

(C) Where COGSA applies by virtue of clause 6, either the Carrier on the Vessel shall any advisors that the developed provi

Merchant shall sign a subrogation receipt, reuses any unusuring interesting the scale of the sca

all diffy time and wanted reduces to the measurement of distribution of distribution of storage whatsboower, of distribution of storage whatsboower, including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof ans of transport whatsboower, even though transhipment or forwarding of the Goods by such means may not have been contemplated or any other transhipment or forwarding of the Goods by such means may not have been contemplated or

Iransfer the Goods from one conveyince to another including transinguing or ust you are sooned by any other means of transport vialsoever, even though transinguing of the Goods by such means may not have been contemprated or avided for herein; yearly the property of the

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION (i) Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharore.

the Merchant or its agent. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Scharge.

Scharge of the Merchant of the Carrier's agent at the Port of Scharge of the Carrier's agent at the Port of Scharge of the Carrier's agent at the Port of Scharge of the Carrier's agent at the Carrier's agent at the Carrier's agent at the Carrier's agent and the Calms related to loss or damage during linand Transport the shorter of Ine (9) months or any self-interpretational convention, national law, regulation or contract by virtue of clauses 5 (9), (b) 1 or 2. In the Carrier's agent at the Carrier's agent at the Carrier's agent at Carrier's agent at Carrier's and the Carrier's agent at Carrier

. MERCHANT-PACKED CONTAINERS a Container has not been packed by or on behalf of the Carrier by any servant of the Carrier, it shall be deemed a Merchant packed 11. MERCHANT-PACKED CONTAINERS If a Container has not been packed by or on behalf of the Carrier by any servant of the Carrier, it shall be deemed a Merchant packed Container and the following provisions will apply:
(i) The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of it being sound and suitable for use for the relevant Goods.
(ii) The Carrier shall not be liable for loss of or damage to the Goods caused by Coods.
(a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or (b) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified (b) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified

suitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, it incr has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon on by the Merchant at or prior to the time when the Container was nacked or

(d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.
(iii) The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customs or security control intact, or the Carrier can establish bona file circumstances in which the original seal as affixed by the Survey of the Carrier shall not be false for any shortage of Goods ascertained upon

delivery.
(iv) 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 clause 11.(ii), including but not limited to damage to Container, other cargo and the Vessel.

The REFIREDERATION, HEATING, INSULATION
(1) Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Bill of Lading, and extra freight paid, if a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius while need to the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius while the Goods are in its possession. The Merchant is not to sat and/or check that the temperature plus or minus 2 degrees Celsius while the Goods are in its possession. The Merchant is not to sat and/or check that the temperature controls on the Container are at the required carrying temperature for the relevant gods and the Merchant is bound to properly and adequately set the vents. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier has the right but not the obligation to refuse to except any Container loaded by the Merchant for a carrying temperature.

shipment where the Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.

(ii) The Merchant must take note that refrigerated Containers are not designed:
(a) to cool or freeze Goods which have been loaded into a Container at a temperature higher or lower temperature. The Carrier's shall not be responsible for the consequences of the Goods being loaded at a higher or lower temperature than 10 to the responsible for the consequences of the Goods being loaded at a higher or lower temperature than (b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container.

(iii) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, breakdown of the Grosting, provided that the Carrier vercised de diligence before releasing the empty Container to the Shaper prior to the Carriage. Carriage, provided that the Carrier vercised de diligence before releasing the empty Container to the Shaper prior to the Carriage. Actual possession of the Carrier. The Carrier will not accept responsibility for the recording of temperatures in any form other than any refer log book maintained on board the Vessel as the case may be. The Carrier does not accept to comply with any governmental program or protocol unless noted on the front page of this Bill of Lading and additional Freight is paid.

program or protocol unless noted on the front page of this Bill of Lading and additional Freight is paid.

3. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
Inspection—The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weight the honders without notice to the Morgant. Special circumstances—If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or faking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) the any measures not relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) the any measures in a chandon the carriage and/or to store them ashore or affoat, under cover or in the open, at any place, whichever Carrier in its absolute discretion considers most appropriate, and any sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expenses on incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsever arising from any action or lack of action under this clause.

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14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

15. This Rill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise or this Rill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise or this Rill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the Carrier in apparent good order and condition, except as otherwise or the receipt by the carrier in apparent good order and condition good o

14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Carriers Receipt" on the front hereof. Containers or other packages or units indicated in the box entitled "Carriers Receipt" on the front hereof. Codes and the Carrier shall be under no responsibility whitsexever in respect of such description or particulars.

(iii) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant or receipt of this Bill of Lading and that sub particulars, and yother particulars provided by or on behalf of the Merchant warrants that the Goods are safely and securely packed in the Container.

(iv) The Merchant acts warrants that the Goods and/or Merchant warrants that the Goods are safely and so warrants that the Goods are shell of the Goods are shell of the Merchant or one of the Container.

(iv) The Merchant acts warrants that the Goods and/or Merchants or the Container.

(iv) The Merchant so warrants that the Goods and/or Merchants or the Container.

(iv) The Merchant so warrants that the Goods and the Merchant of the Good and the Merchant of the Container of the Container.

(iv) If any particulars of any letter of credit and/or involved the Container of the Goods and the Merchant and or the Container.

(iv) If any particulars of any letter of credit and/or involved the Container of the Merchant and or his convenience. The Merchant such particulars are shown at the sole risk of the Merchant and or his convenience. The Merchant packed contained in the Container of the Merchant and the Merchant and the Merchant and the Merchant and the Container of the Merchant and the Merchant and the Merchant and the Container of the Merchant and the Merchant and the Merchant and the Merchant and the Merchan

or losses (including, without prejource to use gene-way or an approximate of any illegal, increated in institute of decidarishio, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereor, incuming reasonitation of any illegal, increated in institute of the control of the property of the control of the control of the control of the property of the control of

15. DANGEROUS OR HAZARDOUS GOODS
(i) The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval (i) The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them.
When the Marchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Memorant shall fully inform the Carrier in writing of the presise and accurate When the Marchant delivers goods of a dangerous or hazardous nature to the Carrier, the Memorant shall fully inform the Carrier in writing of the presise and accurate the Carrier them of the Carrier's the Marchant shall fully inform the Carrier in writing of the presise and accurate the carrier them of the Carrier's the Marchant shall be displained by any applicable regulations, including regulations contained in any relevant international treaty or convention.
(ii) The Merchant shall be fully liable for and shall indemnity, hold harmless and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, duringue, delivery, whether on a shallon demnity, whether on a shallon are allowed in the shallon of the property, whether on a shallon are allowed in the shallon of the property, whether on a shallon are allowed in the shallon of the property of clause \$1.00, whether on not the Marchant was aware of the nature

of such Goods.

(iii) Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

16. FRIGHT AND CHARGES
(I) Frieight tas been calculated on the basis of the Shipper's particulars and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be lable therefor and also for any expense thereby incurred.

(I) All Freight tas been calculated on receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship andor cargo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deduction.

(G) Every Person defined as "Merchant" in clause 1 shall be jointly and severally lable to the Carrier has person and for the performance of all the obligations of the each of the Persons defined as "Merchant" in clause 1 herein. Any Person engaged by the Merchant to perform forwarding services payment to the Carrier in any event whatsoever. Failure of such third parties to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

Trom recovering from the Merchant the difference between the amount due to the Carrier and the net amount realised by such sale.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK.

(6) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriegs. Save as provided in clause 18(ii), such Goods (seepel) fluestock) carried on or under deck and whether or not slot be carried on deck, 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 COSA or any compulsionly applicable legistation and shall be carried subject to such Rules or Act, whichever is applicable.

(a) Goods which are out of gauge and/or are stowed on or in open top containers, filaracts or platforms, and which are stated on the front hereof to be carried on deck, and all hesetock whether carried on deck, or under deck, are carried without any responsibility whatsoever on the part of the COSA shall not apply.

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9. MATTERS ADVERSILY AFFECTING CARRIEFS PERFORMANCE

(I) If any time the carriage is or is tilely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and hovespever arising which cannot be ended by the Carrier by the excress of resounced be endeavors, feven though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at it is sole discretion and without notice to the Merchant and whither or not the carriage is commoned either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to alther Port of Description or Place of Delivery, or the Pools to the contracted Port of Discharge or Place of Delivery, or the Pools to the Carrier may at its sole discretion and without notice to the Which is usual for Goods consigned to that Port of Discharge or Place of Delivery, or the Pools to the United Pools to the Carrier may at the Carrier may at the Carrier and endeavour to forward them as soon as (c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall be entitled to follow the Carrier in respect of such Goods shall cease. The Carrier shall be entitled to such additional Freight and costs as the Carrier may detered the terms of this clause 19, (10) in the Carrier in respect of such Goods shall cease. The Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.

20. NOTIFICATION AND DELIVERY

20. NOTIFICATION AND DELIVERY

(I) 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. Failure to give such notification shall not subject the Carrier to any liability nor relieve the Merchant of any obligation hereunder.

(I) Any mention in this Bill of Lading of parties to the Goods within the time provided for in the Cardier shall not set of the Goods within the interpretation of the Goods shall not be considered to the Goods and the sole of the Goods. He sole risk of the Merchant Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, including for modelevery or non-delivery and liability whatsoever of the Carrier in respect of the Goods, including for modelevery or non-delivery or non-deliver

21: BOTH TO BLAME COLLISION CLAUSE

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 management of the Carrier in the new part of the Carrier against all loss or liability to the other or non-carrying ship or her owners of the countrier in the configuration of the Carrier in the Carrier against all loss or liability to the other or non-carrying ship or her owners of said Goods, paid or her owners of said Goods and set of the Carrier in the Carrier against all loss or liability to the owners of said Goods and set of the Carrier in the Carrier against all loss or liability to the Carrier against agai

I. SEVERABILITY AND VARIATION OF TERMS, FINAL CONTRACT
terms of this Bill of Lading shall be severable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid
to the solid of Lading shall be severable and, if any term or provision hereof or any part of any term or provision hereof. This Bill of Lading is the final contact
the solid or any terms or provision hereof. This Bill of Lading is the final contact
when the parties which supersedes any prior agreement or undestandant, whether in writing or orally, save where this Bill of Lading shall be construed together. This Bill of Lading and its terms and
middloss may not be changed orally.

24. GOVERNMENT ORDERS

Notwithstanding anything to the contrary herein, the Merchant acknowledges that the Carrier and the Master may at any time comply with any orders, recommendations or directions of any government(s) or international organization(s) or authority/authorities or Persons or body acting or purporting to act with the authority of such government(s) or international organization(s) or authority/authorities.

25. IDENTITY OF CARRIER
If dispate the terms of this Bill Lating any court, tribunal or authority in any place what-so-ever ruled or claimed that any party, other than the Carrier is the carrier and/or t