

CONDITIONS OF CARRIAGE

1. **DEFINITIONS**
- "Carrier" means the Party on whose behalf this Bill of Lading is issued.
- "Goods" means the whole or any part of cargo and any packaging accepted from the Shipper and includes non-contained unit(s)/crates, flat racks, pallets, transportable tanks and any equipment not contained or secured on or behalf of the Carrier.
- "Container" includes any ISO container, trailer, transportable tank, flat rack or any similar article used to consolidate Goods and any equipment thereof or connected thereto.
- "Merchant" includes Shipper, Holder, Consignee, Receiver of the Goods, and any person named or entitled to the position of any of these in this Bill of Lading and anyone acting on behalf of any such persons.
- "Person" includes an individual, group, corporation, company or any other legal entity.
- "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.
- "Sub-Contractors" shall mean and include direct and indirect sub-contractors and their respective servants and agents, owners and operators of any Vessels (other than the Carrier), stevedores, terminal and group operators, and any independent contractor employed by the Carrier in performance of the carriage.
- "Third Party" means any master, firm or corporation or other legal entity (including but not limited to the Carrier, Officers and crew of the vessel, all agents and Sub-Contractors) whatsoever other than the Carrier.
- "Unit of Account" shall mean Special Drawing Rights as defined by the International Monetary Fund.
- "Vessel" means the vessel named in box 1 [overleaf] and means the intended ship, craft, freighter and any ship, craft, lighter, barge, feeder or other ocean vessel which is or shall be substituted, in whole or in part, for the vessel named in box 1.
- "Hague-Visby Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading adopted at Brussels on 25 August 1924 with the express exclusion of Article 5.
- "Hague-Visby Rules" means the provisions of the Hague Rules 1924 as amended by the protocol adopted at Brussels on 23 February 1968, and 21st December 1979 (Dowry Protocol) where applicable.
- "Freight" includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including demurrage and expenses.
2. **CARRIER'S TARIFF**
- The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of inconsistency between the applicable Tariff and this Bill of Lading, this Bill of Lading shall prevail except that the applicable Tariff shall govern as to the Freight.
3. **ISSUANCE AND ACCEPTANCE OF THE BILL OF LADING**
- The Bill of Lading shall be deemed issued and accepted by the Merchant, although the Bill of Lading shall not be physically issued unless specifically required by the Merchant. In accepting this Bill of Lading, the Merchant agrees to be bound by any and all conditions, stipulations, exceptions, limitations, clauses, terms, conditions, notices, printed writers, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding. The Merchant agrees that all agreements or freight contracts or other documents, bills of lading, receipts or other documents are superseded by the Bill of Lading, including any previous engagements between the Merchant and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels.
4. **WARRANTY**
- The Merchant warrants that in agreeing to the terms herein he or she, has the authority to contract on behalf of the person owning or entitled to the possession of the Goods and this Bill of Lading.
5. **CONTRACTING PARTIES**
- The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every Person defined as "Merchant" is jointly and severally liable to the Carrier for all undertakings, responsibilities and liabilities of the Merchant arising out of or in connection with this Bill of Lading and to pay the Freight due under it without deduction or set-off.
6. **NON-VESSSEL OPERATING COMMON CARRIER (NVOCC)**
- If the Merchant is a Non-Vessel Operating Common Carrier (NVOCC), and has issued, or intends to issue, other contracts of carriage for parts covering the Goods, or part of the Goods, transported by this Bill of Lading, issued NVOCC warrants and guarantees that all contracts of carriage issued by the Merchant are in conformity with the applicable Tariff and incorporate the Terms and Conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those Terms and Conditions, the Carrier shall indemnify the Carrier, its servants, agents and Sub-Contractors against all resulting consequences.
7. **SUB-CONTRACTING AND INDEMNITY**
- (i) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including but not limited to further sub-contracting, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- (ii) In contracting for the following exemptions and limitations and exoneration from liability, the Carrier is acting as agent and trustee for all other persons named in this Clause. It is understood and agreed that, other than the Carrier, no Third Party is, or shall be deemed to be liable with respect to the Goods as carrier, bailee or owner of the Goods or as agent or as a party to whom the Carrier is or shall be deemed to be liable with respect to any responsibility with respect thereto. All exemptions and limitations and exoneration from liability provided by the law or by any other applicable law shall be available to the Carrier. It is also agreed that this Third Party is an intended beneficiary, but nothing herein contained shall be construed to limit or relieve any Third Party from liability to the Carrier or to any other party or result from any limitation of liability claim or allegation shall be made against any Third Party for any liability whatsoever in connection with the carriage of the Goods whether or not arising out of negligence on the part of the Third Party and, if any such claim or allegation is made, the Merchant shall indemnify the Carrier against all consequences thereof.
- (iii) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or Sub-Contractor, 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 carriage of the Goods or any other liability or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Sub-Contractor, in the event that he or she is held liable for any liability whatsoever in connection with the carriage of the Goods, shall be deemed to have accepted the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and to enter into and execute all such provisions, notices, demands, provisions, do not so only on his own 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.
8. **CARRIER'S RESPONSIBILITY**
- (i) When loss or damage has occurred between the time the Goods are loaded on board the Vessel and the time of discharge of the Goods from the Vessel, the responsibility of the Carrier shall be deemed to be in accordance with any national law making the Hague Rules, or any amendment thereof, compulsory applicable to this Bill of Lading. If there are no such rules compulsorily applicable, the Hague-Visby Rules shall apply. The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, if such loss or damage arises prior to loading onto or subsequent to the discharge from the Vessel. Notwithstanding the above, in the event that any applicable law or other provisions to the contrary that the Carrier has responsibility prior to loading onto or subsequent to the discharge from the Vessel, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague-Visby Rules as applicable by this Clause during such additional compulsory period of responsibility, notwithstanding that such damage or loss occurred after the Merchant shall have the burden of proving that the Carrier is in breach of and/or failed in any other obligation (1) in relation to the Goods and that the Carrier is liable in full, including in relation to the loss of or damage to the Goods, in relation to the defenses contained in Article IV Rule 2 of the Hague-Visby Rules (as applicable), with the exception of defenses (a) and (b). (2) The Merchant must first establish that the Goods were delivered in a damaged condition or lost by the Carrier; (3) the evidential burden then passes to the Carrier; (4) providing a prima facie defence based on an excluded peril; (5) the evidential burden then passes to the Merchant to rebut that prima facie defence by (a) establishing negligence or a failure to properly and carefully care for and carry the Goods; and (b) that the Carrier is liable in full for the damage and/or loss claimed by the Merchant, or for consequential damage, in the event that this Bill of Lading concerns shipments of Goods to or from the United States then the US Carriage of Goods by Sea Act (COGSA) shall apply.
- (ii) Subrogation. When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all others, including underwriting Carriers, on account of such loss of damage.
- (iii) If the Carrier is requested by the Merchant to procure carriage by an inland carrier (that is, by rail or road carrier), and the inland carrier is the disponent owner of the goods, no such carriage shall be procured by the Carrier as agent only to the Merchant and the Carrier shall have no liability whatsoever for any loss or damage to the Goods or for any direct, indirect or consequential loss or damage resulting from such inland carriage or the acts or omission of such inland carrier.
9. **THE AMOUNT OF COMPENSATION**
- (i) Subject to the Carrier's right to limit liability as provided herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight charges and insurance if paid.
- (ii) Where there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time when the Merchant in accordance with any national law applicable at that time should have been delivered. The value of the Goods shall be fixed according to the commodity exchange price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. The Carrier shall not be liable for consequential damage, or consequential indirect damage, or profit or consequential damage.
- (iii) Compensation shall not however exceed 666.67 Units of Account per package or unit or 2 Units of Account per kilogramme of gross weight of the Goods lost or damaged, whichever is higher.
- (iv) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Bill of Lading may be claimed only when 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 the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
- (v) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defense, exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.
10. **GENERAL**
- (i) The Carrier does not undertake that the Goods shall arrive at the point of discharge or at the place of delivery at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or to meet any particular market or other requirements of the Carrier shall in no circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay.
- (ii) If the Carrier should nevertheless be held liable for any direct or indirect or consequential loss or damage caused by delay, it is hereby expressly agreed that the Carrier's liability shall in no case exceed the freight paid for the transport covered by this Bill of Lading.
- (iii) Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.
- (iv) Once the Goods have been received by the Carrier for carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the carriage of the Goods or the exercise of the liberties conferred by this Bill of Lading nor to insist on or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named in the reverse hereof or such other Port or Place selected by the Carrier in its sole discretion. The Carrier shall not be bound to whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses incurred or suffered by the Carrier, its Sub-Contractors, or agents or employees in connection with the carriage of the Goods, or any other cargo or loss or damage or injury or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the carriage of the Goods.
11. **NOTICE OF LOSS / TIME BAR**
- (i) Unless notice of loss of damage to the Goods and the general nature of such loss of damage is given in writing to the Carrier or its agents at the place of delivery of the Goods or at the place where the loss or damage occurred, such notice shall be void and of no effect. Such notice shall be given before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under the Bill of Lading, or if the loss or damage is not apparent within consecutive days thereafter, such receipt shall be deemed to be "prima facie" evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.
- (ii) Notwithstanding paragraph a) above, the Carrier shall be discharged from all liability whatsoever in respect of the Goods if the loss or damage occurs within one year of their delivery or of the date when they should have been delivered.
12. **DEFENCES AND LIMITS FOR THE CARRIER**
- (i) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action brought by the Carrier for loss of or damage to the Goods whether the action be founded in contract, in tort or otherwise.
- (ii) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 5, sub-clause (ii) 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.
13. **SHIPPER-PACKED CONTAINERS**
- (i) If a Container has not been packed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the content and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier, if such loss, damage, liability or expense has been caused by any matter beyond his control, including, inter alia, without prejudice to the generality of this clause:
- a) the manner in which the Container has been packed; or
- b) the unsuitability of the contents of the Container; or
- c) the unsuitability or defective condition of the Container or the incorrect sealing - ventilation of any refrigeration controls thereof, 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
- d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or carriage in refrigerated Containers or any other property pre-cooled to the correct carrying temperature.
- (ii) Container with Goods packed by the Merchant shall be properly sealed by the Merchant and, if the Container is delivered by the Carrier with any original seal intact, the Carrier can establish bona fide circumstances in which the original seal was replaced. The Carrier shall not be liable for any shortages of Goods ascertained at delivery.
- (iii) In regard to refrigerated cargoes, the term "apparent good order and condition" when used in this Bill of Lading with reference to the Goods which require refrigeration does not mean the Goods are in good order and condition at the Carrier as being at the designated carrying temperature. Where a carrying temperature is indicated the Carrier merely undertakes that the container is equipped to maintain the temperature as indicated, but the Merchant remains responsible for the consequences of any temperature irregularities prior to receipt or after delivery by the Carrier.
- (iv) The Carrier shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising from and caused by one or more of the matters referred to in this clause but not limited to damage to Container, other cargo and the Vessel.
14. **INSPECTION OF GOODS**
- (i) The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Merchant. 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, the Carrier shall in relation to the Container or the Goods or any part thereof, the Carrier may either not deliver the Goods (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or deliver the Goods to the Port of Call and/or to the place of disposal of the Goods or to abandon the transport thereof and/or to store the same ashore or afloat under cover or in the open air at any place, whichever the Carrier in his absolute discretion considers most appropriate and any sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. Should the Goods be found to be mis-declared, the Carrier reserves the right to stop the transport at any time according to Clause 23 of this Bill of Lading.
- (ii) The Merchant shall indemnify the Carrier against any additional expense incurred by the Carrier as a result of mis-declared Goods. The Carrier in exercising the liberties contained in this clause shall be under no obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any action or lack of action under this clause.
- (iii) In addition, if by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unloading, inspection or re-packing. The Carrier shall be entitled to recover the cost of such opening, unloading, inspection and re-packing from the Merchant.
15. **DESCRIPTION OF GOODS**
- (i) 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 enumerated overall. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.
- (ii) No representation 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.
16. **SHIPPER'S/MERCHANT'S RESPONSIBILITY**
- (i) The Merchant warrants that the Carrier that the particulars relating to the Goods as set out overall 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. The Merchant also warrants that the Goods are safely and securely packed in the Container.
- (ii) The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no controlled, drugs, other illegal substances or hazardous, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant, or to any other cargo, Container, Vessel or Person during the carriage.
- (iii) The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inadequacy or inadequacy of such particulars or from any other cause in connection with the Goods which the Carrier is not responsible.
- (iv) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the full fulfilment of all obligations undertaken by the Merchant in this Bill of Lading.
- (v) The Merchant shall comply with all regulations or requirements of customs, ports and/or other authorities, with the provisions of applicable anti-terrorism laws, including but not limited to the United Nations Convention against Corruption (2003), the US Foreign Corrupt Practices Act of 1977, the Bribery Act of 2010, with any other applicable economic sanctions regulations, including but not limited to the ones published by the United States, European Union and United Nations. The Merchant further represents and warrants that the Goods are not controlled by any national law applicable by the United States, European Union, or United Nations as a "Blocked Person", "Denied Person", "Specially Designated National". The Merchant shall bear and pay all duties, taxes, fees, import duties or losses (including, without prejudice to the generality of the foregoing, freight for any additional carriage undertaken) incurred or suffered by reason of any failure to comply, or by reason of any illegal, incorrect, or insufficient marking, numbering or addressing of the Goods, improper/inadequate filing of documents before the Customs or the discovery of any drugs, narcotics or other illegal substances within containers packed by the Merchant or inside Goods supplied by the Merchant, or any other substances discovered inside the Container, or stamp duty imposed by any country, and shall indemnify the Carrier against all loss or damage whatsoever, arising from non-compliance of the Clause.
- (vi) The Merchant warrants to the Carrier that the Goods shall comply with SOLAS Chapter V, Regulation 2, paragraph 6. In this respect, the Goods shall not be loaded on the Vessel unless the Merchant has provided the Carrier with the Verified Gross Mass certificate ("VGM") at not less than 24 hours prior to Vessel arrival.
- The Merchant warrants the accuracy / correctness of the information stated in the VGM or its authenticity and the Merchant shall indemnify the Carrier against all loss, damage and expense whatsoever under any action arising from or by the use of such information.
- Issue whatsoever in respect of or associated with VGM, including but not limited to weights / re-weights / re-certification, shifting within the Terminal and/or cancellation charges shall be the responsibility of the Merchant.
17. **FREIGHT AND CHARGES**
- (i) Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, including but not limited to circumstances, where the Vessel and/or Goods are lost or the voyage abandoned.
- (ii) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the applicable Tariff.
- (iii) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier may at any time upon any Container or other package or unit or on or under this Bill of Lading is issued or at such place as required by the Carrier, in each without any set off, counter-claim, deduction on receipt of the Goods or part thereof to the Carrier for shipment. All charges due hereunder (including but not limited to the Freight, demurrage, storage, etc.) shall be due from and payable on demand 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 for the such part or parts of the Freight as may require, vessel or cargo lost or not lost from any cause whatsoever).
- (iv) Any person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight by the Merchant to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.
- (v) If the Merchant fails to pay the Freight upon the due date, it shall become liable for the payment of a monthly interest at 1.5 % of the overdue amounts, without need of any notice.
18. **LIEN**
- The Carrier, its servants or agents shall have a lien on the Goods and any documents relating thereto for all amounts due to the Carrier by the Merchant under any other contract whether or not related to the carriage of the Goods and for general average contributions to whatsoever due and for the cost of recovering the same and also for all previously unsatisfied debts whatsoever due to the Carrier by the Merchant, and for that purpose shall have the right to sell the Goods by public auction or private treaty notwithstanding the rights of the Merchant.
- Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realized by such sale.
- The Carrier may exercise its lien at any time and at any place in its sole discretion, through the action of any servant, agent or Sub-Contractor, whether the contract of carriage is completed or not. The Carrier's lien shall also extend to cover the cost and legal expense of recovering any sums due.
- The Carrier's lien shall survive delivery of the Goods.
19. **OPTIONAL STORAGE**
- Goods stowed in Containers or on 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 subject to the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading adopted at Brussels on 23 February 1968 and by the protocol signed at Brussels on 21st December 1979.
20. **DECK CARGO**
- Goods (but not ISO General Purpose Containers) which are stated herein to be carried on deck and are not cargo are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during carriage by sea whether or not caused by fire, theft or pilferage or by any other cause whatsoever and the Hague Rules, or any amendments thereof, shall not apply.
21. **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 however arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any vessel, craft, containers, container or other place existing at any time. In the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or of any person 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 liability attaching to the Carrier. The Merchant shall indemnify the Carrier against any and all extra costs incurred by the Merchant in connection with the carriage of such livestock, including but not limited to the cost of veterinary services on the voyage and of providing for any period during which the carriage is delayed for any reason whatsoever, and of complying with the regulations of any authority of any country whatsoever with regard to such livestock.
22. **METHODS AND ROUTES OF TRANSPORTATION**
- (i) The Carrier may at any time and without notice to the Merchant:
- (a) use any means of transport or route of transport;
- (b) transfer the Goods from one conveyance to another including transhipping or re-lashing the same on board the vessel named overleaf or on or on behalf of other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for;
- (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;
- (d) sail without pilot, proceed any route or discharge the Goods at the nearest or most direct or customary or advertised route) in any speed, return or not to proceed to or stay at any place or port whatsoever including the Port of Loading herein provided) once or more often and in any order in or out of the route or in a contrary direction to or beyond the point of discharge one or more times;
- (e) load and unload the Goods at any place or port whether or not any such port is named overleaf or at the Port of Loading or Port of Discharge and store the Goods at any such place or ports;
- (f) 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 commodity employed by the Carrier the right to give orders or directions;
- (g) The Berberes set out in sub-clause (i) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not limited to loading or unloading of goods, bunkering or embarking or disembarking any person(s), undergoing repairs, towing or being towed, making trial or test voyages, unloading, discharging, stowage, lashing or unlashings of goods, or any other operations, or any other actions or activities on vessels in all situations and anything done or not done in accordance with sub-clause (i) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.
23. **MATTERS AFFECTING PERFORMANCE**
- (i) If any terms or conditions of the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and however arising which cannot be avoided by the exercise of reasonable care and diligence by the Carrier, its servants or agents, or by the vessel, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or if the Goods were received for carriage) the Carrier (whether or not the transporter is concerned) may at its sole discretion and without notice to the Merchant either:
- (a) carry the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, or to an alternate Port or Place of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Clause 23(i) without notwithstanding that the Carrier shall be entitled to charge such additional Freight as the Carrier may determine; or
- (b) suspend the carriage of the Goods and store them ashore or afloat under cover in the Port or Place of Discharge or Place of Delivery, or in any other place, or to terminate the contract, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this Clause 23(i) then, notwithstanding the provisions of Clause 22 hereof, he shall be entitled to charge such additional Freight and costs (including but not limited to storage costs) as the Carrier may determine;
- (c) abandon or 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 terminate. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant shall pay any additional charges, including but not limited to, demurrage, storage or other charges, if any. If the Carrier elects to use an alternative route under Clause 23(i) or to suspend the carriage under Clause 23(i) this shall not prejudice his right to terminate the contract at any time and without notice to the Merchant.
- Notwithstanding the above, the Carrier reserves the right to re-ship the Goods without the Merchant's consent and without this act constituting an act of conversion and the Merchant shall indemnify and hold the Carrier harmless for all liabilities and expenses incurred.
24. **CARRIAGE AFFECTED BY CONDITION OF GOODS**
- If by any means at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Carriage of the Goods the Carrier may without notice to the Merchant (as his agent only) take any measures and/or incur any additional expense or carry or continue the carriage thereof, and/or sell or dispose of the Goods, and/or abandon or terminate the carriage thereof, and/or suspend or stop the carriage, and/or suspend the carriage and/or store ashore or afloat under cover or in the open air at any place, whichever the Carrier in his 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 expense and liability so incurred.
25. **DANGEROUS GOODS**
- (i) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, noxious, hazardous, inflammable, radioactive, or damaging nature or which are or may become liable to damage any person or property or to pollute the environment or to cause injury or death or to cause any official notification, international or national code, regulation, listing or table without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier attaching his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so to comply with any applicable laws, regulations or requirements, which may be applicable during the carriage.
- (ii) If the requirements of sub-clause (i) are not complied with or if the obligation of the Carrier the Goods are or are liable to become of a dangerous, noxious,
- hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight and Charges.
- (iii) whether or not the Merchant was aware of the nature of the Goods, the Merchant indemnifies and holds harmless and defend the Carrier against all loss, damage (including but not limited to detention or arrest of the Vessel) or expense whatsoever arising out of or in connection with the Goods being tendered for transportation or handled or carried to the destination.
- (iv) Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere. The Carrier shall be under no liability whatsoever to make any general average contribution in respect of such Goods.
26. **REFRIGERATED CARGO**
- (i) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a refrigerated Container packed by or on behalf of the Merchant further undertake that the Goods have been properly stowed in the Container and that its thermometric controls have been adequately set and/or checked by him and that the vents have been properly set 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 or damage to the Goods however arising.
- (ii) The Carrier has the right but not the obligation to refuse to accept any Container loaded by the Merchant for shipment where the Goods are not or were not loaded by the Container within the pre-set carrying temperature.
- (iii) If the Merchant loads Goods into a Container at a temperature higher than their designated carrying temperature, the Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor to monitor and control humidity levels, even if a setting facility exists, and become financially 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.
- (iv) The Carrier shall not be liable for any loss of or damage to the Goods arising from theft, defects, derangement, leakage, damage, destruction, stoppage of the refrigeration equipment, or any other cause, and the Carrier shall not be liable for any loss or damage to the Goods however arising from any apparatus of the Container, Vessel, conveyance and any other facilities.
27. **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, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
- (ii) The Merchant shall take delivery of the Goods at the time provided for in the Carrier's applicable Tariff.
- (iii) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice unload the Goods or that part thereof and/or store the Goods or that part thereof ashore afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and the Merchant shall indemnify the Carrier in respect of the Goods or that part thereof, including for misdelivery or non-delivery, shall cease and the cost of such storage shall forthwith be paid by the Merchant to the Carrier upon demand.
- (iv) If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge of the Goods, the Carrier shall, any expense, incurred or payable by resulting shall be for the Merchant's account.
- (v) If the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this Bill of Lading.
- (vi) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant, unload and without any responsibility whatsoever, deliver the Goods to the authorities or to any other person at the expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant under or in connection with this Bill of Lading.
- (vii) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute an absolute waiver and abandonment by the Merchant to the Carrier of all claim whatsoever in connection with the carriage of the Goods at the sole risk of the Merchant. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including legal costs, for the cleaning and disposal of Goods refused and/or abandoned by the Merchant.
- (viii) The Merchant's attention is drawn to the stipulations concerning free storage in the Carrier's applicable Tariff, which shall be incorporated in this Bill of Lading.
28. **BOTH-TO-BLAME COLLISION**
- If the (lashing) ship comes into collision with another ship, as a result of the negligence of both this ship and any other ship, or if the collision is caused by the management of the carrying ship, the Merchant undertakes to pay the Carrier, or where the Carrier is not the owners and in possession of the carrying ship, to pay to the Carrier as trustee for the owners and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owners 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 or exceeds the amount of the cargo and/or the value of the Merchant's cargo or payable by the other or non-carrying ship or her owners 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 owners or demise charterer 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, in or in relation to, the colliding ships or objects, are at fault in respect of collision.
29. **GENERAL AVERAGE**
- General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, provided that where an adjustment is made in accordance with the law and practice of the United States and America or of any other country having the same or similar law or practice, the following clause shall apply:-
- NEW ASION CLAUSE**
- (a) 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 and the Merchant 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 and special charges incurred in respect of the Goods.
- (b) If a sailing vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the said-salvage vessel belonged to strangers.
- (c) If the Carrier delivers the Goods without obtaining security for general average claims and/or claims for expenses, interest and charges of the Goods and/or personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Merchant shall determine shall be required.
- (d) The Carrier shall be under no obligation to exercise any lien for general average contribution against the Merchant.
30. **VARIATION OF THE CONTRACT, ETC.**
- This Bill of Lading is the final contract between the parties which supersedes any prior agreement, understanding, whether in writing or verbal, save where this Bill of Lading has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together.
- No servant or agent of the Carrier shall have power to vary or any term of this Bill of Lading unless such variation is in writing and is specifically authorized or ratified in writing by the Carrier.
31. **WAR RISK CLAUSE**
- The Conwarime 2013 published by the Baltic and International Maritime Council (BIMCO), a copy of which is available upon request, is hereby incorporated into this Bill of Lading.
32. **FLEXI-BAGS AND FLEXI-TANKS**
- The Merchant undertakes not to tender for transportation Flexi-bags and Flexi-tanks without giving prior written notice of their nature, to the Carrier and obtaining the Carrier's prior written consent.
- The Merchant shall be responsible for the safe stowage, lashing and securing of the cargo and shall be liable for any loss or damage or injury or death or to cause any official notification, international or national code, regulation, listing or table without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier attaching his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so to comply with any applicable laws, regulations or requirements, which may be applicable during the carriage.
33. **VALIDITY**
- (i) In the event that anything herein contained is inconsistent with any applicable International Convention or national law which governs or purports to govern private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.
- (ii) Unless otherwise specifically agreed in writing between the Merchant and the Carrier, the Bill of Lading shall be governed by the law and conditions of the Bill of Lading, and any dispute arising therefrom shall be referred to arbitration in accordance with the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading, and any dispute hereunder shall be solely determined by the English Courts in London or the jurisdiction of the courts of another country, unless the Carrier otherwise agrees in writing.
34. **LAW AND JURISDICTION**
- The contract evidenced hereby or contained herein shall be governed by and construed in accordance with English Law. Any claim or other dispute hereunder shall be solely determined by the English Courts in London or the jurisdiction of the courts of another country, unless the Carrier otherwise agrees in writing.