## TERMS AND CONDITIONS

'Carriage' means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

'Combined Transport' arises if the Place of receipt and/ or the Place of Delivery are indicated overleaf in the relevant spaces.

'Container' includes any container (including any open top container), trailer, transportan, flat or pallet or any similar article used to consolidate goods and any ancillary equipment.

'Freight' includes all charges payable to the Carrier in accordance with the Carrier's applicable tariff and under this Bill of Lading.

'Goods' means the whole or any part of the cargo accepted from the Shipper and includes any container not supplied by or on behalf of the carrier.

Haque Rules' means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendment by the Provision Sized at Brussels on 22der February 1956, but middles that the state of the Provision of the Provi

Holder' means any Person for the time being lawfully in possession of this Bill of Lading or in whom rights of suit and/or liability under this Bill of Lading have been transferred or wester!

"Merchant" includes any Person who at any time has been or becomes the Shipper, Holde Consignee, the receiver of the Goods, any Person owning or entitled to the possession of the Goods or this Bill of Lading and any Person acting on behalf of any such Person.

'Port of Discharge' means any port at which the Goods are discharged from any Vessel (which may ether be a feeder Vessel or an ocean Vessel and is not necessarily the Vessel named overleaf) after Carriage under this Bill of Lading.

'Port of Loading' means any port at which the Goods are loaded on board any Vessel (which may either be a feeder Vessel or an ocean Vessel and is not necessarily the Vessel named overleaf) for Carriage under this Bill of Lading.

Port-to-Port' carriage arises if the Carriage is not Combined Transpor

Sub-Contractor includes Dut is not immediately owners and operation of any Vessels (other than the Carriert, stevedores, warehouserier, Contrainer terminal or depot operations, and any air transport operations and any independent contrainer employed by the Carrier in the performance of the Carriage or any part thereof and any of their sub-sub-contractors, agents, and enemanders.

Vessel' means any water borne craft used in the carriage under this Bill of Ladir may be a feeder vessel or an ocean vessel.

## 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 Carrier's applicable tariff, this Bill of Lading shall prevail.

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

## 4. Sub-Contracting

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, including any loading, unloading, storing, warehousing, and handling of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- Goods.

  The Merchant undertakes that no claim or allegation shall be made against any servent, agent or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them on a visible whatesover in a vive sell owned by any of them any sublishy whatesover in or readingence on their part, and, if any such claim or allegation should nevertheless be made, to indemnity the Carlier against all consequences thereof. Without prejudic or the forecastion, every such serverut, seent and Sub-Contractor shall have the benefit of the forecastion, every such serverut, seent and Sub-Contractor shall have the benefit of the forecast, or the contractor shall have the breast of the forecast, or the contractor shall have the breast of the contractor, the contractor shall have the breast of the contractor, does not not only only the contractor of the Carlier, to the extent of those provisions, does so not only on its own behalf, but all one segar and trusted for our be-events, agent and doubled now have the sevents, agent and doubled now have the sevents.

# 5. Carrier's Responsibility - Port-to-Port Carriage

- (1) Where the Carriage is Portice-Post, the faishity (if any) of the Carriar for loss, damage of when to the Cooke occurring from and disting loading onto any Verset law to end during discharge from that Verset let on the control of the Cooke have been transchipped stable to determined in accordance with any rational law making the Haque Rudes computedly applicable to this Bill of Lading, or in any other case in accordance with Articles 1-8 inclusive only.
- The Carrier shall be under no liability whatsoever for loss, damage, or delay to the Goods. howsoever caused and howsoever arisin, if, such loss, damage, or delay is caused or arises prior to loading not no subsequent to discharge from a Viessel. Notwithstanding the above, in case and to the extent that any applicable law provides for any additional price of responsibility. The Carrier shall have the benefit of every right, defence, imitation and literty in the Haque Rules as applied by this clause durin that period, notwithstanding that the loss, damage or delay of not cours at sea.
- In the event of the Goods being discharged at a port other than the Port of Discharge nominated in this Bill of Ladriq and flowarded to the nominated Port of Discharge by whatever means, the Haque Rules as referred to in paragraph (1) of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), nowthat

Where the Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name b procure performance of the Carriage from the Place of Receipt or the Port of Cardiary, withchest is applicable, but Port of Discharge or the Place of Receipt or the Place of Reversor to the Reverso

- (a) Exclusions: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for any loss, damage or delay if such loss, damage, or delay was caused by: -
- an act or omission of the Merchant or any Person acting on behalf of the Merchant, other than the Carrier, his servants, agents, and Sub Contract
- the lack or insufficiency of or defective co
- handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on behalf of the Merchant;
- inherent vice of the Goods;
- a nuclear accident
- any cause or event which the Carrier could not avoid and the consequences of which he could not prevent by the exercise of reasonable diligence; any act or omission of the Carrier the consequences of which he could not reasonably have foreseen; or

The bustien of proof that the loss, damage or delay was due to one or more of the causes or events specified in this Clause (it) shall rest upon the Cariner, sere that if the Claurier statisties that, if the claurier statisticance of the cause hot loss, damage of the cause follows that the claurier statistics that it is presented that it was so caused. The Machant shall hoveree the entitled to prove that floor, damage or offer was not, in fact, caused either wholly or partly by one or more of these causes or events.

Except if Clause 7(3) or Clause 30 applies, if Clause 6(1) is applicable, the total compensation for loss or damage shall under no circumstances whatsoever and howsoever arising exceed 2 SDRs per kilogramme of the gross weight of the Goods lost or damaged or 100 pounds stefring per package or unit, whichever is lower. The Carrier shall be under no liability whatsoever for any delay, howsoeve

Subject to Clauses 18 and 19, if it is known during which stage of the Carriage the loss damage or delay occurred, the liability of the Carrier in respect of such loss, damage or delay shall be determined.

- (a) by the provisions contained in any international convention or national law which provisions:-
- cannot be departed from by private contract to the detriment of the Merchant, and
- (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which had less, damage or delay occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or rational law applicable; or
- (b) by the Haque Rules, Articles 1 8 inclusive only, if the loss or damage or delay is known to have occurred during waterborne Carriage and no international convention or national law would apply by virtue of Clause 6(2)(a): or
- (c) by the provisions of Clause 8(1)(a). (b) and (c) if the provisions of Clause 8(2)(a) and (b) above do not apply.

For the purposes of Clause 6(2), references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

- (3) If the Place of Receipt or Place of Delivery is not named on the face hereof
  - (a) If the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss, damage, or delay to the Goods, howsoever caused, if such loss, damage or delay arises prior to loading onto the Vessel.
  - (b) If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever caused, if such loss or damage arises subsequent to discharge from the Vessel.

Notwithstanding the above, in case and to the extent that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Haque Rules during that period, notwithstanding that the loss, damage or delay did not occur at sea.

## 7. Compe ation and Sundry Liability Provisi

Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is label for any playment or compensation in respect of loss of or damage to the Goods, such concensation shall be calculated by the element to the invited was less of the Goods, such concensation shall be calculated by the element to the invited was less of the Goods of the Carrier's shall be found to the calculated by such invice is not bons fide, such payment or compensation shall be calculated by such reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Metchant. The value of the Goods shall be fixed by reference to the market allow of goods.

Hague Rules Limitation

An Various The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in the Sill Ladicing many not be found underse, with the connect of the Carrier to value of the Good declared by the Silvager and to the commencement of the Carriade as state of the Carrier of the partial loss or damage shall be adjusted pro-rate on the basis of such declared value.

- (1) The Carrier does not undertake that the Goods shall arrive at the Post of Discharge or Place of Delivery at any particular time of to meet any particular marker or use and the Carrier shall in the contrastances wherever and horselver since the balled to any Carrier shall in the contrastances wherever and horselver since the balled to any applicable international convention or national law which cannot be departed from by private contrast, the Carrier is held to be not entitled to conditively exclude labeling of desty, it is heatily sometime and the Carrier's faibling for such diships shall not exceed the amount of Fregit's for the Carrier's faibling for such diships shall not exceed the amount of Fregit's for the Carrier, salling under this Bill of clading.
- Save as is otherwise provided for in this BII of Lading, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for any direct, indirect, o consequential loss or damage or loss of profits arising from any other cause whatsoever.
- The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant wh before or after the Goods are received by the Carrier for transportation or delifte Merchant.
- (4) Any superficial rust, oxidation, or condensation inside a Container or any like condition due to moisture is not the responsibility of the Carrier, unless the said condition arises out of the Carrier's failure to provide a seaworthy Container to the Merchant prior to loading.

- Unress notice of loss, damage or delay to the Coods, specifying the general nature of such loss, damage or delay, is given in writing to the Carrier or to his representative as the Place of Delawing or the Place of Delawing is not placed to the Place of Delawing in Place of Place is a made on the Place of Delawing in Place of Place in Place of the Place of Pla
- (2) The Cartier shall is any exect be discharged from all labelly webstooker order in Sid of Labelly, and in emport of this Cook, unless still its longship to the proper form and written notice thereof is given to the Cartier within rice months after delivery of the Coods or if the Cooks are not delivered, ten months after delivery of the Cooks of the Cooks are not delivered, ten months after the date of saus of this Bill of computationly applicable, the period described by such law shall then apply but in that circumstance on the Cooks are not delivered by such law shall then apply but in that

# 10. Defences and Limits for the Carrier

The rights, defences, liberties, and limits of liability of whatsoever nature provided for in his Bill of Lading shall soply in any action against the Carrier for loss, damage, or delay, howsoever caused and whether the action be founded in contrast or in tot and even if the loss, damage, or delay arose as a result of unseaworthiness, negligence or breach of a fundamental term of this contract.

If a Container has not been filled, packed, or stuffed by the Carrier.

- (1) The Carrier shall not be liable for loss, damage or delay to the Goods caused by matters beyond his control, including (without prejudice to the generality of this exclusion):

  - (b) the unsuitability of the Goods for Carriage in the Container supplied; or
- (c) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability, deleview condition or incorrect setting could have been apparent upon inspection by the Metchant at or prior to the time when the Container was fifting, practed or staffed; or
- (d) packing temperature controlled Goods that are not at the correct temperature for Carriage.
- (c) The Striper is responsible for the practice and earlier of all Stripers Provided Combines and it all Stolever Roads Container is delivered by the Countrie with its original seal as affixed by the Stripper intact, the Carrier shall not be table for any shortage of Goods ascertained at delivery. If nevertheless, a claim for shortage is made qualitat the Carrier by any Person whoolever, the Metchant agrees to indemnify the any costs incurred in respect themselv. Or original services from may such criteria.
- (3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expens whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 11(1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 11(1); the Merchant shall not be lable to indemnify the Carrier in respect thereof unless the provisor referred in in that Clause appear.

# 12. Inspection of Goods

The Carrier or their Sub-Contractor, or any Person authorised by them, shall be enti-under no obligation, to open or to scan any Container or package at any time and to inspect, weigh and/or measure the Goods and/or the Container.

# 13. Carriage Affected by Condition of Goods

It is appear an immediate the state of the s

# 14. Description of Goods

- 14. Description of Goods
  (1) The Bill of Ladina balle primal face evidence of the recipit of the Goods by the Carrier from the Shipper in apparent good order and condition, except as otherwise nodes, of the total number of Constrainers order practages or miss numerated.
  (2) Except as provided in Clause 14(1), no representation is made by the Clarifer as to the weight, contents, measure, quantity, supplick, description, condition, made, numbers or value of the Goods and the Clarifer shall be under to responsibility withstoneer in 10.2 and any accordance of the condition of the C

# all consequences of including such parts 15. Shipper's/Merchant's Responsibility

- (1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading and shall memin is oilable throughout the Carriage, nowithstanding their having transferred this Bill of Lading and/or title to the Goods to another Person.
- (2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars insulated by on otheral of the Shipper adequate and correct. The Shipper also warrants that the Goods are lasted Goods accordant on contraband. If the Contrains in or suspiced by one behalf of the Carrier the Shipper further warrants that the Contrainer meets all Bill and/or other internationally stated that and is thin all respects for Carriage by the March of the International Shipper further warrants that the Contrainer meets all Bill and/or other internationally stated that the Carrier of the Shipper further warrants that the Contrainer meets all Bill and/or other international state of the Shipper further warrants that the Container meets all Bill and or other international states of the Shipper further warrants that the Container meets all Bill and or other international states.
- The Merchant shall indemnify the Carrier against all claims, loss, damage, fines, and expenses arising or resulting from any breach of any of the warranties in Clause 15(2) hereof or from any other cause in connection with the Goods for which the Carrier is no responsible.
- responsible.

  If Cottainers supplied by or on behalf of the Clarifer are unpacked at the ShipperMetchant's premises of this premises of any other Person to whom the ShipperMetchant's premises of this premises of any other Person to whom the ShipperMetchant's premises of the Contrainers, the ShipperMetchant is a supplied to the Contrainers of the Contrainer includes but not limited to all cleaning it report of the Contrainers of Contrainers of the Contrainer includes but not limited to all cleaning its report of the Contrainers of Contrainers of the Contrainers of Contrainers of Contrainers of Contrainers of the Contrainers of Cont
- (5) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until delivered to the Carrier. The Merchant and indemshifty the Carrier for all loss and/ordense to such Containers to the Carrier of all loss and/ordense to such Containers to loss, dramage, injury, lines or expenses caused or incurred by such Containers whilst in his control.

- Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, and other contingencies relative to Freight in the Carrier's applicable tariff.
- (3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect,

- it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable by the Merchant as liquidated damages to the Carrier.
- (4) All Freight shall be paid in cash without set off, deduction, counterclaim or stay of execution, and bedus and parable on recept of the Goods or part themsel by the counterparable of the Goods or part themsels by the counterparable of the Goods or part themsels by the counterparable of the Goods of the Goods or parable or parable or the sub-tor a field the ordered, brader, or survey one other than the Carrier or its authorised aport, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

## 17. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sum payable to the Carrier under this contract. The Carrier shall also have a lien assisted the three Carrier under this contract. The Carrier shall also have a lien assisted the three Carrier under any other contract. The carrier may exercise hall he at any time and at any piace at his sole discretion, whether the contractual Carriage be completed or not. In any exercise the carrier shall be contracted and the contractual Carriage be completed or not. In any event, any less that shall be contracted and contracting and carrier described in any event and the carrier shall be contracted as a shall be contracted as a payable of the contract of the carrier when the carrier

## 18. Optional Stowage and Deck Cargo

- The Goods may be packed by the Carrier in Conta goods in Containers.
- (2) Goods, whether or not packed in Containers, may be carried on deck or under deck, at the sole discretion of the Carrier, without notice to the Merchant. Al such Goods whether carried on deck or under deck, shall participate in General Average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to those Rules.
- (3) Note/ithstanding Clause 18(2), in the case of Goods which are stated overleaf as being carried on deck and which are so carried, the Haque Rudes shall not apply and the Carrier shall be under no lability whatsoever for loss, damage or delay, howestweer caused and whether or not caused by uncesworthiness or negligence on the part of the Carrier, has severants, agents or Stu. Contractors.

The Tengan Robe shall not apply to the Carriage of live arimals which are cained at the sole risk of the Merchant. The Carrier shall be under no liability whatsower for any risary, items, duest, deeply, risk, changes, or destanction to such the seminate horsexner arisins; risks, and the control of the con

- (1) The Carrier may at any time and without notice to the Merc
- (b) transfer the Goods from one conveyance to another including but not limited to transhipping or carrying the same on another Vessel than that named overleaf or on any other means of transport whatsoever;
- unpack and remove the Goods which have been par forward them in a Container or otherwise;
- (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;
- (e) load and unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;
- (f) comply with any orders or recommendations given by any government or author 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: and
- (g) permit the Vessel to proceed with or without pilots, to tow or be towed, or to be dry docked, with or without Goods and/or Containers on board.
- (2) The liberties set of in Clause 20(1) may be invixed by the Clarier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to baseling or unleading other post, sinches up or landaring puts real limited to be set or unleading other post, sinches up or landaring puts real limited to present any persons, including but not limited to prescrib environment of the other post of the post of th
- (3) By tendering Goods for Carriage without any written request for Carriage in a specialised Costainer, of for Carriage otherwise than in a Container, the Mechanic carried on or under deck at the Carrier's sole discretion.
  21. Matters Affecting Performance

21. Matters Affecting Performance
If any time the Cinings, the Vessel or other goods on board the Vessel are or are likely to be affected by any hindrance, this, danger, delay, difficulty or disadvantage of any kind whetherener (other than includity of the Cooks, due to their continuous called or properly with the continuous called or properly or continuous called or calle

- centre or not no clamage a commerceo, enter care the Goods to the contracted Port of Data decided in this Bill of Lading or that speciable, by an alternative note to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Dockstage or Place of Delivery. If the Careller elects from the terms of this Causa 27 (a), the Port of Dockstage of Place of Delivery. If the Careller elects from the terms of the Careller shall be entitled to charge such additional Fedgriat as the maj determine. On the Careller shall be entitled to charge such additional Fedgriat as the maj determine.
- suspend the Cartriage of he Goods and store hem ashore or allost upon the terms of this Bill of Lading and endeavour to forward the Goods as soon as possible, but the Cartier makes no representations as to the maximum period disuch suspension of Cartriage. If the Cartier effects to invoke the terms of this Cause 21 (b), then, notwittending the provisions of Clause 201 (b), then, notwittending the provisions of Clause 201) thereof, the Cartier shall be entitled to charge such additional Prejects as the may determine and the Merchant shall pay and additional cost of the otherway and storage, or
- (c) abandon the Carriage of the Goods and treat the performance thereof as terminated and place the Goods at the Merchan's disposal at any place or por which the Carrier may deem sale and convenient, whereupon the responsible the Carrier in respect of such Goods shall cease. The Carrier shall neverthele entitled to full Priedrich on the Goods creaved for the Carriage, and the Method shall pay any additional costs arising from placing the Goods at the Merchant disposal.

If the Carrier elects to use an alternative route under Clause 21(a) or to suspend the Carriage under Clause 21(b), this shall not prejudice his right subsequently to abandon the Carriage.

# 22. Dangerous Goods and Contraband

- 22. Dangerous Goods and Contrahand

  1) No Goods shaft are or riskin may become of a dangerous, molecus, hazardous, inflammable, damaging or injudious returne (including nodocutive materials), or which may or may become label to damage any properly withstown or injust any present and or may become label to damage any properly withstown or injust any present returned and the contrahand or injust any present and the contrahand or injust any present and the contrahand or injust any present and the contrahand or the coulse may be also and classification of the contrahand or injust any present any such that the contrahand or injust any present any such floods and as an occurrent with proficiable label, regulations or inquirements. If making of the contrahand or the coulse not as on indicate the makes and character day such floods and as as to contrah with applicable label, regulations or inquirements. If making or it is the opinion of the Currier the Goods are or as disked to become of a diagnification, motion, lusardous, infarmable, desimpling or ingrit our return. We may rended hammelies without compressions to the Mechanical return profits of the Currier is which presided to the Currier is with to President and the Currier in fall be under no fability to make any general awarding criticals not required to the Currier is not to the Mechanical returned profits of the Currier is which president on the currier is not to the Mechanical returned profits the contrahand of the currier is not to the Mechanical returned to the currier is which presented to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the Mechanical returned to the currier is not to the facility
- The Merchant undertakes and warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having request to their rature and in a continuous to without prejudicio to the operating of the Casara (2011, if the Goods are not packed into the Containet by or on begald of the Calmit in the Merchant undertakes that incompatible Goods are not packed into the Carriage (2011).
- (3) Whether or not the Merchant was aware of the nature of the Goods, the Merchan indemnify the Carrier against all claims, fines, fabilities, losses, delays, damages expenses arising in consequence of the Carriage of such Goods, including any staken pursuant to Clause 221.
- taken pursuant to Classe 22(1). No Goods without mellowal programmer in least, prohibited by any applicable laws or requisitors or contraband, shall be tendend to the Carrier for Carriage. Harmy such Goods are officiented to the Carriage, they may at any time and any pilese be with the contract of the Carrier and the

# 23. Perishable and Refrigerated Cargo

- (1) Goods, including Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless it is noted on this Bill of Lading that the Goods will be carried in a refrigerated, electrically verillated or otherwise specially equipped Container or are to receive special affection in any way.
- otherwise specially equipped Container or an to receive special attention in any way.

  The Merchant undertaken not to tender for transportation any Goods which require inferioration without previously divine written notice of their nature and particular to represent years good to be maintained. In the case of a refregenetic Container packed to the respective properties of the property stowed in the Container and that its hermostatic controls/vent settings have been advantaged used by the Price for energed of the Goods by the Carrier. The Merchant's attention is drawn to be fact that refrigeneted Containers are not designed designated carrying interpretative and the Carrier shall not be recognished for the consequences of cargo loaded into a Container by the Merchant or presented to the Carrier at a higher themorements than that required for the Carriers. If the above carrier and the control of the Carrier and the carrier carriers and the control of the Carriers and the carrier and the carrier and the carriers and the carrier and the carriers are the carriers and the carriers are carried to the Carriers and the carriers are carried to the Carriers and the carriers and the carriers are carried to the Carriers are carried to the Carriers and the carriers are carried to the Carriers and the carriers are carriers and the carriers and the carriers are carried to the C
- (3) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown or stoppage of the refligerating machinery, plant, insulation and/or any apparatus of the Contineer, Vesteal, conveyance, and any other facilities, provided that the Carrier shall before or at the begrining of the Carrier shall before or at the begrining of the Carrier shall before the arisin the refligerated container in an efficient state.

# 24. Regulations Relating to Goods and Containers

24. Regulations Relating to Goods and Containers

The Mecharts that Incomply with all regulations and requirements of Customs, port and other
authorities relating to Goods and Containers where the Containers are supplied. [field,
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or Containers or otherwise in connection with the Goods and/or Containers, and shall
inclinently in the Canter in respect of any such false to be comply.

## 25. Notification and Delivery

- Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the 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 hereunde
- snows via Lumer in any justing for releve the Mechanic of any doligation heround. The Mechanic half law defined or file code within the time provided in it in a Carriers, applicable suit! If the Mechanic flair to do us, the Carrier stagle the relation of the control of the Carrier in respect of the Control of the Cont
- Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause ancier to mispate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.
- Carriage hereof.

  (5) In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein without stipulating any particular terms and conditions to apply during said amended Carriage, the few their provided by the Carrier stipulation that of their specification of their specification of their providers of the Carrier specification of Carrier to the Merchant at the amended Place of Delivery, Once the Carrier's papiciated term (access to provide for the Control application of the Carrier to the Merchant at the amended Place of Delivery, Once the Carrier's papiciated term (access to provide for the Control application of a carrier to the Carrier t
- (7) 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.

28. Both-ce-Blame Collision

If the carriery (seed comes into collision with another vessel as a metal of the necigence of the other vessel and any act, needed or default in the nevalation or the management of the carriery (seed in the Mechanium chesticae to poly the Cartier, or where the Cartier is not contained to the carriery (seed in the poly the Cartier, or where the Cartier and contained in the cartiery (seed, a sum sufficient to indemnity the Cartier and/or the owner and/or demise chartered in the carriery (seed, a sum sufficient to indemnity the Cartier and/or the owner and/or demise chartered in the carriery (seed, as annual sufficient to indemnity the cartier and the cartiery of the

## 27. General Average and Salvage

- 1. Seema in versige an distribution of the commencement of the
- charges incurred in respect of the Goods.

  (2) Any general sweepes on a Vessel occurred by the Carrier shall be adjusted at any port or place and in any currency at the option of the Carrier and shall be settled in accordance with the York Antersep Relate (164 or subsequent mendments this covering all Coods or or under dick. Any general average on a vessel not operated by executing a Coods or or under dick. Any general average on a vessel of the option of the vessel, in either one are the Merchart and right such cash deposit or often security as the Carrier may deem sufficient to cover the estimated operate process of the security and the Carrier shall be covered to the security and the Carrier shall be covered to the security and the Carrier shall be covered to a part with assest in a justification reminsion by the Carrier shall be souther as of the Carrier shall be covered to a previous district on the Carrier shall be covered to so require, within the monthood of the delivery of the Goods. The Carrier shall be covered to collegate to exercise any life in for general average contribution as to the Neitherium.
- (3) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.
- (4) In the event of the Master in his sole discretion or in consultation with owners considering that salvage services are needed, the Merchant agrees that the Mast may act as his agent to procure such services to Goods and that the Cartier may his agent to settle salvage remuneration, without any prior consultation with the Merchant in both cases.

## 28. Variation of the Contract and Validity

- (1) No servant or agent of the Carrier shall have power to waive or vary any term of this Bill of Lading urless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.
- (2) In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no furth be null and void.

29. Law and Jurisdiction

- (2) Any claim against the Carrier hereunder shall be determined by the Singapore courts the exclusion of the jurisdiction of the courts of another country. The Carrier shall however be entitled to pursue any claim against the Merchant in Singapore or in any other jurisdiction in which the Merchant has assets. 30. USA Clause Paramount (if applicable) 34. USA L'Aussier Paramotium (in application)

  (i) ill Carliagio in Modela Carliagae lis, film or through a port in the United States of America, this fill of Ladring shall be subject to the United States Carliage of Goods by Sea And 1950 (USA COSA), the sermor of which are becomposed to be shall be selected to the States and the selected shall be selected to the States of the
- The Carrier shall not be faable in any capacity whatsoever for loss, damage, or day the Goods while the Goods are in the United States of America away from the sea terminal and are not in the actual castor, of the Carrier. At these times, the Carrier as a spert only to procure Carriage by Persons under the usual terms and conditions the Carrier of the carrier as denied the right to act as agent only these times, his liability for loss, damage or delay to the Goods shall be determined is accordance with Cause & heterol.
- If US COGSA applies, the liability of the Carrier and/or the Vessel shall not exceed US\$500 per package or customary freight unit (in accordance with Section 1304(5) of US COGS), unless the value of the Goods has been de
- Notwithstanding the provisions of Clause 29, if Carriage includes Carriage to, from o through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.