TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS –

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier including his Sub-Contractor(s) in respect of the Goods

"Carrier" means the company stated on the front hereof as being the carrier and on whose behalf this Bill of Lading has been signed

"Combined Transport" arises if the Place of Receipt or the Place of Delivery are stated on the face hereof in the relevant spaces.

"Container" includes any container, package, flat, pallet, trailer, transportable tank or other form of cargo carrying unit or equipment in or on which any Goods may be unitized or otherwise packed or stowed when received by the Carrier for Carriage hereunder or subsequent to such receipt

"Freight" includes all charges payable to the Carrier in accordance with the Applicable Tariff and this Bill of Lading

"Goods" means the cargo received from the Shipper and includes any Container(s) or equipment supplied by or on behalf of any other than the Carrier

"Hague 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.

"Hague Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

"Hamburg Rules" means the provisions of the United Nations convention on the Carriage of Goods by Sea signed at Hamburg on 31st March 1978.

"Merchant" includes the Shipper, Consignor, Consignee, the Holder of this Bill of Lading, Receiver, any Person owning or entitled to the possession of the Goods or of this Bill of Lading

"Package" includes Containers, vans, vehicles, skids, cradles, pallets or unitized loads, groups or assemblages or pieces of any description but not Goods shipped in bulk

"Port to Port Shipment" arises if the carriage called for by this Bill of Lading is not Combined Transport

"SDR" means Special Drawing Right as defined by the International Monetary Fund

"Sub-Contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedoring companies, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage

"Vessel" means any vessel, water borne craft, lighter or other means of conveyance by water (including inland waterways) used in the Carriage hereunder or any part thereof

2. CARRIER'S RESPONSIBILITY (Port-to-Port Shipment) -

(1) Subject to Clauses 4, 9 and 10 hereof the liability (if any) of the Carrier for a Port-to-Port shipment in respect of the Goods during the period commencing with their being loaded onto any vessel and continuing up to and during discharging from that vessel or from another vessel into which the Goods shall have been transshipped shall be determined

(a) in accordance with any applicable national law making the Hague Visby Rules compulsorily applicable to this Bill of Lading.

(b) notwithstanding the provisions in subparagraph (a), in trades where the Hamburg Rules are compulsorily applicable by a national law applying to this Bill of Lading in accordance with the provisions of the respective legislation, or

(c) in any other case in accordance with the Hague Rules Articles 1-8 inclusive only, however for Carriage which includes carriage to, from or through a port in the United States of America the US COGSA as per Clause 4 applies.

(2) Notwithstanding the above and to the extent that any applicable compulsory law provides to the contrary (in which case the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Visby Rules and Hague Rules as applied by this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea):

- the Carrier shall be under no liability whatsoever for loss of or damage which arises prior to loading onto or subsequent to discharge from the vessel even though charges for the whole carriage may have been charged by the Carr; the Merchant appoints the Carrier as agent to enter into contracts on his behalf with others for transport, storage, handling or any other service in respect of the Goods prior to loading onto and subsequent to discharge from the vessel and the Carrier may as such agent agree on such terms which are usual even if less favourable than those in this Bill of Lading

- the Carrier shall be under no liability in any capacity whatsoever for loss or misdelivery of or damage to the Goods, howsoever caused, whether or not through the negligence of the Carrier, his servants or agents or Sub-Contractors or for any direct or indirect loss or damage caused by delay or for any indirect or consequential loss or damage whatsoever

3. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT) – If the Carriage called for by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable, and save as is otherwise provided for in this Bill of Lading the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below but not further

(1) If the stage of the Carriage during which loss or damage occurred is not known

(a) Exclusions. The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by

(I) Acts or omissions of the Merchant or a person acting on behalf of the Merchant

(II) Insufficiency or defective condition of packing or marking of the Goods

(III) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant

(IV) Inherent vice of the Goods,

(V) Strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general,

(VI) Nuclear incident,

(VII) War, whether actual or threatened, hostilities, warlike operations, civil war, riots, terrorist activity, civil commotion or revolution, blockade by any Government, sabotage or piracy,

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

(IX) Compliance with instructions of any person entitled to give them

(X) Any act or omission of the Carrier the consequences of which he could not reasonably have foreseen

(b) Burden of Proof It shall be presumed that a damage which under the circumstances of the case could be attributed to the causes or events specified in Claus 3 (1), (a) were caused by these causes or events The Merchant shall however be entitled to prove that the loss or damage was not in fact caused either wholly or partly by one or more of these causes or events.

(c) Limitation of liability. Except as provided in Clauses 5(3) and/or Clause 4 (U.S.A. Clause Paramount), if Clause 3(1) operates, total compensation shall in no circumstances whatsoever and howsoever arising exce 2 SDR per kilo, of the gross weight of the Goods lost or damage.

(2) If the stage of the Carriage during which the loss or damage occurred is known

Notwithstanding anything provided for in Clause 3(1) and subject to Clause 4 (U.S.A. Clause Paramount), and Clause 17 (deck cargo), the liability of the Carrier in respect of such loss or damage shall be determine

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

(I) cannot be departed from by private contract to the detriment of the Merchant, and

(II) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, or

(b) if no international convention or national law would apply by virtue of Clause 3(2) (a) by the Hague Rules (articles I-VIII inclusive only) if the loss or damage is known to have occurred during waterborne carriage, for the purpose of this Clause 3 (2) (b) 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, or

(c) by the provisions of Clause 3(1) if the provisions of Clause 3(2) (a) and (b) do not apply.

(3) If the place of receipt or place of delivery is not named on the face hereof, subject to Clauses 2 and 24

(a) the Carrier shall be under no liability whatsoever for loss of or damage to the Goo, howsoever occurring if such loss or damage 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 or damage to the Goods, howsoever occurring if such loss or damage arises subsequent to discharge from the vessel

4. U.S.A. CLAUSE PARAMOUNT

(1) If the Carriage covered by this Bill of Lading includes Carriage to, from or through a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea A 1936 (US COGSA), the terms of which are incorporated herein and shall be paramount throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier before loading onto the vessel or after discharge therefrom, as the case may be.

(2) The Carrier shall not be liable in any capacity whatsoever for loss of or damage or delay to the Goods while the Goods are not in the actual custody of the Carrier or his agents

(3) If the US COGSA applies, the liability of the Carrier and/or the vessel shall not exceed USD 500 per package or customary freight unit (in accordance with section 1305(5) US COGSA) unless the value of the Goods has been declared on the face hereof in which case Clause 5(3) shall apply.

5. SUNDRY LIABILITY PROVISIONS

(1) Basis of Compensation Compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to Merchan, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the FOB/FCA invoice value plus freight and insurance if paid

(2) If the Hague Rules are applicable, otherwise than by national law, in determining the liability of the Carrier, the liability shall in no event exceed GBP100 lawful money per package or unit If the Hague Rules, Hague Visby Rules or Hamburg Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided the applicable national law.

(3) AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier´s regular Bill of Lading from the Shipper must so stipulate in Carrier´s Bill of Lading on the front of the Bill of Lading covering such shipments and such additional liability will be assumed by the Carrier only at the express request of the Shipper and upon payment of an additional charge based on the total declared value in addition to the stipulated rates applying to the commodities shipped as specified here. Where the value is declared on any piece or package in excess of the Bill of Lading limit of value of GB 100 or USD 500.00, whichever is applicable, the Ad Valorem rate, specifically provided for the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate. If the actual value of the Goods shall exceed such declared value, the value of the Goods shall nevertheless be deemed to be the declared value and the Carrier´s liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value

(4) Delay. The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay. Published vessel schedules are for information only but do not bind the Carrier in any way

(5) Rust etc. It is agreed that superficial rust, oxidation or any like condition due to moisture does not constitute a recoverable damage of the Goods but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such condition of rust, oxidation or the like did not exist on receipt of the Goods

(6) Scope of Application

(a) The terms and conditions of this Bill of Lading shall at all times also govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage

(b) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract, bailment, tort or otherwise, and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract

(c) Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage

(7) Mandatory Inspection by Authorities If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected and/or sampled, the Carrier shall not be liable for any loss or damage occurring as a result of any opening, unpacking, inspection or repacking or otherwise The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection, repacking or other measure from the Merchant

6. WARRANTY – By agreeing the terms and conditions of this Bill of Lading the Merchant warrants he is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading

7. CARRIER'S TARIFF - Except to the extent (if any) to which they may be inconsistent with any of the express terms of the Bill of Lading the terms and conditions of the Carrier's applicable tariff current at the time when the Goods were received by the Carrier for Carriage under this Bill of Lading ("Applicable Tariff") are incorporated into this Bill of Lading and form part of the contract contained or evidenced herein. Particular attention is drawn to the terms therein relating to free storage time and to Container / vehicle demurrage and/or detention. Copies of the relevant provisions of the Applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the Applicable Tarif, this Bill of Lading shall prevai.

8. SUB-CONTRACTING, EXEMPTIONS, IMMUNITIES AND INDEMNITY: The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage on any terms whatsoever

It is understood and agreed that other than the said Carrier no person whatsoever (including the master, officers and crew of the vessel, all servants, agents, representatives and all Sub-Contractors and independent contractors whatsoever employed by the Carrier) is or shall be deemed to be liable with respect to the Goods as carrier, bailee or otherwise howsoever, in contract, bailment, tort or otherwise. The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any such person as named above which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such pers, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person as named above shall have the benefit of all terms and conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including Clause 24 hereof (the law and jurisdiction Clause) as if such terms and conditions were expressly for their benefit and in entering into this contract, the Carrier to the extent of these terms and conditions does so not only on its own behalf but also as agent and trustee for such person as named above The Merchant authorizes the Carrier to arrange for any ocean carriage required under this Bill of Lading to be performed by any ocean carrier on the terms and conditions of the regular form of the Bill of Lading in use by such ocean carrier

9. CONTAINER PACKED BY MERCHANT / INSPECTION OF GOODS - If the Goods accepted by the Carrier is a / are Container(s) into which contents have been packed by or on behalf of the Merchant: (a) The Merchant guarantees that the stowage of the contents of the Container(s) and contents thereof are suitable for handling and Carriage in accordance with the terms hereof. In the event of the Merchant's breach of such guarantee, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and the Merchant shall be responsible for all consequences of whatsoever kind of such breach and shall indemnify the Carrier against any loss, damage, expense or liability which the Carrier suffers or incurs as a consequence of such breach

(b) The Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the Carriage contracted herein, unless he gives notice to the contrary in writing to the Carrier prior to packing the Container(s).

(c) If the Container(s) are delivered by the Carrier with seals intact such delivery shall be deemed as the full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containe(s).

(d) The Bill of Lading is prima facie evidence of the receipt only of the numbers of Container(s) as shown on the face hereof and the order and condition of the contents and any particulars thereof are unknown to the Carrier who accepts no responsibility in respect thereof

(e) The Carrier shall be at liberty to inspect the Goods and the contents of the Package(s) without notice to the Merchant at such time and place as the Carrier may deem necessary all necessary expenses incurred in respect thereof being paid by the Merchant, and in case the seals of the Container(s) are broken by the Customs or other authorities for inspection of the contents of the said Container(s), the Carrier shall not be liable for any los, damage, expenses or any other consequences arising or resulting therefrom

10. CARRIER'S CONTAINER - (a) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment owned by the Carrier or to the possession of which the Carrier is otherwise entitled which occurs while in the possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant

(b) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's Container(s) or the contents thereof during handling by or while in possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant

11. RETURN OF CONTAINERS - In case Goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled, the Merchant taking delivery shall return such Container(s) empty and in the same clean condition as received to the point or place designated by the Carrier promptly or within the time prescribed. In the event of Merchant's breach hereof the Merchant is liable for any damage and loss arising and for costs as fixed in the Applicable Tariff (detention, expenses, loss etc.).

12. FREIGHT AND CHARGES - (a) The freight payable hereunder has been calculated and based on particulars of the Goods furnished by or on behalf of the Merchant. The Carrier shall be entitled at any time to reweigh, remeasure or revalue the Goods and for this purpose to open and remove and examine the contents of any Container(s) and if the particulars furnished are found to be incorrect, the freight shall be adjusted accordingly with a surcharge of 30% of the adjusted freight and the Merchant shall also pay any expenses incurred by the Carrier in checking the said particulars

(b) Freight shall be deemed completely earned on receipt of the Goods by the Carrier and non-returnable in any event, Goods and/or Vessel lost or not lost and shall be paid by the Merchant immediately without any set-off, counter-claim or deduction or stay of execution but at latest before delivery of the cargo

(c) Charges and/or expenses and/or claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach by Merchant of any of the terms and provisions of this Bill of Lading or of any statutory or regulatory requirement or to be paid by the Merchant as agreed and/or under the conditions of this Bill of Lading and/or under the statutory law are payable on demand shall be considered definitely payable in like manner as soon as the charges/expenses have been incurred

(d) Merchants shall be jointly and severally liable to Carrier for freight, charges, expenses, demurrage, detention, advances and any and all costs associated with the abandonment of the Goods or a refusal of the consignee to take delivery whether or not the front of this Bill of Lading has been marked "prepaid" or "collect" so long as freight charges, expenses etc (see above) remain unpaid.

(e) In the event that the Merchant shall fail to timely pay Carrier's invoice for freight, charges and/or other amounts as mentioned in sub-clause (d) hereof, including any monies advanced by the Carrier on behalf of the Merchant and/or the Goods, the Merchant shall be liable to the Carrier to pay in addition to the amounts due as liquidated damages a amount equal to one hundred percent (30%) of the freight and other charges then due and owing. Carrier, upon the expiration of any credit period extended, shall notify all parties as defined in the term Merchant of the failure to timely pay all charges and the additional charges that are due and payable pursuant to this contract. In the event that the Carrier is required to commence a civil suit for the collection of the freight, charges other amounts due and/or any monies advanced by the Carrier, then an attorneys fee of twenty-five percent (25%) of the amount due from the Merchant plus interest and all costs and expenses associated with the suit shall be included as a part of Carrier's damages leaving the legal claim for costs unaffected and the Merchant by acceptance of this Bill of Lading hereby expressly agrees to hold Carrier harmless and to pay over to Carrier all damages as defined herein

13. LIEN The Carrier shall have a lien on the Goods and any documents relating thereto which shall survive delivery of the Goods for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary hereto and for general average contributions to whomsoever due and for the cost and expenses of recovering such sums. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier in connection with any other shipment of Merchant. The Carrier may exercise his lien at any time and place in his sole discretion and may sell the Goods privately or by public auction without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Mercha.

14. SHIPPER'S/MERCHANT'S RESPONSIBILITY/EXPENSES –

(a) The description and particulars of Goods set out on the face hereof are furnished by the Merchant and are unknown to the Carrier who shall be under no responsibility whatsoever in respect of such description or particul. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof and any other particulars furnished by or on behalf of the Merchant are correct and the Merchant shall indemnify the Carrier against all loss, damage, expenses and liability (including taxes, penalties and fines) suffered or incurred by the Carrier as a result of the Merchant being in breach of such warranty

(b) The Merchant shall be liable for and shall indemnify the Carrier and hold him harmless against all loss, damage, cost, expenses and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) as a consequence of a breach of the warranties in Clause 14 (a) or of failure by the Merchant to produce consular Department of Health or other permits or any papers that may be required at any port or place in connection with the Goods, or to supply information or otherwise to comply with all laws and regulations in connection with Goods, or any expense or disbursements incurred in accordance with Clauses 7, 10 (a) and (b), 11, 12, 15, 18 (a) and 19 (a) hereof or from any other act or omission of the Merchant, and also against all damages, charges, legal fees and other expenses which the Carrier may incur in connection with attachments, seizures, executions, claims or legal proceedings of any description in connection with the Goods by third parties, or any proceedings by way of interpleader or otherwise which the Carrier may bring to determine the right or ownership or possession in or to the Goods or Container(s); also against any expenses or charges for regaining or attempting to regain possession of the Goods or Container(s).

(c) The Merchant authorizes the Carrier to pay and/or incur all such costs, expenses and charges and to do any matters mentioned above at his expense and as his agent and engage other persons to regain or seek to regain possession of Goods or Container(s) and to do all things deemed advisable for the benefit of Goods or Container(s).

(d) The Merchant and the Goods shall be jointly and severally liable for the payment of any sums due to the Carrier hereunder by the Merchant Without in any way limiting the generality of the foregoing, the Merchant shall indemnify the Carrier in respect of any dues or duties or other charges which the Carrier becomes legally liable to pay to a governmental, customs or other authority in respect to the Goods

15. DANGEROUS GOODS AND CONTRABAND – (a) Goods which are or may be of any inflammable, explosive, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature, or which in the opinion of the Carrier or his Sub-Contractor are or are likely to become dangerous to the Carrier, Vessel, Cargo or other property whatsoever or person whosoever, must not be tendered for Carriage hereunder unless (1) written notice of their nature, name, label, classification and the method of rendering the said Goods innocuous with the name and addresses of the shipper and consignee has previously been given to the Carrier and (2) their nature is distinctly marked on the outside of the Container(s), package(s) or piece(s) as required by applicable statutes or regulations and (3) written consent of the carrier has been obtained

The foregoing written notice shall include the certificate required by applicable statutes or regulations to certify that the Goods are properly described, packed and marked and in proper condition for transportation according to the regulations prescribed by the competent authority

(b) If any Goods being tendered for Carriage without previous written declaration and/or written consent of the Carrier are or at any time become of the above mentioned nature or if any Goods are or become contraband or prohibited by any law or regulations of any port or place of loading, discharge or call or any place during transit whether the Merchant is aware thereof or not, such Goods, upon discovery at any time, may be rendered innocuous, thrown overboard or discharged at any port or place or be otherwise disposed of at Carrier's or Sub-Contractor's discretion without any liability attaching thereto and without prejudice to the Carrier's right to freight and any other charges payable hereunder

(c) The Merchant shall be liable to indemnify the Carrier against all loss, damage, expenses and liabilities (including taxes, penalties and fines) suffered or incurred by the Carrier as a result of the Carriage of such Goods

(d) Nothing in this Clause shall deprive the Carrier of any of his rights provided for elsewhere

16. SPECIAL CONTAINER –

(a) The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s) packed by or on behalf of the Merchant as such, but the Carrier will treat such Goods or Container(s) as ordinary Goods or dry Container(s) respectively, unless special arrangements for the Carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid. The Carrier does not accept responsibility for the proper function of special Container(s) supplied by or on behalf of the Merchant

(b) As regards Goods which have been agreed to be carried in special Container(s) the Carrier shall exercise due diligence to control and maintain the facilities of the special Container(s) while they are in his actual custody and control but shall not be liable for any loss of or damage to the Goods caused by latent defects, derangement or breakdown of facilities of the Container(s).

(c) If Goods have been packed into refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperatures inside the Container(s).

(d) For Goods that have been received by the Carrier in Container(s) which have been packed by or on behalf of the Merchant it is the obligation of the Merchant to stow the contents properly and set the thermostatic control exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Container(s).

17. CONTAINER OPTIONAL PACKED BY CARRIER AND DECK CARGO – (a) Goods received for carriage may at any time be packed and carried in or on Container(s), also together with other goods

(b) The Carrier has the right to carry Goods, whether or not packed in Containers, under deck or on deck of any Vessel without notice to the Merchant All such Goods shall participate in general average and save as provided in Clause 17 (b) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules/Hague Visby Rules/ US COGSA and shall be subject to these rules if applicable

(c) The Carrier shall not be required to specially note, mark or stamp any statements of "on deck" Carriage on the face of this Bill of Lading nor to give notice thereof to the Merchant

(d) Goods (not being goods stowed in Containers other than flats or pallets) which are stated on the face hereof to be carried on deck and are so carried, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage if caused by water deterioration and other perils incident to such carriage. Same applies for Containers whether or not this Bill of Lading includes a special note, mark or stamp "on deck".

18. MATTERS AFFECTING PERFORMANCE

(a) If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, non-acceptance at the place of delivery/port of discharge, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) which cannot be avoided by the exercise of reasonable endeavours (even 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 Carriage) the Carrier may without notice to the Merchant at any time at his sole discretion

(I) abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, or sell the Goods,

(II) without prejudice to the Carrier's right to abandon the Carriage under (I) above, continue the Carriage.

(b) In any event the Carrier shall be entitled to full charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from Clause 18 (a). The Carrier exercising the liberties under this Clause shall not be under any obligation to take any particular measure and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this Clause

(c) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority

19. METHODS AND ROUTES OF TRANSPORT AND FORWARDING -

(a) Whether arranged beforehand or not, the Carrier shall be at liberty without notice

(I) to perform the contract of Carriage evidenced hereby wholly or partly by the named or any other Ves(s) or craft or by any vehicle, aircraft or other means of transport by water, land or air, whether owned or operated by the Carrier or others;

(II) under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport

(III) to unpack and remove the Goods which have been packed into a Package and forward them v - unless other written requests for special care- general purpose Container or otherwise,

(IV) to sail with or without pilots, to tow or to be towed, to be dry-docked with or without Goods on board, to proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the usual rotation or in a contrary direction to or beyond the Port of Discharge once or more often;

(V) to comply with any orders or recommendations given by any government or authority or any Person or bo purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any vessel employed by the Carrier the right to give orders or directions

(b) The liberties under Clause 19 (a) 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 other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or dry-docking, towing or being towed, assisting other vessels, making trial trips or adjusting instruments The liberties may also be invoked in case of ice, blockade, war, riots, strike, piracy, boycott or regulations of official administrations, prohibitions, or because of justified fear of any such event being threatening or of similar reasons, or if the Master is in doubt whether he can safely reach the port of loading/destination and load/discharge in usual manner.

(c) Any action taken by the Carrier under the Clause 19 (a) and any delay resulting therefrom shall be deemed to be included within the contractual Carriage and shall not be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileg, rights and immunities contained in this Bill of Lading.

(d) In case the Goods hereby specified cannot be found at the port of discharge or the Place of Delivery or if they be miscarried, then, when found, may be forwarded to their intended port of discharge or Place of Delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding

20. NOTIFICATION AND DELIVERY –

(a) Any mention herein of parties to be notified of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder

(b) If no Place of Delivery is named on the face hereof, the Carrier shall have the right to discharge the Goods at the po of discharge, without notice, directly they come to hand, at any time from or at the Vessel's side to customhouse, warehouse, craft, wharf, quay or any other place designated by the Carrier within the geographic limits of the intended Port of Discharge shown on the face hereof whereupon the liability of the Carrier (if any) in respect of the Goods discharged as aforesaid shall wholly cease, notwithstanding any freight, charges, dues or other expenses that may be or become payable, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the terms and conditions of this Bill of Lading shall continue to apply during such additional compulsory period responsibility). The Merchant shall take delivery of the Goods upon discharge as fast as the vessel can deliver, any custom of the port to the contrary notwithstanding, and shall provide and pay for sufficient lighters, trucks or other means of transport and men to receive the Goods accordingly. The Merchant to be liable for any detention of the vessel due to his failure to act as aforesaid

(c) If the Place of Delivery is named on the face hereof, the Merchant shall take delivery of the Goods within the tim provided in the Applicable Tariff

(d) If delivery of the Goods is not taken by the Merchant at the time and place the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage constitutes due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods stored as aforesaid shall wholly cease and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) and any other expenses and charges suffered or incurred by the Carrier, his servants, agents or Sub-Contractors in connection, or in any way associated, with such not taking delivery and any Container demurrage / detention as payable under the Applicable Tariff until delivery is accomplished shall forthwith upon demand be paid by the Merchant to the Carrier. The Carrier shall assume all rights (e. g. lien) on the Goods stored

(e) If the Merchant fails to take delivery of the Goods or part thereof within 10 days of delivery becoming due under this Clause 20 (b) and (c) or if, in the opinion of the Carrier, the Goods are likely to deteriorate, decay, become worthless or incur charges, whether for storage or otherwise, in excess of their value, the Carrier may (without prejudice to any other of his rights) without notice and without any responsibility whatsoever sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of any amount due to the Carrier from the Merchant

(f) If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under Clause 20 (b) and (c) the Carrier is obliged to hand over the Goods to the custody of any custom, port or other authorities such hand-over shall constitute final discharge of the Carrier's responsibility hereunder

(g) In case the Goods have been packed into the Container(s) by the Carrier, the Carrier shall unpack the Container(s) and deliver the contents thereof and shall not be required to deliver the Goods in Container(s).

(h) Refusal by the Merchant to take delivery of the Goods in accordance with the Terms of this Clause notwithstanding his having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof

(i) Subject to the Carrier agreeing in writing to a request of the Merchant to change the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply to the extent provided by the Applicable Tar until the Goods are delivered by the Carrier to The Merchant at the new Place of Delivery. If the Applicable Tariff does not explicitly provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the new Place of Delivery but shall then be under no personal liability whatsoever for loss of or damage to the Goods, howsoever arising

21. BOTH-TO-BLAME COLLISION CLAUSE OF BALTIC AND INTERNATIONAL MARITIME COUNCIL -

If the carrying Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or servants of the Carrier in the navigation or management of the carrying Vessel, the Merchant undertakes to pay the Carrie, or where the Carrier is not the owner and is in possession of the carrying Vessel, to pay to the Carrier as Trustee for the owner and/or demise charterer of the carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying Vessel against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or her owners/demise charterers or the Carrier The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects, are at fault in respect of a collision, contact, stranding or other accident

22. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjusted according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clauses as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant

23. NOTICE OF CLAIM AND TIME FOR SUIT –

(a) Unless an international convention or national law which contains alternative provisions relating to notice of loss or damage (in which case such alternative provisions shall apply), notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, failing this the Goods shall be deemed to have been delivered as described in this Bill of Lading

(b) Unless an international convention or national law applies which contains alternative compulsory provisions relating to time-bars (in which case such alternative provisions shall apply), the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought in and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered

24. GOVERNING LAW AND JURISDICTION –

(a) The provisions of Clauses 2, 3 and 4 of this Bill of Lading prevail over this Clause

(b) The contract evidenced by or contained in this Bill of Lading shall be governed by the Law of the State of California in the United States of America if shipment to or via a port in the United States of America is covered by or reflected on the face of this Bill of Lading, any action or other dispute thereunder shall exclusively be brought before the California courts unless the Carrier otherwise agrees in writing

(c) If this contract is evidence of a shipment from the United States of America or a shipment not connected with the United States of America the contract evidenced by or contained in this Bill of Lading shall be governed by the Law of the Federal Republic of Germany and any action or other dispute hereunder shall exclusively be brought before the co in Hamburg unless the Carrier otherwise agrees in writing

(d) In the event that the Merchant or a person/ company to which such claim has been subrogated or assigned files a claim for cargo loss, damage or delay or consequential damages, and the Merchant or the person/ company mentioned does not prevail on its claim, then the Carrier shall be entitled to recover from the Merchant or the pers / company mentioned all costs, expenses and attorneys fees incurred by Carrier in defense of such claim

(e) In the event that notwithstanding the conditions in Clause 24 (b) and (c), this contract should be held to be subject to the laws of any other State or Country than except where repugnant to the provision of that law and to that ext, these conditions shall continue to apply

25. VARIATION OF CONTRACT ETC. –

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized in writing by the Carrier

26. Severability

Should one of the provisions contained in this Bill of Lading be partly or completely void or inoperable or unenforceable or incomplete, the contract and all of the remaining terms in this Bill of Lading will remain in full force. The invalid, incomplete, inoperable or unenforceable term or part thereof shall be replaced/filled by a provision which is in conformity with the applicable law and the intention of both parties