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- Definition.
 Bill of Lading" means the present document, whether called Bill of Lading, Paperless Bill of Lading, or Waybill.
- "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods

means the Party on whose behalf this Bill of Lading is issued

"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 and includes the amendments by the Protocols signed at Brussels on 23rd February 1968 and 21st December 1979, but only if such amendments are

February 1968 and 21st December 1979, but only it such compulsorily applicable to this Bill of Lading.

"Merchant" includes the shipper, the receiver, the consignor, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of

of the bill of Lading, the owner of the cargo and any person entitled to possession the cargo.

"Vessel" means the intended ship, craft, lighter, barge, feeder, or ocean vessel nam on the back hereof and any ship, craft, lighter, barge, feeder, or other ocean vess which is or shall be substituted in whole or in part, for that vessel.

2. Notification.

2. Notification.
Any mention in this Bill of Lading of parties to be notified of the arrivalof the cargo 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

hereunder. 3. Warranty

In agreeing to these Terms and Conditions, the Merchant warrants that he is, or has the authority to contract on behalf of, the Person owning or entitled to the possession of the Goods and this Bill of Lading or any Person who has a present or future interest in the Goods and this Bill of Lading, and is the

4. Liability for Carriage Between Port of Loading and Port of Discharge.

4. Liability for Carriage Between Port of Loading and Port of Discharge.
(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 25 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-VisbyRules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of shother who height in part and proposed to the protocol of the country of the protocol of the protocol

of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract

compulsorily to fisis Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDRProtocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deckcargo and live animals.

(b) If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Billo Lading, or to the limitation amount as determined in sub-clause 3(a), whichever is the lesser.

(c) The aggregate liability of the Carrier and/or any of its servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable, the Additional Clause.

the Additional Clause.

5. Law and Jurisdiction.

In the event of a dispute arising, the law of the United Kingdom shall exclusively govern, and all disputes shall be irrevocably subject to arbitration under the auspices of the London Maritime Arbitrators Association (LMAA). In case however the Carrier intends to sue the Merchant the Carrier has also the option to file a suit before the competent court at the Merchant's place of business, at the Port of Loading or at the Port of

Discharge at Carrier's option.

6. The Scope of Carriage.

The intended carriage shall not be limited to the direct route but shallbe deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purposeconnected with the carriage, including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew
7. Sub-contracting and Indemnity

(a) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or (a)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 owners and operators of any Vessels (other than the Carrier), stevedores, loading, unloading, storing, and warehousing. (b)Merchant hereby agrees that no Servants or Agents are, or shall be deemed to be liable with respect to the Goods or the Carriage as the Carrier, bailee, or otherwise, and agrees not to file any claim against any Servant and Agent seeking to impose liability in connection with the Carriage. If any claim is made against any the Servants or Agents, Merchant shall indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, all rights, exemptions, defenses, and Conditions, including the jurisdiction clause, shall be available to every Servant or Agent and Vessel which shall be entitled to enforce the same against the Merchant.

8. Transshipment.

8. Transshipment.
The Carrier shall be at liberty to transship, lighter, land and store the cargo either on shore or afloat and reship and forward the same to the Port of discharge

9. Containers

9.1. Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed

with other Goods.

9.2. The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier in connection with arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant

9.3. If a Container has been stuffed by or on behalf of the Merchan

9.3. If a Container has been stuffed by or on behalf of the Merchant:
9.3.1. The Carrier shall not be liable for loss of or damage to the Goods
(a) caused by the manner in which the Container has been stuffed;
(b) caused by the unsuitability of the Goods for Carriage in Containers;
(c) caused by the unsuitability of effective condition of the Container provided that where the Container has been supplied
by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been appearent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed:
(d) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the container.
9.3.2. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever from one or more of the matters covered by 9.3.1(a)(b)(c)(d) above.

9.4. Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under any obligation to provide a Container

of any particular type or quality.

10. Temperature Controlled Cargo
10.1. The Merchant undertakes not to tender for transportation any Goods which require 10.1. The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly sterooled, that the Goods have been properly strifted in the Container and that its thermostatic controls have been properly set by the Merchant 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 of or damage to the Goods caused by such non-compliance.
10.2. The Merchant should note that refrigerated Containers are not designed:
10.2.1. to freeze down cargo which has not been presented for sutfling at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor

the Carriage; nor 10.2.2. to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

10.3. The term "apparent good order and condition" when used in this Bill of Lading

with reference to Goods which require refrigeration, ventilation or other specialized attention does not mean that the Goods when received were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the

10.4. With regard to refrigerated cargoes, the Carrier shall be deemed to have fulfilled his obligations under the Contract of Carriage and shall have no liability whatsoever if such refrigerated Goods are carried in a range of plus minus 2-5 degrees centigrade in regard to any temperature indicated on the front of this Bill of Lading.

regard to any temperature indicated on the front of this Bill of Lading.

10.5. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

Container in an efficient state.

11. Inspection and Disposition of Goods

11.1. The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

11.2. If it appears at any time, in the sole judgment of Carrier, that the contents of the Container or any part thereof cannot safely or properly be carried or carried further, either at all, or without incurring additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriaer or to store the any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against all additional expenses resulting therefrom.

11.3. The Carrier against an adultional expenses' resulting meretrom.

11.3. The Carrier is not responsible for any damage or loss to Container or its contents resulting from inspection by customs or other authorities and Merchant shall be responsible for any expenses, costs, fines, or penalties incurred as a result of such inspection or otherwise.

inspection or otherwise.

11.4. The Carrier in exercising the liberties contained in this Clause shall not be under any obligation to take any particular measure.

12. Dangerous Goods

12.1. No goods which are or may become hazardous, dangerous, inflammable or damaging (including radioactive materials), shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are likely to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant.

Merchant.

12.2. The Merchant warrants that the Goods are sufficiently packed in compliance with all laws or regulations and requirements with regard to the nature of the Go

12.3. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

12.4. Nothing contained in this Clause shall deprive the Carrier of any of his rights vided for elsewhere

12.4. Nothing Comained in this Catase shall exprive the Carrier of any of his rights provided for elsewhere.

13. Matters Affecting Performances

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may in its sole discretion:

13.1. Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this Clause, he shall be entitled to charge such additional freight as the Carrier may determine; or

13.2. Suspend the Carriage of the Goods and store them ashore or afloat under these Terms and Conditions and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause, he shall be entitled to charge such additional freight and costs as the Carrier may determine; or

13.3. Abandon the Carriage of the Goods and splace them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the

any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall

responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route or to suspend the Carriage under this Clause, this shall not prejudice its right to subsequently abandon the Carriage under this Clause, this shall not prejudice its right to subsequently abandon the Carriage. 13.4. 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 purporting to act as or on behalf of such government or authority.

14. Liability for Pre- and On-Carriage.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight forthe whole carriage has been collected by him.

whole carriage has been collected by him. Loading and discharging.

(a) Loading and discharging of the cargo shall be arranged by the Carrieror its

(b) The Merchant shall, at its risk and expense, handle and/or store thecargo before loading and after discharging.

loading and after discharging.

(c) Loading and discharging may commence without prior notice.

(d) The Merchant or its Agent shall tender the cargo when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or its Agent fails to tender the cargowhen the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port without furthernotice, and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges losses, costs and express incurred by the freight and/or any overtime charges, losses, costs and expenses incurred by the

Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast asthe Vessel can discharge, including, if required by the Carrier, outside ordinary working hours, notwithstanding any custom of the port. If the Merchant or its Agent fails to take delivery of the cargo, the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or its Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.

losses, costs and expenses incurred by the Carrier.

(f) The Merchant shall accept its reasonable proportion of unidentifiedloose cargo.

16. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines.

(a) Freight, whether paid or not, shall be considered as fully eamed upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent. shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, andany extra handling of the cargo for any of the aforementioned reasons.

aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes and charges

under any denomination may be levied, inter alia, on the basis offreight, weight of cargo or tonnage of the Vessel

The Merchant shall be liable for all fines, penalties, costs, expensesand losses which the Carrier, Vessel or cargo may incur through non- observance of Customs House and/or import or export regulations. (e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of certaining the actual facts, the Carrier

have the cargo inspected and its contents, weight, measurement or value verified

The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be entitled to sell the cargo privately or by

the costs of recovering the same and shall be entitled to sell the cargo privately or by auction to satisfy any such claims.

18. General Average and Salvage.

General average to be adjusted, stated and settled in any currency at any place selected by Carrier and according to the York/Antwerp Rules 1994, or any modification thereof, in respect of all cargo whether carried on or under deck. In the event of accident, danger, damage or disaster before of after commencement of the voyage resulted 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 Merchant shall contribute with the Carrier in General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel of vessels belonged to strangers. Any claims and/or disputes relating to general average shall exclusively be subject to the laws and jurisdictions set out in clause (5).

laws and jurisdictions set out in clause(5).

19. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of If the Vessel comes into collision win anomer vessel as a result of the engagence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo paid os st-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of its claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

20. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this contract given by any Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the

any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port. (c) Should it appear that epidemics, quarantine; ice; labor troubles, labor obstructions,

(c) Should it appear that epidemics, quarantine; ice; labor troubles, labor obstructions, strikes, lockouts (whether onboard or onshore); or difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safety and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient port. (d)The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of carriage. (e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

21. Defenses and Limits of Liability for the Carrier, Servant and Agent (a) It is hereby expressly agreed that no servant of agent of the Carrier (which for the

(a) It is hereby expressly agreed that no servant of agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this contact of carriage, for any loss, damage, or delay of whatsoever kind arising or resulting directly of indirectly from any act, neglect of default on this part while acting on the course of or in connection with his

employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitle, shall also be available and shall extend to protect every

to which the Carrier is entitle, shall also be available and shall extend to protect every such servant and agent for the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) for the purpose of all foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit if all persons who might be his servant or agents from time to time and all such persons shall be this extent be or be deemed to be parties to this Contract of carriage.

22. Stoware.

22. Stowage.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articlesof transport used to consolidate The Carrier shall have the right to carry containers, trailers, transportable tanks

(10) The Carrier snail nave the right to carry containers, trailers, transportable tanks, and covered flats, whether stowed by the Carrier orreceived by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.
23. Shipper-Packed Containers, trailers, transportable tanks, flats and pallets.
(a) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents, and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused the

(i) negligent filling, packing or stowing of the container;

(1) negligent filling, packing or stowing of the container;
(iii) the contents being unsuitable for carriage in container;
(iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier, and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.
(b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(b) The provisions of sub-clause (1) or time clause and apply means a supply means transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(c) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

24. Return of Containers.

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or

including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

Additional Clause

Additional Clause
U.S. Trade. Period of Responsibility.
(i) In case the Contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.
(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.