

CONDITIONS OF CARRIAGE

Special provisions herein override general provisions in as far as contradictory.

- 1. DEFINITIONS**
- In this Bill of Lading both on the front and on the reverse, the terms mentioned hereunder shall have the following meaning:
- (a) 'Carrier' shall mean the party on whose behalf this Bill of Lading has been signed.
 - (b) 'Merchant' shall include the person or firm in whose name the booking was concluded, as well as the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the Goods, or the holder of any other document having a present or future interest in the Goods and the assigns and the successors of rights of all the above mentioned, or any one acting on behalf of any such person.
 - (c) 'Shipper' shall include the Merchant.
 - (d) 'Receiver' shall include the Merchant.
 - (e) 'Container' includes any Container, transportable tank or flat, or similar means of transport used to consolidate Goods.
 - (f) 'Ship' or 'Vessel' includes any substituted Vessel and any Vessel or other means of conveyance whatsoever, 'Vessel' owned, chartered, operated, employed or on his behalf contracted for by the Carrier.
 - (g) 'Goods' mean the whole or any part of the Goods accepted from the Shipper and include any Container not supplied by or on behalf of the Carrier.
 - (h) 'Ocean' arises when the shipment is from one port to another without Pre- or On-carriage but which Transport may include storage prior and/or subsequent to the carriage in the Port of Loading or in or near to the Port of Discharge. This is to be indicated overleaf in box 3 and/or box 9.
 - (i) 'Combined' arises when the shipment is from one port to another with Pre- and/or On-carriage, which is Transport to be indicated overleaf in box 4 and/or box 10. This may include storage prior to and/or subsequent to the Sea Carriage in the Port of Loading or in or near to the Port of Discharge. This is to be indicated overleaf in box 5 and/or box 9.
 - (j) 'Free Storage' shall mean the period of storage subsequent to the Sea Carriage in case of Ocean Freight Transport as described in article 3 (2) (c), or in case of Combined Transport as described in article 3 (3) (b) hereof, the duration where is to be indicated overleaf in box 8. The day commencing with the Goods carried hereon is to be the first day of the first storage week. A storage week starts at Sunday 00.00h and ends at Saturday 24.00h.
 - (k) 'Demurrage' Demurrage shall be payable day by day by the Rate stated in box 12 per calendar day or pro rata for any part of a day, to be allowed Merchants altogether at Ports of Loading and/or Discharging.
 - (l) 'Hague Rules' shall mean the International Convention for the unification of certain rules of law relating to Bills of Lading (Brussels August 25, 1924).
 - (m) 'Hague-Visby' shall mean the Hague Rules as amended by the Protocol done at Brussels on February 23, Rules' 1968.
 - (n) 'Hamburg' shall mean the United Nations Convention on the Carriage of Goods by Sea 1978 or legislation Rules' making such rules compulsorily applicable.

- 2. BILLS OF LADING**
- The Merchant warrants that in accepting this Bill of Lading he agrees to the terms hereof and that he is, or has the authority of the person, owning or entitled to the possession of the Goods, or has the authority of any person who has a present or future interest in the Goods.
- This Bill of Lading can be used for Ocean Transport and Combined Transport, with or without carriage or storage prior or subsequent to the Sea Carriage to or from, respectively in or near to the Port of Loading or Discharge, which is to be indicated on the face hereof, in accordance with the actual situation and with the definitions under article 1 hereof.
- The Bills of articles herein are printed for Merchant's convenience only and said titles shall not be considered binding for purposes of construing or interpreting any clause and/or term and/or word.
- No servant or Agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and specifically authorized or ratified in writing by the Carrier.
- Where the Hamburg Rules apply, same shall be deemed incorporated herein, but only to the extent that the said Rules apply compulsorily.

- 3. CARRIER'S RESPONSIBILITY**
- General provisions**
- (a) Clause Paramount
- Subject to article 12 and to par (3) of this article below, this Bill of Lading insofar as it relates to Sea Carriage shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable to the Carriage of Goods by Sea, or to any legislation making such Rules or the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waters and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waters. If and to the extent that the provisions of the Harter Act of the United States of America apply to the Carriage of Goods, the Carrier shall regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the Vessel the Carrier's responsibility shall instead be determined by the provisions of article 4, hereof, but if such provisions are found to be invalid such responsibility shall be subject to COGSA. Where the Hamburg Rules apply, same shall be deemed incorporated herein, but only to the extent that the said Rules apply compulsorily.
- (b) Period of Responsibility
- If the place of receipt or Pre-carriage (box 4 and/or 5) is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of damage to the Goods, however occurring, if such loss or damage arises prior to the Vessel's arrival at the Port of Loading or in or near to the Port of Loading with the Goods for loading, or, in case of shore cranes, in which case, when the Goods cross the Ship's rail, unless the Bill of Lading reads FIS, "Free in stowed", being used, in which case the Carrier will not be liable prior to disconnection of the tackle and loading, stowing and/or trimming of the Goods in the Vessels holds, to the case may be. If the Free Storage Period and/or Place of Storage after Sea Carriage and/or Delivery (box 8, 9 and/or 10) is named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises subsequent to discharge from the Vessel, which will mean when the tackle is disconnected in the process of discharging or, in case shore cranes are being used, when the Goods cross the Ship's rail, unless the Bill of Lading reads FIS or LHO, "Free in or on board the Vessel", in which case the Carrier shall be liable with and with the opening of the Vessels hatches in the Port of Discharge but in any case with the commencement of the discharge.

- (c) Limitation of liability
- The Carrier shall be entitled to (and nothing herein shall operate to deprive or limit such entitlement) the full benefits of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) in which the Goods are carried.
- (d) Delay/consequential damage
- The Carrier shall neither be liable for any loss sustained by the Merchant through delay of the Goods, unless, but then only to such extent that the contract of carriage is compulsorily subject to the Hamburg Rules, nor shall the Carrier be liable for any indirect or consequential damage, however and whenever caused.

- (2) Special Provisions: Ocean Transport
- (a) Ocean Transport without storage prior and subsequent to the carriage.
- In case of Ocean Transport as per article 1 (h), not including storage prior, nor subsequent to the carriage in the Port of Loading or Discharge as per par (1) of this article, the liability of the Carrier for loss of or damage to the Goods shall commence both at the Port of Loading and at the Port of Discharge, all as described in par (1) sub (b) of this article. Goods in the custody of the Carrier before loading and after discharge whether being forwarded to or from the Ship or whether awaiting shipment, landed, or stored, or put into trucks, railway wagons and/or any other means of conveyance or craft belonging to the Carrier or not, or pending transshipment, are in such custody at the sole risk of the Merchant, and the Carrier, as Carrier or in an alternative capacity whatsoever, shall not be liable for loss or damage arising or resulting from any cause whatsoever, such leaving unfastened all the Carrier's remedies and defenses. In case of Ocean Transport, compulsorily subject to the Hamburg Rules, the period of responsibility shall be limited to the time that the Carrier is in charge of the Goods.
- (b) Ocean Transport with storage prior to the Sea Carriage.
- In case of Ocean Transport with storage prior to the carriage in the Port of Loading as indicated in box 4 overleaf, the liability of the Carrier for loss of or damage to the Goods shall commence at the moment that the Goods have been taken into custody for storage by the Carrier in the place designated for storage. Unless clause (c) hereof applies as well, liability shall cease as described above in clause (a) hereof.
- (c) Ocean Transport with storage subsequent to the Sea Carriage.
- In case of Ocean Transport, including storage subsequent to the carriage in or near to the Port of Discharge as indicated in box 9 overleaf, the liability of the Carrier for loss of or damage to the Goods shall commence as per clauses (a) or (b) above, as the case may be, and continue after discharge from the Vessel for a maximum period of the Free Storage Period, during which period the Carrier will arrange for proper storage of the Goods. In case the Merchant does not take delivery of the Goods prior to the termination of the Free Storage Period, the Goods will be deemed to have been placed at the disposal of the Merchant and delivered on the moment and in the manner as described in article 3 (2) hereof, and the Carrier shall be liable from that moment and in the manner as described in article 3 (2) hereof.

- (3) Special Provisions: Combined Transport
- (a) General
- In case of Combined Transport, as per article 1 (i), the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the place of receipt (or of Pre-carriage) or the Port of Loading, to the Port of Discharge or to the place of delivery, and, save as otherwise provided herein the Carrier shall be liable for loss or damage occurring during the carriage to the extent set out below.
- (i) If the stage of the carriage where loss or damage occurred is not known:
- (A) Exclusion of liability
 - The Carrier shall in any case be relieved from liability for any loss or damage if such loss or damage has resulted from:
 - (i) an act or omission of the Merchant,
 - (ii) insufficiency of or defective condition of packing or marking,
 - (iii) handling, loading, storage or unloading of the Goods by or on behalf of the Merchant,
 - (iv) compliance with instructions of the person entitled to give them
 - (v) inherent vice of the Goods,
 - (vi) strike, lockout, stoppage or restraint of labour,
 - (vii) a nuclear incident or event,
 - (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.
 - (B) Burden of proof
 - The burden of proof that loss or damage was due to one or more of the causes or events specified in this clause (3) (a) (i) (A) shall rest upon the Carrier, save when the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, specified in this clause (3) (a) (i) (A) (ii), (iii), (iv) or (v). The Merchant shall, however, be entitled to prove that the loss or damage was not in fact, caused either wholly or in part by one or more of these causes or events.
- (ii) If the stage of the carriage where the loss or damage occurred is known:
- Notwithstanding anything provided for in this clause (3) (i) and subject to article 12, it is known during which stage of the carriage or storage the loss or damage has occurred, the liability of the Carrier in respect of such loss or damage shall be determined:
- (A) by any international convention or national law the provisions of which
 - (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 or storage where the loss or damage has 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;
 - (B) by the Harter Act, COGSA in U.S.A. or COGWA in Canada, if applicable in case of inland waterways, or

- (C) by the provisions of clause (3) (ii) if the provisions of clause (3) (i) (A) and (B) above do not apply.

- For the purpose of this clause (3) (ii), references in the Hague (Visby) Rules (or COGSA or COGWA) or Hamburg Rules shall be construed accordingly.
- (b) Combined Transport with storage subsequent to the Sea Carriage
- When, in the course of Combined Transport, the Goods are to be stored subsequent to the Sea Carriage in the Port of Discharge as indicated overleaf in box 9, such storage will be for a maximum period of the Free Storage Period as indicated overleaf in box 8. The Merchant is to instruct the Carrier or his Agent ultimately 5 working days before termination of that period whether the Goods are to be on-carried to another port of destination, or, failing which the Goods will be deemed to have been placed at the disposal of the Merchant on the moment and in the manner as described in article 3 (2) hereof, and the Carrier will be relieved from all liability. The Carrier will thereafter act as forwarding Agent only. No claim will be acknowledged by the Carrier for damage or loss arising during any further storage and/or subsequent to the Port of Discharge, nor will the freight on the whole transport has been collected by him. Freight received, as far as relating to further storage and/or carriage, will be considered to be forwarding commission and expenses.

- 4. U.S.A. CLAUSE**
- (1) Bill of Lading covers the transportation of Goods to or from ports in the United States of America, this Bill of Lading shall be subject to United States Carriage of Goods by Sea Act, 1936, which shall be incorporated herein, and the provisions of said act shall govern before and after discharge and throughout the entire time the Goods are in the custody of the Carrier.
- (2) If anything herein contained be invalid or unenforceable under the provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term hereof.
- (3) The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of or to Goods while the Goods are not in his actual custody.
- 5. JURISDICTION/APPLICABLE LAW**
- (1) All actions under this contract of carriage against the Carrier shall exclusively be brought before the competent Court of law in the place of receipt or the place of destination of the Goods.
- (2) In as far as anything has not been dealt with by the terms and conditions hereof, Dutch Law shall apply.
- 6. SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING**
- The Carrier shall be at liberty to subcontract any part of the whole or any part of the carriage, loading, unloading, stowing and/or any and all duties whatsoever undertaken by the Carrier in relation to the Goods, to carry the Goods, under its part of destination by the said or other Vessel or Vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the Goods or to part of them their port of destination, and to transship, land and store the Goods either on shore or afloat and reship and forward the same to destination.
- 7. SOLE VOYAGE**
- The intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding and returning to or stopping or slowing down at or off any ports or places for any purpose connected with the service including bunkering and/or maintenance of Vessel and/or matters relating to the Crew.
- 8. LIGHTS**
- The Carrier has the option to load/discharge the Goods into lighters or any other craft and such operation shall be at the sole risk and expense of the Merchant, unless expressly agreed otherwise. The Carrier shall not be liable for any risk to the Goods arising while they are being moved from the Vessel to the warehouse or from the warehouse to the Vessel. Any lighting in or off port of discharge to be for the account of the Merchant.

- 9. UNDISCHARGING, NOTIFICATION, DELIVERY AND OPTIONS**
- (1) General Provisions
- (a) Loading on and discharging from the means of transport may commence without prior notice.
 - (b) Any mention herein of parties to be notified of the arrival of the Goods is solely for Carrier's convenience. No liability attaches to the Carrier for failure to give such notification or any other notification in connection with the Carriage hereunder, nor does such failure relieve the Merchant of any obligation hereunder.
 - (c) The Goods contracted for shipment shall be brought alongside the Ship ready for loading either on the quay, midstream or in open roads, at the latest upon arrival of the Ship. Goods contracted for Combined carriage shall be ready for loading on the quay or wharf, in warehouses or in Custom houses.
 - (d) The Goods shall be loaded as fast as the Ship or other means of transport can receive, also, if requested, outside the ordinary working hours, during the night, on Saturdays, Sundays and Holidays, notwithstanding any custom of the port, any extra expenses incurred thereby to be borne by the Merchant, unless expressly agreed otherwise.
 - (e) If any Goods contracted for shipment are not available when the Ship or other means of transport is ready to load, the Ship or other means of transport is not obliged to wait for and/or load such Goods and is, without prejudice to the right of claiming time lost for waiting, at liberty to continue its voyage or depart for other purposes without further notice, and the Merchant will be pay deadfreight. The Merchant cannot appoint the loading place.
 - (f) If the Merchant for whatsoever reason fails to take delivery of the Goods or any part thereof at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof and/or otherwise to take delivery in accordance with the conditions hereof, or if he fails to do so promptly, the Ship or other means of transport shall be at liberty and/or the Carrier shall be entitled, with or without notice, to re-ship the Goods at the port of destination or elsewhere, on quay or wharf, in warehouses or in Custom houses or to the like, and/or to unstuff the Goods or to part thereof (also if stored in Container) and/or store the Goods or to part thereof ashore, afloat, in the open or under cover, which shall constitute due delivery under the contract of carriage by placing the Goods at the disposal of the Merchant, and the Carrier's liability in respect of the Goods or to part thereof deposited, unstowed or stored as aforesaid (as the case may be) shall terminate on the date when the Goods are so re-ship, stored or deposited ashore (if paid or payable by the Carrier or any Agent or sub-contractor) shall upon demand forthwith be paid by the Merchant to the Carrier.
 - (g) Furthermore, the quay and port dues charged on the basis of the Goods shall be for Merchant's account, along with any other expenses resulting from the Ship or discharge being delayed as a consequence of the way of stowing.
 - (h) At the Merchant's request a Bill of Lading with optional Ports of Discharge or places of delivery can be issued. The Port of Discharge or place of delivery must be declared, in writing or by telex, to the Carrier not later than two days before the Vessel's or other means of transports' expected arrival at the first geographical port of destination.
- In the absence of such declaration the Carrier may elect to place the Goods at the disposal of the Merchant at the first or any other optional port or place, and the contract of carriage shall then be considered as having been fulfilled. Such option can be exercised for the total quantity hereunder.

- (2) Delivery after storage
- (a) When it has been agreed and as indicated in box 9 overleaf, that after discharge from the Vessel in the Port of Discharge, the Goods will be stored in a warehouse there, the Goods will remain stored at the risk and expense of the Carrier for a maximum period of the Free Storage Period.
 - (b) The Merchant will be liable for any loss or damage to the Goods as described in article 3 (2) (c) (h) to take delivery of the Goods ultimately within the mentioned period, in the manner as set out herein, and, in case of Combined Transport with storage subsequent to the Sea Carriage in the Port of Discharge as described in article 3 (2) (b) shall give timely instructions for On-carriage to final destination as described above in this article, and the Carrier shall be liable for any loss or damage to the Goods as described in the description of the Merchant at 24.00 hrs. local time of the last day of the Free Storage Period, whereafter the Goods will remain stored at the warehouse at the risk and the expense of the Merchant, (also) under applicability of the general trading conditions (if any) of the relevant storage facility, and the Carrier will be relieved from any and all liability, without prejudice however, to all the Carrier's rights and remedies as set out herein and any (other) legislation in force, and, in case of Combined Transport, the Carrier will thereafter act as forwarding Agent only.

- 10. APPOINTMENT**
- The Carrier or his Agents may at his discretion select unclaimed and perishable Goods forthwith and frozen or other perishable Goods after their date of discharge and payment to the Owners of the Goods of the net weight or sale value, Freight and charges, if any, shall be for the Carrier at all liability.
- 11. CONTAINERS, OPTIONAL STOWAGE CONSOLIDATION**
- Goods may be stowed by the Carrier as received, or, at the Carrier's option by means of pallets, Containers, trailers, vehicles, or by any other means of transport used to consolidate Goods.
- The Goods, whether stowed on the quay or not or stowed in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.
- Unless stated on the face hereof as being carried on deck at Merchant's risk, as per article 12, the liability of the Carrier for Goods carried on deck shall be governed by the Hague or Hague Visby Rules, as applicable and incorporated herein, or the Hamburg Rules where and to the extent that same apply compulsorily, and the Goods so carried shall be subject to the General Average and Salvage provisions of article 13.
- (4) If the means of consolidated transport accepted for transportation is Containers and the contents were packed and stowed inside the Container by or on behalf of the Shipper and not by or on behalf of the Carrier:
- (a) The Carrier shall be under no liability in the event of loss of or damage to any of the Goods directly or indirectly caused by the manner in which the contents have been packed and/or stowed inside the Containers or by the unsuitability of the contents for Container carriage or by the unsuitability or defective condition of the Container.
 - (b) The Merchant hereby agrees to indemnify the Carrier against any loss, costs or expenses which the Carrier may suffer or incur in consequence of the failure of the contents to be suitable for Container carriage or loss of or damage to any property due to the manner in which the contents have been packed and/or stowed inside the Container or due to the unsuitability or defective condition of the Container.
 - (c) The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of errors or omissions in the marks, numbers or descriptions of the Containers or of the contents.
 - (d) Any means of consolidated transport in or on which Goods have been stowed shall be deemed for all purposes to constitute one package or unit only and the liability of the Carrier shall not exceed the limit of liability as per article 3 (1) (c) hereof.

- (5) The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon Goods in transportation or may refuse to carry the same ashore or after unloading or in the open, at any place, which storage shall be deemed to constitute the placing at the disposal of the Merchant and the delivery hereunder. The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred.
- (f) The Carrier has no responsibility whatsoever for the functioning of reefer Containers or trailers, not owned or leased by the Carrier.
- 12. DECK GOODS AND LIVE STOCK**
- (1) Goods (not being stowed in Containers) carried or to be carried on deck and stated herein to be so carried, and live stock (whether or not carried on deck) are received, stowed, carried, kept, discharged, delivered and otherwise handled by the Carrier and the Carrier shall be liable for any loss, damage, injury, illness, death and/or delay of whatever nature and whatsoever caused, even if due to unseaworthiness or unfitness of the Vessel or other means of transport or to negligence on the part of the Carrier, its employees, Agents, or sub-contractors or in the case of deviation.
- (2) The Merchant's responsibility (where required) of initial or subsequent stowage of the Goods in Containers on deck shall be deemed to be given by acceptance hereof, whether or not the Goods are stated herein to be carried on deck.
- (3) If circumstances of whatever nature give cause to the Master or Carrier, in their sole discretion, to decide livestock may be destroyed or thrown overboard without any liability attaching to the Carrier.
- (4) The Merchant shall indemnify the Carrier against any loss, damage, injury, illness, death, whatsoever, and against any loss or damage or liability suffered or incurred, in connection with the carriage of such livestock.

- 13. FREIGHT AND OTHER CHARGES**
- (1) Freight, tare and other charges considered as fully earned and non returnable in any event, upon receipt of the Goods by the Carrier for Ocean Transport or Combined Transport, respectively for storage prior to such carriage or transport, Ship and/or Goods lost or not lost, whether the Goods arrive in sound, damaged or in leaking condition.
- (2) Freight is due, whether the Carrier acts as Carrier or (in part or in whole) as Forwarder only, in accordance with article 3 (2) (b) hereof.
- (3) The Freight payable hereunder has been calculated and based on particulars furnished by or on behalf of the Merchant. The Carrier may at any time upon any Container or package in order to count, inspect, reweigh, remeasure or revalue the Contents; and, if the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that the Carrier is entitled to claim, as liquidated damages to the Carrier, double the amount of Freight which would have been due if such declaration had been made by the Merchant, and against any other sum having been stated hereon as Freight payable. For the purpose of ascertaining the actual facts the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified, all expenses being paid by the Merchant unless the description of the Goods is found to be correct.
- (4) Freight, demurrage, detention, deadfreight and all Charges must be paid without any counterclaim, deduction or set-off before delivery of the Goods to the Merchant. The Carrier's claim for any Charges under this contract shall be payable soon as they have become due and interest at 12% per annum or pro rata shall run from the date Freight and Charges, however named, are due. In any event the persons denominated "Merchant" are jointly and severally liable for Freight, additional and any Charges due in connection with the performance of this contract of carriage.
- (5) The Merchant is liable for expenses of fumigation, of gathering and sorting loss of Goods, of weighing on board and expenses incurred in repairing damage to and replacing of packing, and for all expenses caused by extra handling of the Goods for any reason whatsoever.
- (6) Furthermore any dues, duties, taxes and Charges which under any denomination may be levied on any basis shall be paid by the Merchant.
- (7) Freight Charges shall be payable in the currency in which the Goods are freighted or at Carrier's option in the currency of the country of the Port of Loading or Port of Discharge, in each case converted at the highest rate of exchange on the date of booking or shipment or date of payment, whichever is the higher.
- (8) The remark "freight prepaid" is only valid if signed by the Carrier or his Agents.
- (9) The Carrier is not responsible for the payment or collection of whatever taxes, dues, etc. on the Goods and/or freight and/or on the Vessels used in connection therewith. Such levies to be paid by the Merchant.

- 14. DESCRIPTION AND PARTICULARS OF GOODS**
- (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and are unknown to the Carrier who has no knowledge of the number, weight, contents, measure, quantity, condition, marks, numbers and value of the Goods and who shall be under no responsibility whatsoever in respect of, nor be bound by, such description and particulars.
- (2) 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, delay, damages and expenses, including any fines, arising or resulting from any inaccuracy or inadequacy of such particulars.
- (3) Particularly the Merchant warrants to the Carrier that no drugs and/or other contraband will be hidden in or form part of or are being packed with or within the Goods. In case of breach of this warranty the Merchant shall indemnify the Carrier as set out in clause (2) hereof.

- 15. DANGEROUS GOODS**
- (1) When the Merchant hands Goods of a dangerous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken.
- (2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless without any compensation; and the Merchant shall be liable for all expenses, loss or damage, arising out of the handling over for carriage, or out of the carriage of such Goods.
- (3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the Ship or the Goods, they may in the like manner be landed at any place or destroyed or rendered innocuous by the Carrier without any liability on the part of the Carrier except to General Average, if any.
- 16. CARRIAGE AFFECTED BY CONDITION OF GOODS, CUSTOMS REGULATIONS**
- (1) If it appears at any time that the Goods cannot safely or properly be carried or on-carried further, either at all or without incurring any additional expense or taking any measure(s) and/or incur any additional expenses to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or on board, the Carrier may, at any time or place, at his option, unload, store or otherwise dispose of the Goods at the placing at the disposal of the Goods to the Merchant and due delivery hereunder. The Merchant shall indemnify the Carrier against any additional expense so incurred.
- (2) The Merchant is obliged to comply with all regulations and requirements of port, customs or any other authorities, to provide Carrier with such information as it may reasonably require to comply with such regulations and requirements, and to pay and/or indemnify the Carrier and/or the Owners of other Goods on board for detention of a Ship or Goods and for all costs, losses, damages, duties, fines of whatever nature, incurred or suffered in consequence of the non-observance or incorrect fulfillment thereof.
- (3) If the Goods are not permitted to be delivered or imported, the Carrier shall be at liberty to dispose thereof, even by destroying, or to bring back or to re-ship such Goods to the Port of Loading or any other port, at all the risk and expense of the Merchant. The Carrier shall not be considered as having complied with all his obligations under the contract, and the Goods will be deemed to have been placed at the disposal of the Merchant.
- 17. LIEN**
- The Carrier shall have a lien on the Goods and on any documents relating thereto for any amount due by the Merchant under this contract and any earlier contracts and the costs of recovering what is due to the Carrier and shall be entitled to sell the Goods of the public auction or privately, without notice to the Merchant.
- 18. IDENTITY OF CARRIER**
- (1) The contract evidenced hereby is between the Merchant and the owner of the Vessel named herein (or a substitute vessel) and it is therefore agreed that said shipowner only shall be liable for any damage or loss due to any breach of non-performance of any obligation arising out of the contract of carriage, whether or not relating to the Vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is a Carrier and/or bailee of the Goods shipped hereunder, all limitations of and exonerations from, liability provided for by law in respect of the Carrier, Salvage, Subrogation and other charges shall nevertheless apply in respect of the Goods.
- (2) It is further understood and agreed that the company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principle in the transaction, said company or Agents shall not be under any liability arising out of the contract of carriage, neither as Carrier nor as bailee of the Goods.

- 19. BOTH TO BLAME COLLISION, NEW JASON CLAUSES**
- Both to Blame Collision and New Jason clauses as recommended by BIMCO, latest version shall be deemed to be incorporated herein.
- 20. GENERAL AVERAGE AND SALVAGE**
- (1) General Average to be adjusted at any port or place at Carrier's option and to be settled in Rotterdam in the event of a claim, in accordance with the provisions of the York-Antwerp Rules 1950, or any other rules of General Average or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred in respect of Salvage, Subrogation and other charges.
- (2) If a saving Vessel is owned or operated by the Carrier, Salvage shall be paid for as fully as if the saving Vessel or Vessels belonged to third parties.
- (3) The Merchant shall be liable for the payment of the General Average Contributions of the Goods and/or any other cargo or specie or other property on board the Vessel, and the Merchant shall be liable for the payment of any demurrage or other charges in respect of the Goods.

- (4) The Merchant shall be obliged to declare on Carrier's request the value of the Goods for the purpose of General Average and Salvage, and to pay and/or indemnify the Carrier and/or the Owners of other Goods.
- (5) The Merchant by accepting this Bill of Lading expressly waives and renounces the Belgian Commercial Code Part II Article 148.
- (6) The Merchant agrees that damage to and expenses and sacrifices incurred by the Vessel, even if caused by the inherent vice or unseaworthiness of the Vessel, or by fault or neglect of the Master or Crew, shall be considered as matters of General Average and shall be contributed to the Merchant accordingly.

- 21. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS OF THE CARRIER**
- (1) It is hereby expressly agreed that no servant or Agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever for loss of or damage to the Goods or for delay or detention or for any loss or injury or indirectly for any loss or default on his part while acting in the course of or in connection with his employment and without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or Agent of the Carrier acting as servant or Agent of the Carrier for the purpose of this clause the Carrier or shall be deemed to be acting as Agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or Agents from time to time (including independent contractors as aforesaid) and all such persons shall to the extent he or she or they may be deemed to be parties to the contract evidenced hereby.
- (2) The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from any servant or Agent of the Carrier for any such loss, damage or delay or otherwise.
- 22. GOVERNMENT DIRECTIONS, WAR, EPIDEMIC, ICE, STRIKES, ETC.**
- (1) The Master and the Carrier shall have liability to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.
- (2) It shall appear that the performance of the transport would expose the Vessel or its Goods on board to risk of seizure or damage or delay, resulting from war, warfare operations, blockade, blockades, riots, civil commotions or piracy, or would expose any persons on board to the risk of loss of life or freedom, or that any such risk has increased, the Goods to be discharged at the Port of Loading or any other convenient port at Master's discretion.
- (3) The Carrier shall be relieved from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, in connection with the performance of the transport under this contract if and to the extent that the performance of the transport would expose the Vessel or its Goods on board to risk of seizure or damage or delay, resulting from war, warfare operations, blockade, blockades, riots, civil commotions or piracy, or would expose any persons on board to the risk of loss of life or freedom, or that any such risk has increased, the Goods to be discharged at the Port of Loading or any other convenient port at Master's discretion.
- (4) The discharge under the provisions of this clause of any Goods for which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. 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 Goods.
- (5) If any situation referred to in this clause may be anticipated, or if for any such reason the Vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.
- (6) The Merchant shall be informed as soon as practicable.

- 23. NOTICE OF CLAIMS**
- (1) The Carrier shall be deemed prima facie to have delivered the Goods as described herein unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery (or the Port of Discharge if no place of delivery is named on the face hereof) before or at the time of removal of the Goods into the custody of the person entitled to receive the Goods hereunder, or if the loss or damage is not apparent, within three working days after delivery.
- (2) In any event the Carrier shall be discharged from all liability in respect of loss or damage unless such is brought within one year after delivery of the Goods or the time when the Goods should have been delivered, resp. two years in as far as the Hamburg Rules apply compulsorily.
- (3) In the case of any extra expenses incurred by the Carrier and the Merchant shall give all reasonable facilities to each other for inspecting and tallying the Goods.
- (4) The Carrier shall not be liable to pay any compensation if the nature or the value of the Goods has been willfully mistated. The above includes claims in the nature of General Average.
- (5) The Carrier's responsibility shall also apply in the case of loss sustained as a result of mis-delivery, non-delivery, wrongful delivery or delivery to any person whatsoever not entitled to the Goods.

- 24. WAIVERS**
- Nothing herein shall operate to limit or deprive the Carrier of any statutory protection or exemption from, or limitation of, liability or to increase his responsibilities or liabilities under any statute.
- 25. VALIDITY**
- In the event that anything contained herein 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 further be null and void.

BILL OF LADING

b/I No

for Ocean Transport* for Combined Transport*
 (* indicate as appropriate)

1 Shipper:

2 Consignee:

3 Notify Address:

4 Precarriage from:

5 Place and Date of Storage before Sea Carriage: *[see article 3 (2) (b)]*

OCEAN VESSEL

6 Port of Loading:

7 Port of Discharge:

8 Free Storage Period: storage weeks *[see article 1 (j)]*

9 Place of Storage after Sea Carriage: *[see article 9 (2)]*

10 Place of Delivery after Oncarriage: *[see article 9 (2)]*

Marks and Nos	Number and Kind of Packages	Description of Goods	Gross Weight	Net Weight
<p>Particulars furnished by the Merchant</p> <p><input type="checkbox"/> If indicated by "X" here, continuation of cargo description given on attached sheet</p>				

11 Freight, Charges, etc.:

SHIPPED on board in apparent good order and condition, unless otherwise stated and to be discharged at the aforesaid port of discharge or so near thereto as the Vessel may safely get and be always safe afloat. This Bill of Lading is a receipt only for the number of packages shown herein. Weight, measurements, marks and numbers, quality, quantity, contents and value shown above are furnished by the Merchant and have not been checked and are to be considered unknown unless expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such acknowledgement or agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether printed, written, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.
 IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.
 Full freight and charges are payable as per agreement, but always deemed earned latest on signing Bills of Lading, discountless and non returnable, Ship and/or Goods lost or not.

NUMBER OF ORIGINAL BILLS OF LADING

12 Demurrage Rate:
 Total Laytime:

14 Place and Date of Issue:

13 Freight payable:

Signature for/by the Master: