

Transmar's BL terms & conditions

1. DEFINITIONS

The following definitions shall apply in this Bill of Lading:

“**ACI**” Advanced Cargo Information System

“**ACID**” 19-digit code provided to the Merchant by the Egyptian Customs (Nafeza) after their acceptance to ship the consignment to Egyptian Ports.

“**Bill of Lading**” means the present document whether called Bill of Lading, Paperless Bill of Lading or Waybill

“**BIMCO**” means the Baltic and International Maritime Council

“**Carriage**” means the whole or any part of the operations undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

“**Carrier**” means the party named on...page...of this Bill of Lading

“**Container**” includes any container, trailer, transportable tank, flat or similar article used to consolidate Goods and any connected equipment or accessory.

“**COGSA**” means the U.S. Carriage of Goods by Sea Act, 46 U.S.C 1300 et seq.

“**Freight**” includes all charges whatsoever payable to the Carrier in accordance with the applicable tariff and this Bill of Lading.

“**Goods**” means the whole or any part of the cargo carried under this Bill of Lading received from the shipper, including any Container not supplied by or on behalf of the Carrier.

“**Hague Rules**” means the International Convention for the Unification of Certain Rules relating to the Bills of Lading signed at Brussels on 25 August 1924 only.

“**Hague-Visby Rules**” means the Hague Rules including the Visby amendments of 1968 and the amendments by the Protocol of 1979.

“**Inland Transport**” means carriage during Multimodal Transport other than between the Port of Loading and the Port of Discharge.

“**Merchant**” includes, the Shipper, Consignee, holder of this Bill of Lading, the receiver of the Goods, and any Person owning, entitled to or claiming the possession of the Goods or of this Bill of Lading or anyone acting on behalf of this Person.

“**Multimodal Transport**” arises if the Carrier has indicated a Place of Receipt and/or Place of delivery on the front hereof in the relevant spaces. Multimodal Transport consists of Port-to-Port carriage and Inland Transport.

“**Place of Delivery**” means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

“**Place of Receipt**” means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

“**Person**” includes an individual, corporation, company or any other legal entity.

“**Subcontractor**” includes but is not limited to the owners, managers and operators of the Vessel(s) other than the Carrier, charterer, slot and space charterers, the Vessel, all underlying carriers, bailees, direct or indirect subcontractors, stevedores, terminal and groupage operators, road and rail transport operators, warehousemen or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with Carrier or not.

“**Vessel**” includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized for the Carriage of Goods under this Bill of Lading.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of lading. Particular attention is drawn to terms and conditions concerning free storage time, and additional charges including demurrage, per diem, storage expenses and legal fees, etc.

A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

3. CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every Person defined as “Merchant” is jointly or severally liable towards the Carrier for all the various undertakings, responsibilities, and liabilities of the Merchant under or in connection with the Bill of Lading and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeing to the terms and conditions in the Bill of Lading he is the owner of the Goods, or he does so with the authority of the owner of the Goods or the Person entitled to the possession of the Goods or of this Bill of Lading.

4. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

1. Port-to-Port Carriage

- a. The period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.
- b. This Bill of Lading shall be subject to the Hague/Hamburg Rules unless the governing law makes the Hague/Hamburg or the Hague Visby Rules compulsorily applicable.
- c. The Carrier shall not be responsible for any fault of his personnel and of the vessel's crew in cases of damage or loss caused by fire or explosion on board the vessel or caused by the navigation or management of the vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods (“Error in navigation and Fire Defenses”).
- d. The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising. Should the Master in its sole discretion consider that any live animals likely to be injurious to any other live animal or any Person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all, or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.
- e. The Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the vessel, in particular pilots on board of

the vessel or the Crew of a tugboat assisting the vessel, in cases of damage or loss caused by the navigation or management of the vessel, save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods.

f. Goods in the custody of the Carrier, its agents, or servants before loading on board the vessel and/or after discharge there from whether awaiting shipment or being forwarded to or from the vessel, landed, stored, laid ashore or afloat in lighters or otherwise or pending transshipment at any stage of the whole transport will be at sole risk of the Merchant. The Carrier shall not be liable for any loss of or damage to the said goods prior to the actual loading on or subsequent to the discharge from the vessel. If the Bill of Lading covers a shipment to or from the USA, however, US COGSA shall be applicable before the Goods are loaded on or after they are discharged from the vessel.

g. Notwithstanding the above, in case and to the extent that the governing law, or contractual arrangement.

2. Multimodal Transport

a. If the place of damage to or loss of the Goods is known, the responsibility of the Carrier determined by the law which applies to this leg of Carriage.

b. If it is established that loss or damage occurred during the port-to-port leg the "Error in Navigation and Fire Defenses" as per Clause 4 (1) (c) apply.

c. Subject to the applicable restriction in statutory law and international conventions, the Carrier shall not be liable for damage caused by error in navigating or handling the vessel, including errors caused by the arrangement of group of tugs or pushers.

d. Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Bill of Lading is done under the Merchant's own responsibility, time, risk and expense and the Carrier acts only for Merchant.

e. Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:

i. by the provisions contained in any international conventions, national law, or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

ii. where no international conventions, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling tender per package, or

iii. If any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said subcontractor carrier does not have a contract of carriage, then it is contractually agreed between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling tender per package.

f. Change of Destination by Merchant

In the event that the Merchant requests the Carrier to deliver the Goods at a port or place other than the port of discharge or the place of delivery originally designated in this Bill of lading and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the terms of this Bill of Lading are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on page 2 of this Bill of Lading as the port of discharge or place of delivery.

g. Delivery to Customs or Port Authority

Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

3. 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 to the shipper, consignee or owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act neglect or default on his part, while acting in the course of or in connection with his employment. 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, defense 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 aforesaid and for the purpose of all the 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 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 this extent be or deemed to be parties to the contract in or evidenced by this Bill of Lading.

5. NEW JASON CLAUSE

1. In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise the goods, shippers, consignee or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred in respect of goods and shall pay salvage and special charges incurred in respect of the goods .

2. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignee, or owners of the goods to the Carrier before delivery.

6. SUBCONTRACTING AND INDEMNITY [HIMALAYA CLAUSE]

1. The Carrier shall be entitled to subcontract on any terms whatsoever the whole or in part of the Carriage, including but not limited to loading, unloading, storing, and warehousing.

2. It is hereby expressly agreed that no servant, agent, or Subcontractor of the Carrier shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default

on his part while acting in the course of or in connection with his employment. 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, defense 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, agent and Subcontractor of the Carrier acting as aforesaid and for the purpose of all the 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 of all Persons who are or might be his servants, agents or Subcontractors from time to time and all such Persons shall to this extent be or deemed to be parties to the contract in or evidenced by this Bill of Lading. The foregoing shall extend to claims of whatsoever nature against other Persons chartering space on the carrying vessel.

3. The Merchant further undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent or Subcontractor 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 this contract, whether or not arising out of negligence on the part of such servant, agent or Subcontractor. The Merchant undertakes that if any such claim or allegation should nevertheless be made it will indemnify the Carrier against any and all consequences resulting there from.

7. LAW, JURISDICTION AND VALIDITY

1. Except as specifically provided elsewhere herein, Hague, Hague-Visby rules shall apply to the Terms and Conditions of this Bill of Lading.

2. All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall be brought before the competent courts of the Arab Republic of Egypt and no other Court shall have jurisdiction with regards to any such claim or action.

3. In the event that anything herein contained is inconsistent with any applicable international Convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

4. In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, bring suit against the Merchant in the fora agreed above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

8. PERIOD OF RESPONSIBILITY

1. Goods in the custody of the Carrier, their agents, or servants before loading on board the vessel and /or after discharge there from whether awaiting shipment or being forwarded to or from the vessel, landed, stored, laid ashore or afloat in lighters or otherwise or pending transshipment at any stage of the whole transport will be at sole risk of the Merchant.

2. The Carrier shall not be liable for any loss of or damage to the said goods prior to the actual loading on or subsequent to the discharge from the vessel.

9. SCOPE OF VOYAGE

1. The vessel shall have liberty to sail without pilots to proceed via any route, to proceed to, return to and stay at any port or ports whatsoever (including the Port of Loading) in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or often for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present, prior or subsequent voyage or any other purposes whatsoever and before giving delivery of the with in mentioned cargo at the Port of Discharge herein provided and with the like liberties as aforesaid to leave and then return to and discharge the said cargo at such port to tow or be towed to make trial trips with or without notice, to adjust compasses or to repair or dry-dock with or without cargo on board.

2. The exercise of any liberty in this clause shall form part of the agreed voyage. The Carrier does not promise or undertake to load, carry, or discharge the Goods on or by any particular Vessel, date or time.

3. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

10. SUBSTITUTION OF VESSEL

1. Transshipment and forwarding whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to the port 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 part of them beyond their port of destination and to transship, land and store the goods either on shore or afloat and reshipe and forward the same at Carrier's expense but at Merchant's risk.

2. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as a Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed by the Carrier on vessels under the Carrier's management and the Carrier will have no liability whatsoever for any damage or loss arising during any other part of the transport even though the freight for the entire transport has been collected by the Carrier

11. LIGHTERAGE

1. All lighterage and use of craft in loading or discharging shall be at the risk and for the account and responsibility of the Merchant., and all Charges incurred thereby shall be paid by Merchant in addition to freight.

2. Landing and delivery charges and pier dues shall be at the expense of the Merchant and shall be paid by Merchant in addition to freight.

12. LOADING, DISCHARGING AND DELIVERY

The cargo shall be arranged by the Carrier's agent unless otherwise agreed.

1. Landing, storage, and delivery shall be for the Merchant's account.

2. Loading and discharging may commence without previous notice.

3. The Merchant or their Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours not withstanding any custom of the Port. Otherwise, the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the Port without further notice and dead freight is to be paid. The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and – but only if required by the Carrier – also outside ordinary working hours not withstanding

any custom of the Port. Otherwise, the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract, or alternatively to act under Clause 19.

4. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall accept their reasonable proportion of unidentified loose cargo. The Carrier shall in no circumstances whatsoever be responsible for direct or indirect loss or damage caused through delay in departure of the vessel or in discharge of the goods after arrival destination.

5. The Carrier or any person to whom the Carrier has subcontracted the carriage, or any person authorized by the Carrier shall be entitled, but under no obligation, to open any container or package at any time and to inspect the goods

6. Without giving notice of either arrival or discharge, Carrier may discharge the Goods direct as they come to hand, at or onto any dock, wharf, craft, or place that the Carrier may select, and continuously, Friday, Saturday, and holidays included, at all such hours by day or night as the Carrier may determine no matter what the state of the weather or custom or rule of the port may be.

7. Delivery of the Goods shall be received by the consignee directly from the ship's tackle as the Goods come to hand in unloading or as soon as available if discharged on Carrier's dock or quay.

8. Landing and delivery charges and pier dues shall be at the expense of the Merchant and shall be paid by Merchant in addition to freight.

9. If the Goods are not taken away by the proper recipient by the expiration of the seven (7) working day after the Goods are at Merchant's disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be placed in storage or be permitted to lie where landed, but always at the expense and risk of the Merchant and Goods.

10. The responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into custody of customs or other Governmental Authorities. The Carrier shall not be required to give any notification of delivery or disposition of the Goods.

13. OPTIONAL STOWAGE AND DECK CARGO

1. The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.

2. Goods, whether packed in Containers, may be carried on deck or under deck without notice to the Merchant. In the absence of the mention "under deck" on the back hereof, or any similar mention, the Goods shall be presumed carried on ship's deck. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of The Hague Rules or US COGSA and shall be carried subject to those Rules.

3. In the event the Goods which are stated on the back hereof as being carried on deck (or in the event of the absence of the mention "under deck" or any similar mention), and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising, and whether or not caused by the negligence on the part of the Carrier, its servants, Agents or Sub-Contractors.

4. Containers, trailers and transportable tanks, whether stowed by the carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

5. If Carrier's liability is anyway implicated, the liability of the Carrier shall be limited according to the Terms and Conditions of this contract and otherwise to the Hague Rules, Hague and Visby Rules or the US COGSA rules, whichever is applicable under the Article 4 of the Bill of Lading.

6. It is deemed to be expressly agreed that goods stowed in container may be carried on deck with notice to the Merchant, if they are so carried the conditions as incorporated in the bill of lading shall be applicable notwithstanding the fact that the goods are carried on deck, and that the cargo shall participate in general average as carried under deck.

14. OPTIONS

1. The Port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional Ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional Port and the contract of carriage shall then be considered as having been fulfilled.

2. Any option can be exercised for the total quantity under this Bill of Lading only.

15. FREIGHT AND CHARGES

1. Freight shall be deemed fully earned upon booking of the Goods for the Carriage and shall be paid and non-returnable in any event. Should the Merchant cancel the booking of the Goods for the Carriage, at any time and for any reason whatsoever, he shall be liable for the payment to the Carrier its agents, successors, or assignee, of a penalty equal to the value of the Freight, including all charges, costs and expenses deriving from the cancellation of the booking.

2. The Merchant's attention is drawn to the stipulations concerning the currency in which the Freight is to be paid, rate of exchange, devaluation, and other contingencies relative to Freight in the Applicable Tariff.

3. Freight has been calculated based on particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that liquidated damages shall be payable to the Carrier in accordance with the Applicable Tariff. In case no freight terms are expressly in the Bill of Lading such terms are to be considered on "Free in out Stowed" basis unless otherwise declared in the respective charter party or booking note if any

4. The Merchant shall be responsible for the full payment to the Carrier, its agent, representatives, successors, or assignees, of the entire Freight due pursuant to this Bill of Lading on the agreed date and for its full amount, without possible deduction or set off any sort. Merchant irrevocably agrees to waive any right of set-off between the freight and any amount due under a contractual or tortious claim, which he has or may have against the Carrier and/or its Sub-Contractors, agents, officers, employees, or assignees, whether or not the claim is related to the Carriage under this Bill of Lading and without prejudice to its right to file such claim subsequently.

5. The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

6. Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the

vessel shall be paid by the Merchant.

7. The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

8. The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods, to claim double the amount of freight which would have been due if such declaration had been correctly given. 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.

9. Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

10. If the Merchant fails to pay the Freight upon the due date, then, without prejudice to any other right or remedy available to the Carrier, Carrier may at its option either (i) postpone the fulfilment of its own obligations until full payment of the Freight; (ii) charge the Merchant interest on the amount unpaid, by applying at 5 percent per annum shall run from the date when freight and charges are due. (iii) terminate the contract upon expiry of a seven (7) calendar days written notice of the Carrier to the Merchant which has remained without effect. In the event of a payment delay by the Merchant, the Carrier may also for any new delivery, require payment prior to shipment or suspend or cancel the contract or any pending booking order regardless of the conditions that may have been agreed, without incurring any liabilities whatsoever.

Whatever the option, the Merchant shall bear all attorneys' fees, bailiffs' fees and judicial costs incurred by the Carrier for the recovery of the unpaid Freight.

16. LIEN

1. The Carrier its servants or agents shall have a lien on the Goods and any documents related thereto and a right to sell the Goods whether privately or by public auction for all Freight (including additional Freight payable under Clause 14), primage, dead freight, pre-Carriage and/or inland Carriage whatsoever, demurrage, Container demurrage and storage charges, detention charges, salvage, general average contributions and all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debits whatsoever due to him by the Merchant.

2. The Carrier, its servants or agents shall also have a lien on the Goods carried under this Bill of Lading and any document relating thereto for all sums including Freights and charges as above mentioned due and outstanding on any other Contracts for the Carriage of Goods concluded between the Carrier, its servants or agents and the Merchant, at any time where such sums or Freights remains due and unpaid.

3. If the goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods are likely to become deteriorated, decayed, or worthless, the Carrier may, at its discretion without responsibility whatsoever, auction, sell, abandon, or otherwise dispose of such Goods solely at the risk and expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due to him by the Merchant and the amount realized by the exercise of the rights given to the Carrier under this Clause.

17. DELAY

1. 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 however arising be liable for direct, indirect or consequential loss or damage caused by delay unless caused by the Carrier's personal gross negligence.

2. If notwithstanding the foregoing the Carrier is held responsible for any delay, it is hereby expressly agreed that the Carrier's liability shall be limited to the ocean Freight paid under this Bill of Lading for the delayed Goods, exclusive of local charges and/or demurrage.

18. GENERAL AVERAGE AND SALVAGE

1. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences 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 sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered as general average expenses.

2. Any general average on a Vessel operated by the Carrier shall be adjusted according to York Antwerp Rules 1994, at any port or place at the option of the Carrier and in any currency at the option of the Carrier.

Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel, in either case the Merchant shall give such cash deposit or other security as the Carrier or the operator may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier or the operator requires, or, if the Carrier or the operator does not so require, within three months of the delivery of the Goods, whether or not the Merchant had notice of the Carrier's or the operator's lien at the time of delivery. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

3. Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances,

4. If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving Vessel or Vessels belonged to strangers.

5. In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master may act as its agent to procure such services to Goods and that the Carrier may act as its agent to settle salvage remuneration.

6. If the Merchant contests payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

19. BOTH TO BLAME CLAUSE

1. If the 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 the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship 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 ship or her Owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier.

2. 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 or contact.

(This clause to remain in effect even if unenforceable in the Courts of the United States of America)

20. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES ETC.

1. The Master and the Carrier shall have liberty 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. Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or delay, resulting from war, warlike operations, blockage, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

3. Should it appear that pandemics, epidemics, quarantine, ice, labor troubles, labor obstructions, strikes, lockouts, any of which onboard or on shore 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 leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

4. The discharge under the provisions of this clause of any cargo 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 if possible.

21. IDENTITY OF CARRIER

1. The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is therefore agreed that said Ship owner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness.

2. If despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitation of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to other.

3. If the vessel is not owned by or chartered by demise to the Carrier (as maybe the case notwithstanding anything that appears to the contrary) this Bill of Lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Carrier which acts as agent only and shall be under no personal liability whatsoever in respect thereof

4. It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Line, Company or Agents shall not be under any liability arising out of the contract of carriage nor as Carrier nor bailee of the goods.

22. EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUBCONTRACTORS

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 to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment, but 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, defense 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 aforesaid and for the purpose of all the 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 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 this extent be or deemed to be parties to the contract evidenced by this Bill of Lading.

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 such servant or agents of the Carrier for any such loss, damage, or delay or otherwise.

In addition, and without limitation to or restriction of the above provisions the following shall also apply: -

i. The Carrier shall be entitled to sub-contract the whole or any part of carriage on and whatsoever.

ii. In contracting for the following exemptions and limitation of, and exoneration from, liability, the carrier is acting as agent and trustee for all other persons named in this clause. It is understood and agreed that other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, agents, underlying carriers, sub-contractors and/or any other independent contractors whatsoever utilized in the carriage) is, or shall be deemed to be, liable with the respect to the goods as Carrier, bailee or otherwise. If however, it shall be adjudged that any person other than the Carrier is carrier or bailee of the goods or under responsibility with respect thereto, then all exemptions and limitations of, and exonerations from, liability provided by law or by the terms in this Bill shall be available to such persons.

iii. It is also agreed that each of the aforementioned persons referred to in the preceding clause are intended beneficiaries, but nothing herein contained shall be construed to limit or relieve from liability to the Carrier for acts arising or resulting from their fault or negligence.

TERMS OF THIS CLAUSE HAVE BEEN INCORPORATED ABOVE IN CLAUSE 12

23. PRE-CARRIAGE AND ON-CARRIAGE

1. Whenever the Place of receipt and/or Place of delivery is named on the front hereof, the Carrier shall act only as Agent of the Merchant in arranging for forwarding of the goods from the Place of receipt to the Port of loading and/or forwarding the goods from the Port of discharge to the Place of delivery.

2. In any event, the Merchant accept and waives the Carriers liability in full, and the Carrier shall be under no liability whatsoever as Carrier, bailee or otherwise, in connection with the goods until the goods are loaded on the ocean vessel and the Carrier's liability shall finally cease on discharge of the goods from the vessel at the Port of discharge.

24. DANGEROUS OR HAZARDOUS GOODS

1. No Goods which are or may become dangerous, hazardous, inflammable or damaging (including radio-active materials), or which are or may

become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without its 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 liable or deemed liable to become of dangerous, inflammable, or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

2. The Merchant undertakes to provide the Carrier with all accurate and up to date detailed information related to the nature, dangerousness, and stowage, storage, and transportation of such Goods and that such Goods are packed stowed and stuffed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.

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.

4. Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

25. PERISHABLE AND REFRIGERATED GOODS

1. Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way.

2. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier in case of refrigerated Container(s) packed by or on behalf of the Merchant.

3. The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before the loading into the Container.

4. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down Goods which have not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Merchant's attention is also drawn to the fact that refrigerated.

5. The Carrier undertakes, before loading refrigerated cargo in any insulated space, to obtain a certificate from a competent surveyor that such insulated space and the refrigerating machinery have been surveyed under working conditions and found in good condition and fit for the conveyance of refrigerated cargoes; said certificate to be obtained either at the first or at a later port of the vessel's voyage, whether or not refrigerated cargo is loaded at that port.

6. It is hereby agreed that the existence of such certificate shall be deemed by all parties concerned conclusive evidence that the Carrier has exercised due diligence to make the said insulated space and refrigerating machinery fit and safe for the reception, carriage, and preservation of refrigerated cargoes on the vessel.

26. NOTIFICATION AND DELIVERY

1. Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier's liability nor relieve the Merchant of any obligation hereunder.

2. The Merchant shall take delivery of the Goods within the time provided for in the Carrier's Applicable Tariff (see Clause 2). If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and / or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

3. If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses, or liability so resulting shall be for its full account.

4. If the Merchant fails to take delivery of the Goods, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

5. The Merchant undertakes to mitigate any loss or damage in connection with the Goods and to exhaust all initiatives in this respect. In particular, the Merchant shall propose the Goods for salvage sale to specialized salvage sale companies and websites. If the Merchant fails to prove having undertaken the above actions, it shall lose all rights to claim damages from the Carrier in connection with the Goods.

6. In the event the Carrier agrees, at the request of the Merchant to amend the Place of Delivery stated herein, the Terms and Conditions of this Bill of Lading shall continue to apply, only to the extent provided by the Applicable Tariff, until the Goods are delivered by the Carrier to the Merchant at the amended 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 to the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage, or delay to the Goods, howsoever arising.

27. MERCHANT'S RESPONSIBILITY AND INDEMNIFICATION

1. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading and remain so liable through the transportation not with standing there having transferred this Bill of Lading and/ or title to the goods to another party.

2. The Merchant further warrants to the Carrier that the particulars relating to the goods as set out on the face of this Bill of Lading have been checked by Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are adequate accurate and correct.

3. The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacies of such particulars. The right of the Carrier to such indemnity shall in no way limit its responsibility and liability under this bill of lading to any person other than the Merchant.

4. The Merchant undertakes not to tender for transportation any goods which require refrigeration without giving written notice of their nature and the

required temperature setting of the thermostatic controls before receipt of the goods by the Carrier.

5. The Merchant agrees to indemnify and hold harmless the Carrier against all and any claims, loss, damage, fines, or expense arising or resulting from any breach of any warranty or other obligation of the Merchant under the terms of this Bill of Lading or applicable law (including but not limited to those the Carrier may incur or liability to any person which the Carrier may suffer due to personal injury or loss of or damage to any property). Such indemnity shall include, costs including attorney's fees, to defend any action brought by third parties or to prosecute any claim against the Merchant arising from the Merchant's obligation(s) under this Bill of Lading

6. Merchants must provide the Carrier with ACID number and 10 digits HS code concerning their shipment and would remain fully responsible towards the Carrier in this respect and for all consequences which may arise from the absence or inaccuracy of such information; as the carrier will be entitled to stop, divert, or suspend carriage at Merchant's costs and risk in case of the absence or inaccuracy of the above data is detected during transit.

7. Merchant's waiver the Carrier's liability for the verification of the ACID and HS code mentioned on this bill of lading / sea waybill and for all consequences arising from the absence or inaccuracy of such information. Carrier shall remain free to stop, divert or suspend carriage at Merchant's costs and risk in case absence or inaccuracy of the above data is detected during transit.

8. goods destined to any territorial which applied the ACI system, Merchants are required to comply with all the requirements of the implemented ACI system.

28. DESCRIPTION OF GOODS:

1. This bill of lading shall be prima facie evidence of the receipt by the Carrier in external apparent good order and condition except as otherwise noted of the total number of containers or the other package or units identified on the face.

2. The Carrier, its Agents and servants shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, weight, contents, measure, quantity, quality, condition, or value of the goods nor for mis-delivery due to marks or countermarks or numbers, nor for failure to notify the Consignee of the arrival of the Goods, any custom of the port to the contrary notwithstanding.

3. The Carrier shall not be responsible for quality, quantity, condition of packages or contents of containers nor for description of packages, same not having been examined.

4. Any reference to temperature or the term " apparent good order and condition " when used in this bill of lading with reference to goods which require refrigeration does not mean that the goods, when received were verified by the Carrier as being at the booked temperature and no reliance should be placed by the Merchant as to the accuracy of such temperature shown on the face of this Bill of Lading.

5. If in addition to the number particulars constitutes a presumption as no number as to weight loaded in such case the weight is always presumed to be unknown weight, also unknown if cargo has been received unweighted the carrier having no means to check merchant's weight declaration especially for bulk cargo, packages, and containerized cargo.

“Subject carrier sole option to adjust the fees and time plus or minus”

29. MERCHANT-STUFFED CONTAINERS AND GOODS REGULATIONS

If a Container has not been stuffed by or on behalf of the Carrier:

1. The Carrier shall not be liable for loss of or damage to the Goods caused by:

- a. the manner in which the Goods has been packed, stowed, stuffed or secured, or
- b. the unsuitability of the Goods for Carriage in the Container supplied, or
- c. the unsuitability, the defective condition of the Container or the incorrect setting - ventilation or any other refrigeration controls thereof - provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was stuffed, or
- d. Stuffing refrigerated Goods that are not at the correct temperature for Carriage, or
- e. condensation.

2. The Merchant is responsible for the packing and sealing of all Merchant-stuffed Containers and, if a Merchant-stuffed Container is delivered by the Carrier with its original seal as affixed by the Merchant intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

3. The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 30 (1), save that, if the loss, damage liability or expense was caused by a matter referred to in Clause 30 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

4. The provisions of Clause 30 (1) 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.

5. The Merchant shall comply with all rules, laws, regulations or requirements of customs, Ports and other authorities both ends, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient description, marking, numbering, or addressing of the goods, and indemnify the Carrier in respect thereof 5. If the Carrier is obliged to hand over the goods or any part thereof into the custody of any customs, port or other authority, such hand over shall constitute due delivery of the goods or any part thereof to the Merchant under this Bill of Lading.

30. RETURN OF CONTAINERS

1. For the purpose of this Clause, the Merchant shall mean the person who concludes the Contract with the Carrier, and the Merchant shall mean the person entitled to receive the goods from the Carrier

2. 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.

3. The Merchant shall be liable for any loss or, damage to, or delay, including demurrage, of such article, incurred during the period between handing over to the Merchant and return to the Carrier for carriage after the period of free time provided by the Carrier.

31. NOTICE OF LOSS / TIME BAR:

1. Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is 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 is not apparent, within three (3) consecutive days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

2. Notwithstanding the above, where COGSA, the Hague rules or Hague-Visby rules apply by incorporation or by force of law, in any event the Carrier and its Sub-Contractors shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss, or damage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.