TERMS AND CONDITIONS

1. DEFINITIONS

"Carriage" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.

"Carrier" means **Intercont Overseas FZE**, LB12023, Jebel Ali Freezone Dubai United Arab Emirates

"Container" includes any container (including an open top container), flat rack, platform, trailer, trans- portable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Bill" means either (A) bill of lading, if this document is issued as a bill of lading, or (B) sea waybill, if this document is issued as a sea waybill.

"Freight" includes the freight and all charges payable to the Carrier in accordance with the applicable Tariff and this Bill.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 with the express exclusion of Article 9.

"Hague–Visby Rules" means the provisions of The Hague Rules 1924 as Amended by the Protocol adopted at Brussels on 23 February 1968, and 21 December 1979 (SDR Protocol), where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Bill, and they shall apply only when compulsorily applicable by the law governing this Bill.

"Holder" means any Person from time being in possession of this Bill or to whom rights of suit and/or liability under this Bill have been transferred or vested.

"Inland Transport" means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of the Bill and anyone acting on behalf of such Person.

"Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

"Ocean Transport" arises if the Carriage is not Multimodal Transport.

"Person" includes an individual or any other legal entity.

"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.

"Subcontractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, and any independent contractor employed by the Carrier performing the Carriage or whose services or equip - ment have been used for the Carriage and any direct or indirect sub contractors, servants and agents thereof whether in direct contractual privity or not.

"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.

"Vessel" means any water borne craft used in the Carriage under this Bill which may be a feeder vessel or an ocean vessel.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

"Stuffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage charges. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill and the applicable Tariff, the Bill shall prevail.

3. CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Bill is concluded between the Carrier and the Merchant. Every person defined as Merchant is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities, and liabilities of the Merchant under or in connection with this Bill and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this Bill.

4. NEGOTIABILITY AND TITLE TO THE GOODS

4.1. This Bill shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

If this is a negotiable (To Order/of) bill of lading, one original Bill, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight) against the surrender of one original Bill.

If this is a sea waybill, the Carrier shall deliver the Goods (after payment of outstanding Freight) to the person that identifies itself as being the Merchant without any need to produce or surrender a copy of this sea waybill. Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a sea waybill it will not be a document of title to the Goods.

Upon written request of the Shipper prior to arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever applicable, the Carrier will use its best efforts to change the Sea Waybill into the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.

4.2. This Bill shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill, has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. SUBCONTRACTING

5.1 The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage.

5.2 It is hereby expressly agreed that:

(a) No Subcontractor, agent or servant 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 the Subcontractor, agent or servant's part while acting in the course of or in connection with the Goods or the Carriage of the Goods.

(b)

(i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Subcontractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

(ii) If any such claim or allegation should be made, the Merchant shall indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Art III rule 8 of the Hague Rules) and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction provision contained herein (clause 28) shall also be available and shall extend to every such Subcontractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

5.3 The provisions of clause 5.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

5.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

6.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Port of Loading to the Port of Discharge. Carrier's responsibility shall be subject to Articles 4 of the Hague Rules save as is stated otherwise herein.

6.2 The Carrier shall be responsible for the Goods as Carrier from the time when the Goods are received by the Carrier at the Port of Loading until the time of delivery thereof at the port of discharge to the Merchant or to the Authority as required by local laws or regulations, whichever occurs earlier. The Carrier shall have no liability whatsoever for any loss or damage to the Goods, however caused, if such loss or damage occurs before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

6.3 If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

7.1 Where the stage of Carriage where loss or damage occurred is not known.

(a) The Carrier shall be relieved of liability for any loss or damage where such loss or damage wascaused by:

(i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;

(ii) compliance with instructions of any Person entitled to give them;

(iii) insufficient or defective condition of packing or marks;

(iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;

(v) inherent vice of the Goods;

(vi) strike, lock out, stoppage or restraint of labor, from whatever cause, whether partial or general;

(vii) a nuclear incident;

(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) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 7.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause or event specified in clause 7.1(a)(iii), (iv) or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not; in fact, caused either wholly or partly by one or more of these causes or events.

7.2 Where the loss or damage occurred during Inland Transportation, the liability of the Carrier shall be determined:

(a) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package, or

(b) where no international convention, 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 legal tender per package, or

(c) 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 as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage occurred during the carriage as provided in the Carriage as provided at 6. above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package.

(d) If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Ocean section of carriage and the Carrier's liability shall be determined as provided at 6 above.

7.3. Delivery to Customs or Port Authorities – 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 such customs or port authorities shall be deemed to be lawful 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.

8. COMPENSATION AND LIABILITY PROVISIONS

8.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality.

8.2 Save as is provided in clause 7.2:

(a) if and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Bill, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable;

(b) if and to the extent The Hague Rules apply only contractually, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling per package or unit.

8.3 All particulars furnished by shipper carriers make no representation. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Bill may be claimed only when, with the consent of the Carrier, the Shipper declares and the Carrier states the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Declared Value" on the reverse of this Bill and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this Bill. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.4 The Merchant's description of the Goods stuffed in a sealed Container by the Merchant, or on its behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder.

It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed Container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

8.5 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this Bill, such particulars are included at the sole risk of the Merchant and for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill.

8.6 Nothing in this Bill shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

8.5. When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release, and indemnity immediately when requested by the Carrier.

8.6. The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

9. GENERAL

9.1 The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether such ports be in deviation or not. The Carrier may use any means of transport of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage.

9.2 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place or be delivered at any stage during the carriage at the Port of Discharge, the Place of Delivery at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.3 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

9.4 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this Bill nor to instruct or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims s, liabilities, losses, damages, costs, delays, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other Person by reason of the exercise of the liberties of the carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

9.5 These Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

10. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

11. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Bill) and whether the action be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

12. MERCHANT-PACKED CONTAINERS

If a Container has not been packed by the Carrier:

12.1 This Bill shall be a receipt only for such a Container;

12.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this exclusion:

(a) the manner in which the Container has been packed; or

(b) the unsuitability of the Goods for carriage in Containers; or

(c) the unsuitability or defective condition of the Container; or

(d) the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

12.3 The Merchant is responsible for the packing and sealing of all shipper packed Containers and, if a shipper packed Container is delivered by the Carrier with any original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

12.4 The Merchant shall inspect Containers before packing them and the use of Containers shall be prima facie evidence that they are sound and suitable for use.

13. PERISHABLE CARGO

13.1 Goods, including 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 that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialized attention without giving written notice of their nature and the required temperature and other setting of the thermostatic, ventilation or other special controls. 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.

13.2 If a carrying temperature is noted on the front of this Bill of Lading the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius from the noted temperature and the Carrier shall exercise due diligence to maintain such supply air temperature in the Container within plus 2 degrees Celsius while the Goods are in its possession. The Merchants obligation to set and/or check that the temperature controls on the container are at the required carrying temperature and to properly set the vents. The Carrier has the right but not the obligation to refuse to accept any Container tendered by Merchant for shipment where the Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.

13.3 The Merchant should note that refrigerated Containers are not designed

(a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor

(b) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

13.4 The term "apparent good order and condition" when used in this Bill with reference to goods which require refrigeration, ventilation or other specialized attention does not mean that the Goods, when received, were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.

13.5 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

14. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect the contents. If it appears at any time that the Goods 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 the Goods, the Carrier may, without notice to the Merchant but as his agent only, take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whereupon the Carrier in his absolute discretion considers most appropriate which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

15. DESCRIPTION OF GOODS

15.1 This Bill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Carrier's Receipt" on the reverse side hereof.

15.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

15.3 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Merchant on receipt of this Bill and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Merchant also warrants that the Goods are lawful goods, and contain no explosives, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

15.4 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this Bill.

16. MERCHANT'S RESPONSIBILITY

16.1 All of the Persons coming within the definition of Merchant in clause 1, including any principal of such Person, shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill.

16.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the warranties in this Bill and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

16.3 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, with out prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

16.4 If Containers supplied by or on behalf of the Carrier are unpacked by or for the Merchant, the Merchant is responsible for returning the empty Containers, with interiors clean, odor free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, damage and expense incurred as a result thereof.

16.5 Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage to such Containers, and all liability claims from third parties or costs or fines resulting from Merchant's use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

16.6 If any Container or any part thereof is not taken by the merchant at the time and place when and where the carrier is entitled to call upon the merchant to take delivery thereof the carrier shall be entitled without notice to remove from a container the goods or that part thereof is shifted in or on a container and to store the goods or that part thereof ashore or afloat, under cover or in the open at the sole risk and expense of the merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the carrier in respects of the goods of that part thereof shall cases.

16.7 If this Bill is accepted by a Merchant acting as a non-vessel-operating common carrier (NVOCC), who has in turn concluded other contracts of carriage with third parties, the NVOCC hereby warrants that the contracts concluded by him in respect of the Goods subject to this Bill shall incorporate the Terms and Conditions of this Bill. The NVOCC further warrants to indemnify the Carrier, its servants, agents and Subcontractors against all consequences of its failure to do so.

16.8. If, in connection with the delivery of the Goods, the Vessel, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), the Merchant undertakes to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property or to terminate such interference and to indemnify the Carrier against any liability, loss, damage or expense caused by such arrest or detention or threat of arrest or detention or such interference, whether or not they be justified.

17. FREIGHT EXPENSES AND FEES

17.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Goods or Container(s) and, if the Shipper's particulars are incorrect the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

17.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.

17.3 All sums payable to the Carrier are due on demand and shall be paid in full in US Dollars or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Tariff.

17.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight (incl. charges etc.) items in the Bill and any Carrier invoices, the latter shall prevail.

17.5 All Freight shall be paid without any set off, counter claim, deduction or stay of execution at latest before loading Goods on board the Vessel.

17.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

17.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such shipper or consignee or other Person when due, the Merchant shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 17.3.

17.8 If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or its authorized agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

18. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

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

19.2 Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant. The Carrier shall be entitled to note, make a notation on the Bill any statement of such on deck carriage. Save as provided in clause 19.3, such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average andshall be deemed to be within the definition of goods from one conveyance the Hague Rules shall be contract subject to such Rules

19.3 Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules shall not apply.

20. METHODS AND ROUTES OF CARRIAGE

20.1 The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for hereon;

(c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;

(d) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or more often;

(e) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or claiming to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

20.2 The liberties set out in clause 20.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or un - loading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or dry docking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 20.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

21. MATTERS AFFECTING PERFORMANCE

If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavors, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

(a) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this clause 21(a) then, notwithstanding the provisions of clause 20 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

(b) Suspend the Carriage of the Goods and store them ashore or afloat under these Terms and Conditions and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 21(b) then, notwithstanding the provisions of clause 20 hereof, he shall be entitled to charge such additional Freight and costs as the Carrier may determine; or

(c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 21(a) or to suspend the Carriage under clause 21(b) this shall not prejudice his right subsequently to abandon the Carriage.

22. DANGEROUS GOODS

22.1 No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering 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 obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, underlowed, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

22.2 The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.

22.3 The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the warranties in clause 22.2 including any steps taken by the Carrier pursuant to clause22.1 whether or not the Merchant was aware of the nature of such Goods.

22.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

23. NOTIFICATION, DISCHARGE AND DELIVERY

23.1 Any mention in this Bill of parties to be notified of the arrival of the Goods is solely for information of the Carrier, failure to give such notification shall not involve the Carrier in any liabilitynor relieve the Merchant of any obligation hereunder.

23.2 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in Containers and/or store the Goods ashore, afloat in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

23.3 If the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this Bill.

23.4 If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of any sums due to the Carrier by the Merchant.

23.5 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

24. BOTH TO BLAME COLLISION CLAUSE

The Both to Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request are hereby incorporated herein.

25. GENERAL AVERAGE AND SALVAGE

25.1 General average to be adjusted at any port or place at the Carrier's option and to be settled according to the York Antwerp Rules 1994, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel.

25.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and general average thereon, shall be duly furnished to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise anylien for general average contribution due to the Merchant.

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