

Bill of Lading & Sea Waybill Terms & Conditions.

1. DEFINITION

“Merchant” includes the shipper, consignee, receiver, the holder of this Bill of Lading, the owner of the cargo and any entitled to possession of the cargo.

2. GENERAL PARAMOUNT CLAUSE

(A) The Hague Rules contained in the International Convention of Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

Trades where Hague - Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by Protocol signed at Brussels on February 23th 1968 – The Hague-Visby Rules – apply compulsorily, the provisions of the respective legislation shall be considered incorporated in the Bill of Lading. The carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another carrier, and to deck cargo and live animals.

3. JURISDICTION

Any dispute arising under this Bill of Lading shall be decided in the country where the carrier has principal place of business, and the law of such country shall apply except as provided elsewhere herein.

4. PERIOD OF RESPONSIBILITY

The carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

5. THE SCOPE OF VOYAGE

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or place for any reasonable purpose connected with the service including maintenance of vessel and crew.

6. SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING

Whether expressly arranged beforehand or otherwise, the carrier without notice shall be at liberty to carry the goods to their port of destination by the said or other 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 tranship, land and store the goods either on shore or afloat and reshipe and forward the same carrier's expense but at Merchant's risk. 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 Forwarding Agent only.

The responsibility of the carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

Actions the carrier takes under this Article shall be deemed to be included within the contractual carriage and such actions, or consequences resulting therefrom, shall not be considered a deviation. Should the carrier be held liable in respect of such action, the carrier shall be entitled to the full benefit of all limitations of liability, rights, and immunities obtained in this Bill of Lading.

7. LOADING, DISCHARGING AND DELIVERY

Of the cargo shall be arranged by the carrier or his agent unless otherwise agreed. Landing, storing and delivery shall be for the Merchant's account.

Loading and discharging may commence without previous notice.

The Merchant or his 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 notwithstanding 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 notwithstanding any custom of the port. Otherwise the carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfilment of the contract, or alternatively to act under Clause 21.

The carrier is entitled to land and receive the goods or to appoint a person or a corporation for the landing and reception of the goods. Whether appointed by the carrier or not, anybody so acting is the Merchant's representative and the Merchant shall pay current charges whether delivery is taken overside or on quay.

The carrier is not responsible to notify, in writing or otherwise, the Merchant or others of the arrival, discharge, or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading that there is a notify party.

The Merchant shall bear 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 his reasonable proportion of unidentified loose cargo.

8. LIMITATION OF LIABILITY: DEFENCES

(A) Nothing in this Bill of Lading shall limit or deprive the carrier of any exemption from liability, limitation of liability, or statutory protection authorized by the applicable laws, statutes, or regulations of any country.

(B) The defences and limits of liability provided in or incorporated by this Bill of Lading, governing law and the relevant charter party shall apply in any action against the carrier, whether the action is founded in contract, in tort, or otherwise.

9. DESCRIPTION OF PARTICULARS OF GOODS

Any description on the face of this Bill of Lading of marks, quality, quantity, weight, measure, nature, value, or any other particulars of the goods is as furnished by the Merchant. The carrier shall not be responsible for the accuracy of any such description and is not bound thereby. The Merchant warrants to the carrier that the descriptions of particulars that he furnishes are correct and the Merchant shall indemnify the carrier against all loss, damage, expenses, liability, or penalties resulting from inaccuracy of any description of particulars.

10. DANGEROUS GOODS, CONTRABAND

(A) The carrier will carry goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the carrier's approval of a written application by the Merchant prior to the carriage of such goods. Such application must accurately state the name, nature, and classification of the goods, as well as how they are dangerous and the method of rendering them innocuous, together with full names and addresses of the shipper and the consignee.

(B) The Merchant shall distinctly and permanently mark the nature and damage of such goods on the outside of the package containing the goods.

(C) The Merchant shall submit all documents or certificates in connection with such goods required by any applicable statute or regulation, or by the carrier.

(D) Whenever it is discovered that the goods have been received by the carrier without compliance with subparts (A), (B) or (C) above, or the goods are found to be contraband or prohibited by any law or regulation, the carrier shall be entitled to have such goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of, at the carrier's discretion and without compensation to the Merchant, and the Merchant shall be liable for and shall indemnify the carrier against any loss, damage, or liability including loss of freight and any other expense directly or indirectly arising out of the custody or carriage of such goods.

(E) The carrier may exercise the rights conferred upon it under subpart (D) whenever goods received in compliance with subparts (A), (B), and (C) above have become dangerous, even if not dangerous when received by the carrier.

(F) The carrier shall not be liable for, and the Merchant shall indemnify, defend and hold the carrier harmless from, any death of or injuries to persons or loss of or damage to the vessel, cargo or other property which may arise from the dangerous nature of the goods.

11. LIVE ANIMALS, PLANTS AND DECK CARGO

Shall be carried subject to the Hague Rules as referred to in Clause 2 hereof with exception that notwithstanding anything contained in Clause 24 the carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants in the management of such animals, plants and deck cargo.

All risks of loss or damage from perils inherent in or incident to such carriage shall be borne by the Merchant.

Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in space shall be deemed to be stowed under deck for all purposes including general average.

Lumber, earth moving equipment, and all other goods customarily or reasonably carried on deck may at the carrier's option be carried on deck without notice to the Merchant and without liability of the carrier for the risks inherent in or incident to such carriage. When such goods are carried on deck the carrier shall not be required to mark any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.

12. OPTIONS

The port of discharge for optional cargo must be declared to the vessel's Agent 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 the carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

13. FREIGHT AND CHARGES

(A) Pre-payable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred 5 per cent shall run from the date when freight and charges are due.

(B) The carrier shall be entitled to receive and retain such freight and charges regardless whether the vessel or the goods be lost, or whether the carrier takes any of the liberties allowed in this Bill of Lading. Full freight shall be paid on damaged or unsound goods.

(C) The payment of freight and charges shall be made in full and in cash without offset or deductions.

(D) Goods received by the carrier cannot be taken away or disposed of by the Merchant except upon the carrier's consent and after payment of full freight, charges due and any extra expenses under this Bill of Lading.

(E) If the goods are not available when the vessel is ready to load, and unless the unavailability is caused by the failure of the carrier to perform its obligations under this Bill of Lading, deadfreight shall be paid by the Merchant.

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

(G) 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.

(H) 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.

(I) 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.

(J) The Merchant shall be responsible for any additional war risks premium arising from the vessel's call at the named discharge port herein which additional premium shall constitute a charge due hereunder against the goods pursuant to Clause 24.

(K) The Merchant shall be liable for carrier's attorney fees, expenses and costs to collect any freight or charges under Clause 24.

(L) Any party performing forwarding services with respect to the goods shall be considered to be the agent of the Merchant exclusively, and any payment of freight or charges to such party shall not be considered to be payment to the carrier.

14. NOTICE OF CLAIM AND TIME FOR SUIT AGAINST CARRIER

(A) Unless notice of loss of or damage to the goods and the general 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 3 days after delivery, the goods shall be deemed to have delivered as described on the face of this Bill of Lading

(B) The carrier shall be discharged from all liability in respect of the goods, including but not limited to liability for nondelivery, misdelivery, delay, loss, or damage, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on and jurisdiction obtained over the carrier within such time.

15. LIMITATION OF LIABILITY FOR LOSS OR DAMAGE

Insofar as loss of or damage to or in connection with the goods was caused during the part of the custody or carriage to which the Hague/Hague-Visby Rules apply, neither the carrier nor the vessel shall be liable for loss or damage in an amount exceeding the minimum allowable limit per package or unit in the applicable version of the Hague/Hague Visby Rules unless value (and nature) of the goods higher than this amount has been declared in writing by the Merchant before receipt of the goods by the carrier and inserted on the face of this Bill of Lading, and extra freight has been paid as required.

The declaration, if embodied in the bill of lading, shall be prima facie evidence, but shall not be conclusive on the carrier. If the actual value of the goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value. If the declared value or nature has been knowingly and fraudulently misstated, the carrier shall not be liable to pay any amount.

16. LIEN OF GOODS

(A) The carrier shall have a lien on the goods, which lien shall survive delivery, for all freight, dead freight, demurrage, damage for detention, general average contributions, stevedoring charges, storage, and any other sums (including costs and attorney fees for recovering the sums) chargeable to the Merchant under this Bill of Lading, the charter party described in the face of Bill of Lading and any other preliminary contract for custody or carriage of the goods. The carrier may foreclose the lien by selling the goods, without notice to the Merchant, privately or by public auction. If proceeds of the sale of the goods fail to cover the amount due and the costs and fees incurred, the carrier shall be entitled to recover the deficit from the Merchant.

(B) If the goods are unclaimed for a reasonable time, or whenever in the carrier's opinion the goods will deteriorate or depreciate, the carrier may at its discretion exercise its lien or sell, abandon, or otherwise dispose of such goods at the risk and expense of the Merchant.

17. DELAY

The carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the carrier's personal gross negligence.

18. GENERAL AVERAGE AND SALVAGE

General Average and Salvage to be adjusted at any port or place at carrier's option and to be settled according to the York-Antwerp Rules 1974 as amended 1990. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the carrier, salvage shall be paid for as if the salving vessel or vessels belonged to strangers.

The Merchant shall be personally liable in respect of contribution whether or not average bond or other security has been demanded. Such security including a cash deposit as the carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon, shall, if required, be submitted to the carrier prior to the delivery of the goods.

19. GENERAL AVERAGE- BELGIUM'S AND NETHERLAND'S COMMERCIAL CODE

The Merchant by accepting this Bill of Lading expressly waives and renounces Article 700 of the Netherlands Commercial Code and part II Article 148 of the Belgium Commercial code and agrees that damage to and expenses and sacrifices incurred by the vessel, even if caused by the inherent vice or unseaworthiness of the vessel, or by fault or neglect of Master or crew, shall be considered as matters of general average and shall be contributed to by Merchant accordingly.

20. BOTH-TO-BLAME COLLISION CLAUSE

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

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the carrier in the navigation or in the management of the vessel, the Merchant will indemnify the carrier against all loss or liability incurred directly or indirectly to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the owner of said cargo and set-off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact (standing or other accident).

21. LIBERTIES

(A) In any situation, whether or not existing or anticipated before commencement of the transport, which in the judgment of the carrier (including but not limited to the Master and any person charged with the transport or safekeeping of the goods) has given or is likely to give rise to danger, injury, loss, or delay to the vessel, any person, the goods, or any property, or has made or is likely to make it unsafe, impracticable, unlawful, or against the interest of the carrier or the Merchant to commence the transport, to continue the transport, to discharge the goods at the port of discharge, or to deliver the goods at the place of delivery, the carrier shall be entitled:

(1) to dispose of the goods in such manner as the carrier may consider advisable, at the risk and expense of the Merchant, and (2) before the goods are loaded onto the vessel or other means of transport, to cancel the contract of carriage without compensation and to require the Merchant to take custody of the goods and, upon his failure to do so, to store the goods at a place selected by the carrier, at the risk and expense of the Merchant, and (3) if the goods are at a place awaiting transshipment, to terminate the transport there and to store the goods at a place selected by the carrier at the risk and expense of the Merchant, and (4) if the goods are on the vessel or other means of transport, to discharge the goods or any part of them at a port or place selected by the carrier, or to carry them back to the port of loading or place of receipt and there discharge them, at the risk and expense of the Merchant. After any action taken according to this subpart (A), the carrier shall be free from any responsibility for further custody or carriage of the goods.

(B) If after any action taken according to subpart (A) above the carrier makes arrangements to store, transship, or forward the goods, it shall do so only as agent for and at the risk and expense of the Merchant, without any liability in respect of such agency. The Merchant shall reimburse the carrier forthwith upon demand for all extra freight, charges, and expenses incurred for any actions taken according to subpart (A), including delay or expense to the vessel, and the carrier shall have a lien upon the goods to that extent.

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war, hostilities, riots, civil commotions, or other disturbances; closure of, obstacle in, or danger to any port or seaway; blockage, prohibition, or restriction on commerce or trading; quarantine, sanitary, or other similar regulations or restrictions; strikes, lockouts, or other labour troubles, whether partial or general and whether or not involving employees of the carrier; congestion of port, sea terminal, or similar place; shortage, absence, or obstacles of labour or facilities for loading, discharge, delivery, or other handling of the goods; epidemics or diseases; bad weather, shallow water, ice, landslip, or other obstacles to navigation or carriage.

(D) The vessel shall have liberty to call at any port or place, whether in or out of the direct advertised, or customary route, once or more often and in any order, and to omit calling at any port or place, whether scheduled or not.

(E) The vessel shall have liberty, either with or without the goods on board and either before or after proceeding toward the port of discharge, to adjust compasses and other navigational instruments, make trial trips or tests, drydock whether laden or not, go to repair yards, shift berths, take on fuel or stores at any port, embark or disembark any person, carry explosives, munitions, and hazardous cargo, sail without pilots, tow or be towed and save or attempt to save life or property.

(F) The carrier, in addition to all other liberties provided for in Article 21, shall have liberty to comply with orders, directions, regulations, or suggestions as to navigation or the carriage or handling of the goods or the vessel, given by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the vessel the right to give such order, direction, regulation, or suggestion.

(G) Actions the carrier takes under Article 21 shall be deemed to be included within the contractual carriage and such actions, or consequences resulting there from, shall not be considered a deviation. Should the carrier be held liable in respect of such action, the carrier shall be entitled to the full benefit of all limitations of liability, rights, and immunities contained in this Bill of Lading.

22. IDENTITY OF CARRIER

The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said shipowner 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. If, despite the foregoing, it is adjudged that any other is the carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

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, not as carrier not bailee of the goods.

23. EXEMPTIONS AND IMMUNITIES TO ALL SERVANTS AND AGENTS OF THE CARRIER

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 and, 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, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid and for the purpose of all foregoing provisions of the clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and 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 be deemed to be parties to the contract evidenced by this Bill of Lading.

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 agent of the carrier for any such loss, damage or delay or otherwise.

24. OPTIONAL STOWAGE, UNITIZATION

(A) Goods may be stowed by the carrier as received, or, at carrier's option by any means of transport used to consolidate goods.

(B) 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.

(C) The carrier's liability for cargo stowed as aforesaid shall be governed by the Hague rules as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to general average and shall receive compensation in general average.

The ship-owners shall be allowed a time of 6 months from the date of arrival of the vessel in order to search for the whereabouts of any pcks, missing, if found and delivered then consignees have no right to claim same.

25. SUPERSEDING CLAUSE

All agreement or freight engagements for the shipment of the goods are superseded by this Bill of Lading.

26. SEVERABILITY OF TERMS

The terms of this Bill of Lading are severable and if any part is declared invalid or unenforceable, the validity or unenforceability of any other part or term shall not be affected.

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