GENERAL DEFINITIONS •Carrier" shall include the party on whose behalfthis Bill of Lading has been issued, the Vessel, her owner(s), operatoi(s), demise, time,slot and space charterers or any person or entity to the extend bound by this Bill ofLading. •Merchant” includesthebooking party,consignor,exporter,shipper, importer.Holder ofthis BillofLading, consignee, owner, receiver ofIhe Goods, anyperson owning or entitled to the possession oftheGoods orthis Bill ofLading, any person having a present orfuture interest in the goods and anyone acting on behalfofany such person. • Holder\* means anyperson forthe time being in possession ofthisBill ofLading towhom theproperty in thegoods has passed on or by reason ofthe consignment oftheGoods or the endorsement ofthis Bill ofLadingor otherwise. «Vessel" includes any substituted vessel and any vessel to which transshipmentmaybe made or employed in the performance ofthiscontract. • Goods\* means the cargo received from the Shipper and includes any container not supplied by or on behalfofthe Carrier. •Container\* includes any container (including an open top container) flat rack, platform, trailer, transportable lank, pallet, cradle, shelfor anyother device used for the transportation ofGoods. • Port to Port Shipment" arises where the carriage called for by this Bill ofLading Is not Combined Transport. • Combined Transport Shipment\* arises when the place ofreceipt and/or the place ofdelivery are indicated on the face hereofin the relevantspace(s). The terms FCL and 1.CL mutt be interpreted as hereunder: FCL/FCL appliesIo a containerpacked underthe shippersresponsibility andunpackedunderthe consignee’sresponsibility, even when such operation are physically effected on theirbehalfby theCarrier or his agents-; LCL/LCL appliesto a container packed and unpacked undertheCarriers’ responsibility; FCL/LCL appliestoacontainer packed under the shipper’sresponsibility, evenwhen thisoperation is physically effected on his behalfbytheCarrier or his agents, and unpacked under theCarrier's responsibility; LCL/FCL appliestoa container packed under the Carrier'sresponsibility,andunpacked under the consigneesresponsibility, even when this operation is physically effected on his behalfbythe Carrier or his agents, VGM meansverified gross mass asstatestheSOLASContainer Weight Verification request also the IMO Guidelines, Section 6. Demurrage and Detention DEFINITIONS “Demurrage": the charge, related to the useofthe equipment only, the Merchant paysfor carrier's equipmentkept beyond the free time offered by theCarrierfor takingdelivery ofgoodsin the port, terminal ordepot. “Detention": the charge the Merchant pays for delliningCartiers equipment outside the port, terminal or depot, beyond the free time. “Merged Demurrage & Detention" (merged D&D): is the charge related to the use ofequipment only, the .Merchant pays for canter's equipment kept beyond the free time offered by the Carrier, when Demurrage and Detention is merged into one single period. “Free time": the periodoftime offeredby theCarrierto the Merchant freeofcharge, coveringboth demurrage period and detention period, beyondwhich additional chargessuch as, but notlimited to demurrage and detention charges, will be due to theCarrier. “Storage Costs”: those costs related but not limited to quay rent, charged to both Carrier's equipment and shipper's equipmentfor containersstaying on ground. “Reefer Services”: services such as Powersupplyand Monitoring. Demurrage and Detention and D&D Merged do not include storage costs and reefer services which are charges! to the Merchantseparatelyunlessduly indicated in the published general tariffofthe country. Ifnot otherwise indicated the following rulesofcalculations are applied: Merged Demurrage & Detention Time (merged D&D): For import cargo, the merged D&D time isthe duration elapsed asfrom “discharge” ofthe vessel ofthe full container till “return” ofthe emptyequipment to the assigned terminal or depot. Forexport cargo, the merged D&D lime istheduration elapsed asfrom "pickup”ofthe emptyequipment tillfullcontainer “loaded" on board vessel. Each dayor part thereofis due in full. Duration are expressed either in calendar days. The first chargeable day isthe first day following the list day offree time. CLAUSE PARAMOUNT Thecontract evidenced bythisBillofLading is, in respect ofso much ofthe carriage herebycovered and extendsfrom the lime when the goods are loaded on to thevessel at the port ofloading until they are discharged therefrom (being the period of carriage covered by the rules hereinafter mentioned) to have effect: (a) Where ihe port ofloading, or failing theport offoldingtheportofdischarge, isin aIfrrilorywherelegislation giving compuhory effecttothe Hague Rules contained inthe InternationalConvention concerningBills ofLadingof2.5th August 1921 asamended in Brussels 1968 (the Hague and VisbyRules) isin force subject Io such legislation; and (b)In anyother case, asifthe said Hague Rules conferredby the said legislationand rulesasifthe same were herein specifically setout. Nothing herein contained shall be deemed tobe a surrender by theCarrier ofanyofhis privileges,rightsor immunitiesor an increase ofany of hisresponsibilities orliabilities underthe said legislation or rulesifand to the extent that anyprovision ofihis Bill of Ladingisrepugnant Io orinconsistentwhit the said legislation orrules,this BillofLadingshall,inrespectofthe period ofcarriage covered by the said legislationorrules, have effect asifthat provision had never been inserted herein, and that prevision shall be void but onlyIo the extent ofsuch repugnancyorinconsistency arid no further. I. SUB-CONTRACTING (1) The Carrier shallbe entitled to sub-conIracl on anytermsihewholeor any part ofthe carriage,loading, un-loading, storing,warehousing,handlingand anyand all duties whatsoever undertaken by the Carrierin relation to the Goods. (2) Every such servant, agent and sub-contractoroftheCarrierincluding,but not limited Io,theowner, charterer,operator, master,officer andcrewofthevessel, andemployees, agents,representatives, andallstevedores, terminaloperators,watchmen, carpenlers,Iaihets,ship cleaners,surveytars andotherindependent contractorsof anynalurewhatsoever,shall have the benefit ofall provisionsherein for the benefit ofthe Carrier as ifsuch provisions were expressly fortheir benefiL In entering into this contract, theCartier, to the extent ofthose provisions, doesso not only in its own behalfbut also as agent and trustee forsuch servants, agents and sub-contractors. (3) The expression sub-contradorin this clause shall include direct and indirectsub-contractors and iheir respective servants and agents. I). CARR]ER’S RE.SPONS)01 LIT Y - PORTTO PORT SHII'MENT (I) Where the carriagecalled forbythis Bill ofLading is a Port to PortShipment then,whateverthe custom oftheport and the freight tariff applicable, theCarrier is deemed to take possession ofihe Goods on loading on the vessel and Io deliversameondischarge from ihevessel and theCarrier shall not beliable forloss or damage totheGoodsduring the period beforeloadingonor after discharge from thevessel,howsoever suchlossor damage arises andeven ifanoriginal ofthe Bill ofLadingis not presented or accomplishes! bythe Merchant or his agent ondischarge fromthe vessel. (2) Loading shall be deemed Io have commenced when the Goods are connected with the tackle alongside the vessel, and discharge shall be deemed lo have been completed when the Goods are disconnected from the tackle. (3) Fortheoperation ofhandling,stowage, loading or unloadingcarried outbefore loadingot after discharge from the vessel, the stevedore or/and theShip Agent aredeemed to acton behalfoftheMerchant even iftheywerechosen bythe Carrier,in particular,when these operations are performedby a publicor semlptiblicor monopolistic organism. (4) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom andpractice, oranycourt ortribunal decision extendstheCarrier’s periodofresponsibility whetherincontract, tort, bailment or otherwise to all or any part ofthe period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit ofevery right, defence, immunity, limitation and liberty provided for in the Hague Rulesduringsuchadditionalperiodofre.sponsibi.lity, notwithstanding Ihat the loss, damageor misdelivery did not occur during the carriage by sea. III. CARR1ER’S RESPONSIB1LITY’ - COMBINED TRANSPORT (J)Where the carriagecalled forby Ihis BillofLading is a CombinedTransportShipment, ihen theCarrierundertakes responsibility from ihe place ofreceipt if named herein or from the port ofloading lo ihe port of discharge ot the place ofdelivery ifnamed herein. (2) TheCarrier shallbe liable for loss or damage occurring during carriage, provided (hat when receipt and custody operations before loading, or custody and deliveryoperations afterdischarge are carriedout by a publicorsemipublic or monopolistic organism, then theCarrier's responsibility will be governed like in clause 4 -Port lo Port Shipment-, and in such casetheCarrier Will act asforwarding agent only as concerns pre carriage and/orcarriage. (3) Exclusions: The Carrier shall not be liable for any loss or damage ifsuch loss or damage was caused by; a) An act or omission ofthe Merchant. b) Insufficiencyofot defective condition ofpacking or marking by or on behalfofthe Merchant, c) Handling, loading, stowage or unloadingofthe Goodsl>y ot on behalfofthe Merchant, d) Inherent vice ofthe Goods. e) Strike, lock-out,stoppage or restraint oflabor, f) Anuc.learincide.nl, g) anycause or event which the Carrier could not avoid and the consequences ofwhich he could not prevent by the exetc Ise ufieasuuable Jiligeiice. (4) Theburden ofthe proofthat the lossor damagewasdue loone or more ofthe above causesor event shall rest upon theCarrier. When theCarrier establishes that, in thecircumstances ofthe case, ihe loss or damage could be attributed loone or more ofihecausesor eventsspecified in (b)to (d) above, itshall l>e presumedthat is was socaused. The Merchant shall, however, be entitled to prove that the loss or damagewas nol, in fact, caused eilher wholly or partly by one ormore ofthese causes orevents.. (5) As agreed in theIermsonthe reversehereof.the non•marilimepartofthecarriage shallbegoverned either by the provisions containedinanyInternationalConvention or National Lawcompulsorily applicable to themeansoftransport utilizes! or,when such testsare not compulsorily applicable,by iheSpanish Lav\*' applicableto Ihemeansoftransport utilized. However, ifit can be proved ihat ihe loss or damage occurredwhile the Goods were in custodyofan inland carrier, the liability oftheCarrierand ihe amountofcompensation shall bedeterminedin accordance with the inlandcarrier's contract ofcatriage or lariff, ifsuch contractor tariffis applicable. IV. SUNDRY’ LIABILITY PROY'ISIONS (Applicable to both Port lo Port Shipment andCombined Transport). (1) Delay TheCarrier doesnotundertakethat theGoodsshall arrive atthe PortofDischargeofPlaceor Delivery at anyparticular time orto meet any particularmarket or use and Save as provided in clause V above the Carrier shall in no circumstancesbe liable for direct, indirect or consequential loss or damagecaused by any delay. Where underthe provisions ofclause above,the Carrierisliable for delay, liability shall be limited to the element ofthe freight applicable to ihe relevantstage ofTransport and ihat part ofthe Goods which have been delayed. (2) Supply ofcontainers The terms ofthis Bill ofLading shall govern the responsibilityofthe Carrier in connection with or arising out ofihe supplyofaContainer to the Merchant,whethersupplied before or after the Goods are received by the Carrierfor carriage or delivered to Ihe Merchant. The Merchant at destination shall have to return ihe Container duly cleaned in good state and condition, as deemed delivered to the shipper before the commencemenl ofthe Carriage, vsithin ihe time allowed, by the Carrier, failing which the persons failing within the definition ofMerchant in clause 1 shall be jointly and severally liable vis-a-vis the Carrier to pay any costs ofcleaning and/or repair as well as demurrage; any such personsshall be likewise liable lo pay Ihe replacement value ofany Container nolreturned within thirtydays of itsremittance to the shipper/consignee and des':med lost as a result thereof. (3) Y'alue For the purposeofdetermining theextent ofiheCarrier'sliability forlossofor damage lo theGoods, the sound value ofthe Good is agreed to be the invoice value plusfreight and insurance ifpaid. (4) Ad Y'alorem Higher compensalion than ihat provided by Clause Y'l (6) whichever maybe applicable, may be claimed only when, wilh the consent oftheCarrier, the value ofihe Goods declared by ihe shipper,which exceedsthe limitslaid down in ihis clause, has been stated in this Bill ofLading and extra freight actually paid ifrequired. In that case the amount of ihe declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basissuch declared value. (5) Nolice oflossordamage The Carrier shall bedeemed primsfade to have delivered the Goods as described in this Bill ofLadingunless notice ofloss ofordamageto theGoodsindicatingthe special natureofsuch loss ot damage shall havebeen given Inwilling totheCarrier orlo hisrepresentativeatthe Port ofDischarge (or Place ofDeliveryifsame is named on Ihe face hereof) beforeor al the lime ofremoval ofthe Goodsinto thecustodyofthe person entitled lo deliverythereofunder this Bill ofLading, or, ifthe loss or damage is not apparent,within threeworkingdaysthereafter. Ifa Place ofDelivery has been named on the face hereof, any such notice shall have also to be s-enl to the last inland carrierbefore or at the limeofremoval, orwithin three working daysthereafter ifthe loss or damage is nol apparent, and in any case a confirmation ofsuch notice shallhave to be made to such inland Carrier by registered letter within three working daysofthe lime ofdelivery, falling which no responsibility shall attach to iheCarrier. Subject lo the above provisions ofthissub-clause Y'l (5), no loss ofor damage to the Goodsshall be opposable to the Carrier unlessthe latter or his representative have t«en called for ajoint examination before the opening ofIhe container In case ofapparent damages or in case ofnon-apparenl damages assoon as such loss or damage have been revealed upon openingoftheContainer, the unstuffingoperations being then immediately stopped.. Loss or damage are deemed to be apparent when the Container is delivered without any seal or without the original seal affixed when the Carrier had taken possession ofihe Conlalner. When the Carrier or his representative have been so called for a joint examination or survey and is not effectively present, the examination orsurvey reportshall not be opposable lo the Carrier unlessthe surveyor was appointed by the local competentCourt. (6) Limitation ofliability The Carrier shall be entitledto the same tights oflimitation as are or would be availableunder the International Convenlion. ihe National Lawor under Ihe provisions ofthe inland carrier's contract ofcarriage ortariff, applicable lo Ihe maritime or non-maritime part ofihe carriage by virtue ofthe clause Law and Jurisdiction on the face hereofor by virtue ofihe clause V above. When theprovisions ofthe International Convention, NationalLaw, ifcompulsorily applicable, or ofthe inland carriers contract ofcarriageortariffapplicabledo notdeterminean amount ofcompensalion. the Cartier'sliability shall inno event exceed 100 Sterlinglawful money ofthe U.K. pet package or unit. In Ihe event oflossor damage occurring at sea incircumstancesinwhich the owner/operalor ofthe Vessel is entitled lo limit hi.s liability byestablishing a limitation fund undet the International Convenlion re!alingto the Limitation of Liabilityfor MaritimeClaimssigned at London on 19th November 1976 or under anyequivalent applicable convention or national legislation,then the liabilityoftheCartiershallbelimited lo iheproportion ofsaid limitalion fund allocated to the Goods covered by this Bill ofLading. (7) Scope ofApplication Save as otherwise provided herein the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage. 'Ihe defences and limits ofliability provided for in this Bill of lading shall apply in any action against theCarrierforlossor damageor delaywhethertheactionl>e founded inContract orin Tort. (8) Inspection ofGoods TheCarrier, or anyperson to whom theCarrier hassub-contracted the carriageor anyperson authorized bytheCarrier, shall beentitled, but under noobligation, toopen any package orContainer atany time and to inspectthe contents. Ifit thereupon appears that the contents or any part thereofcannot safely or properly be carried or carried further, either al all or without incurring any additional expense or taking any measures in relation lo such pac.kj.ge or Containeror its contents ofanypart thereof, theCarrier may without notice to Ihe Merchant abandon Ihe transportation thereofand/ot take any measures and/orincur anyreasonable additional expense tocarryor to continue thecarriage orto store the same ashore or afloat under cover or in the open, at any place, which abandonment orstorage shall be deemed to constitute due delivery under this Bill ofLading. The Merchant shall indemnify theCarrier against any reasonable additional expense so incurred. The Carrin in exercising the liberties contained in this clause shall nol be under any obligation to take anyparticular measures and theCarrier shall not be liable for any loss, damage or delay howsoever arising from any action orlack ofaction underthis clause. Ifby order ofanyauthority al anyplace, the Goods have to be unpacked from theContainersto be inspected, theCarrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled lo recover the costs ofunpacking, inspection andrepacking fromthe Merchant.. Ifit appearsihat(he Goods have lost their value, then the Carrier shall be entitles!, with ihe agreement ofthe Merchant, to destroy such Goods, and all expenses and costs incurred therefrom shall be paidby ihe Merchant. (9) Time bar Where the carriage called for bythis BillofLading Is aCombinedTransport Shipment am! when the provisions ofthe International Convention or ofihe National Law, applicable to the non-maritime part ofthe carriage by virtue ofihe clause Law and Jurisdiction on the face hereof, do not determine a time bar, the Carrier shall be discharged ofall liability unless suit isbrought and notice ihereof given to theCarrier within nine months after deliveryofthe Goods or the dale when the Goodsshould have been delivered. V. SHIPPER-PACKED CONTAINERS (1) Ifa container has been stuffed byor on Lie-halfofthe shipper, this Bill ofLading shall be a receipt only fortheContainerfs) and the Carrier shall not be liable for loss ofdamage lo the contents and the Merchant shall indemnify the Carrier against anyinjury, loss,damage, liaMilyor expense IncurredbytheCarrierifsuch injury,loss,damage,liability or expense has been caused by: a) ihe manner in which the Container has been packed,stuffed orloaded, or b) ihe unsuilabilityofihe Goodsfot carriage inthe Container(s)supplied, or c) Ihe unsuitability or defective condition ofthe Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time iheContainer wasfilled, packed, sluffed orloaded. The shippershall inspectConlainer(s)before stuffingthemand iheuseoftheContainers)shall beprima fadeevidence oftheirBeing sound and suitable for use. (2) TheCarrier has no responsibility whatsoever for the unsuilability, defective condilion or for the functioning of Containers) not owned norleased by IheCarrier. (3) TheContainer and the Goodsshall be deemed to constitute one package only forthe purpose ofdetermining the limit oftheCarrier'sliability. (4) Ifa shipper-packed Container is delivered bythe Cartier wilh itsoriginal seal as affixed by the shipperinlactsuch delivery shall constitute full and complete performanceofthe Carrier’s obligations hereunder and ihe Carrier shall not be liable for any shortage ofGoods ascertained al delivery. Y'l. DE.5CR1PTION OF GOODS (1) This Bill ofLading shall be prima fade evidence ofthe receipt bythe Carrier in apparent good order and condilion, except asotherwise noted,ofthe total numberofContainersonly,ifpackedbyIlieShipper oronhisbehalf,orifotherwi.se, ihe total number ofpackagesor other unitsspecified on the reverse sidehereof. (2) Norepresentation is madebytheCarrier aslo weight, contents,measure, quantity, quality, description, condilion, marks, numbers or value ofGoods and the Carrier shall be under no responsibility whatsoever in respect ofsuch description or particulars. (3) Any statement herein that iron or sled goods ofany description have been shipped in apparent good order and condition does not involve anyadmission from theCarrier asto the absence ofrust, for which theCarrier accepts no responsibility. Vil, MERCHANT'S RESPONSIBILITY (1) The Merchant warrantslotheCarrierthattheparticulars relating totheGoodsassetout overleaf havebeenchecked by the Shipper on receipt ofthis Bill ofLading and that such particulars and any other particularsfurnished by or on behalfofthe Shipper are correct. (2) The Merchant shall indemnify ihe carrier against all loss, damage, fines and expenses arisingorresulting frominaccuracies in or inadequacy ofsuch particularsor from any other causesin connection wilh the Goods. (3) The Merchant shallcomplywithall regulations orrequirementsofcustom,port or anyotherofficial bodyand shall bear and pay all duties, taxes, fines, imposts, expenses orlosses(including., without prejudice lo ihe generality ofthe foregoing,expenses and losses arisingfrom inability for thevessel lohave aberth, anddelay in thevoyage, and full relutn freight for Ihe Goods, ifreturned, or if on - carried the full freighl from the port of discharge or the place of delivery to ihe amended port ofdischarge or place ofdelivery- incurred orsuffered by reason of any failure to So comply, orby reasonofanylackofdocumentsor ofanymisdedaration oromission by ihe Merchantsuch asincorrect weight, or any illegal, incorrect orInsufficient marking, numbering or addressing ofthe Goods on the Bill ofLading and shall consequently indemnify the Carrier. VIII. FREIGHT AND CHARGES (1) Freight whether prepayable or to be collected shall be deemed fully earned on receipt ofthe Goods by iheCarrier and shallbe paid and non-returnable in any event. (2) TheCarrier shall have the right lo demand payment offreight and charges whether payable at the time ofreceipt ofthe Goods or before delivery ofthe Goods eilher in Ihe tariffcurrency or, at ils option, in any olher transferable currency at the rate ofexchange provided forin the applicable tariff. (3) The freight has been calculated on the basts ofparticularsfurnished by or on behalfofthe shipper. The Carrier may at anytime open any Coniairier or olher package or unit in order to reweigh, remeasure or tevalue thecontents; ansi ifthe particularsfurnished by ot on behalfofIhe shipper are incorrect, it is agreed that a sum equal to double the correct freight lessIhe freight charged shall be payable asliquidated damagesto (heCartier, and in addition the Merchant shall reimburse the Carrier for all further payments, disadvantages and consequences tesulling therefrom. (-1) The Merchant shall be liable toCarrier forthe payment ofal) freight, demurrage /detention,General Average and other charges due hereunder,wilhout discount,together with anyCourt Costs, expenses and reasonable attorney fees incurred in collecting any sums due Carrier. Payment ofocean freight and charges to a freighl forwarder, broker or anyone Olherthan theCarrier or its authorized agent,shall nol be deemed payment to the Carrier and shall be made at the payer’s sole risk. Merchant to remain liable for all charges hereunder notwithstanding any extension ofcredit to the freight forwarder or broker by Carrier. (5) Particular attention is drawn to the Terms andConditions therein relating lo Container and vehicle demurrage/ detention. Copses ofthe relevantprovisionsofihe Applicable Tariffare obtainable from iheCarrier orits agents upon request or on Carrier's website . In ihe case ofinconsistency between this Bill ofLading and ihe ApplicableTariff, this Bill ofLading shall prevail. www.marguis.a.com (6) The personsfallingwithin ihe definition ofMerchant in Clause 1 shall bejointlyand severally liable forthe payment ofany amount due underthis Clause X. IX. LIEN The Carrier shall have a lien on ihe Goods and any documents relating thereto for all sums payable lo the Carrier undet Ihis contractor any other contract and for general average conlrrbulions to whomsoever due and for the cost ofrecovering the same, and for that purpose shall have the righl tia sell the Goods by public auction or private treaty without notice to the Merchant. X. OPT1ONALSTOYYAGE, DECK CARGO AND LIY'E AN1MAIS (1) TheCarrier hasihe righl toacceptcargo ofall kindsdangerousor otherwiseforcarriageon or under deck, including explosives, munitions, warlike materials ot nuclear material. Ifin connection with any port regulation dangerous or objectionable cargo issubmilled to any extra handling en route orfinal destinalion, all expensesthereoflo be for account ofsuch Goods. (2) TheCarrier Is at iil>erty lostow theGoodsin poop, deckhouses,shelterdeck,spare-bunkers, tonnage- opening,or anycovered-in space and Goodsso stowed shall bedeemed for allpurposeslobe stowed under deck,also lo carrythe Gixids below deck and/or on deck In connecting ships and/orlighters and/or anycraft whatsoever. (3) The Goods maybe packed by theCarrierin Containers and consolidated with olher goodsinContainers. (4) Goodswhetherslowed incontainers or not, maybe carriedon deckor under deckwithout notice to iheMerchant unless on ihe reverse side hereofil isspecifically stipulated that the Container(s) or Goods willtiecarried under deck Ifcarried on deck,theCarriershall not be required to note, markorstamp on ihe Bill ofLading anystatement ofsuch on deck carriage. Such goods whether carries! on deck or under deck and whether ot not slated to be carried on deck shall participate in general averageand shall bedeemed to bewithin the definilion ofgoodsforihe purposeof"The internalional Convenlion for the unification ofcertain rulesrelating to Bill ofLading dated Brussels, ihe 2.5lh August 1924 amend- ed or not' or for the purposes of »lhe USCarriage ofGoodsbySea Act 1936 (COGSA) \*, whichever is applicable. (5) Goods on deck, staled hereinlo be so carried andlive animals are received, handled, loaded, stowed, carried, kepi and discharged at Merchants risk and the Carrier shall not be liable forlossihereof, damage or delay whichever and howsoever occurring even though resulting from unseaworthinessofthe vessel orfromihe negligence ofthe Carrier, ilsservants or agents or in case ofdeviation ofthe vessel. X1. MEH!0DS AND ROUTEOF TRANSPORTATION (1) The Carrier mayal any time without notice to the Merchant: a) use any means oftransport or storage whatsoever,transferthe Goodsfrom one conveyance to another including bul not limited to transshipping or carrying the same on anothervessel than that named on Ihe face hereofor by anyolher means oftransport whatsoever, b) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise, c) proceed by any route in his discretion (whether or not thenearest or most direct or customaryoradvertised route) at any speed and proceed to orstay at any place or port whatsoever once ormore often and in anyorder, d) load or unload the Goads at any place or port (whether or not any such port is named overleaf as the port the loading or port ofdischarge) and siore the Goods al anysuch place or port, e) complywith any orders orrecommendations given byanygovernment or authorilyor anyperson or bodyacting or purporting to act as or on liehalfofsuch government or authorilyor having under the terms ofthe Insurance on the conveyance employed bythe Carrierthe right to give orders ordirections, f) permit the vessel to proceed with ot wilhoul pilots. (2) The liberties set out in sub-clau.se (1) may be invoked by IheCarrierfor any purpose whatsoever whether or not connected with the carriage ofGoods including bunkering, undergoing repairs, towing or being towed, adjusting instruments, drydocking and assisting vessels in allsituaIions. Anything done In accordance with sub-clause (1) or any delay arising therefrom shall be deemed lo be within the contractual carriage and shall not be a deviation. XII. MATTERS AFFECTING PERFORMANCE (1) Ifal anytime the performance ofthe contract evidenced bythis Bill of Lading is or islikely to be affected by any hindrance, risk, delay, difficully or disadvantage ofwhatsoever kind which Cannot be avoided by ihe exercise ofreasonable endeavors, the Carrier (whether or not ihe transport is commenced) may, without notice lo the Merchanl, Ireat the performance ofthis contract as terminated and abandon ihe carriage ofthe Goods and place the Goods or any part ofthem at the Merchant’s disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility oftheCarrier in respect ofsuch Goodsshall cease. (2) Tbe Carriershall neverthelessbe entitled to full freight andcharges on Goodsreceived fortransportatfan, and the Merchant shall pay anyadditional costs ofcarriage to and delivery and storage at such place or port. (3) TheCarrierundertakesto use all reasonableendeavorstoforwardGoods,thecarriageofwhich hasbeensuspended, assoon as possible afterthe cause ofhindrance, risk delay,difficultyor disadvantage has been removed butmakes no representaIions asto the maximum period between such removal and the forwardingofthe Goodsto Ihe port ofdischarge or place ofdelivery named in this Bill ofLading. (4) In such case, transportation lo final destination shall be considered as a newcontract ofcarriage and iheCarrier shall be entitled to full freight and charges on Goods. XII1. PERISHABLECARGO (I) By tendering Goods of a perishable nature fot carriagewithout any written request noted on Ihe reverse side of this Bill of Lading for carriage in a specialized Coniairier or within a specific temperature range, or subject to any special care,orfor carriage otherwise than in a Containerthe merchant accepts that thecarriage may properly be undertaken in a general purposeContainer wilhout any special aItention. (2) Ln case ofrefrigerated Containers) packed by or on behalfofthe Merchant, the Merchant undertakes that the Goodshave been properly stowed in the Container(s) and that the thermostatic controls have been adequately set by him before receiptofthe Goods by the Carrier. (3) The Merchant's attention is drawn to the fact that the refrigerated Container(s) are nol designed to freeze down cargowhich has notbeen presented forstuffing al or below ils designated carryingtemperature, and theCarriershall not be responsible for Ihe consequences ofcargo presented at a higher temperature than ihat required forthe transportation. (4) Ifthe above requirements are not compliedwilh, theCarriershall not be liablefor anylossordamage totheGoods howsoever arising. XI\r. DANGEROUS GOODS ()) The Merchant undertakes not to lender for transportation any Goods which are ofa dangerous, inflammable, radio-activeor damagingnature,or which areormaybecome liable todamage anyproperty, whatsoever, without previously giving written notice oftheir nature lo ihe Carrier who must give his express consent in isriting for the car- ,riage; ... , TheContainers) or other covering In which the Goods are lobe transported have lo be distinctlymarked on outside so asto Indicate Ihe nature and characterofany such Goods as required by anylaw’s orregulations which maybe applicable during the carriage. (2) Ifanysuch Goods are delivered to the Carrierwilhoulsuch written consentcommunication and markingor if, at any time, these goods become ofa dangerous, inflammable radio-activeor damaging nature, they may, at any time or place, be un- loaded,destroyed, disposedof, abandoned orrendered harmlesswithout compensation to the Merchant and without prejudice lo the Carriers right to freight, and ifthe Merchant has not given nolice oftheir nature to the Carrier, theCanter shall be under no liability to make anygenera) average contribution in respect ofsuch Goods. (3) TheMerchant undertakesthatsuch Goods are pack'dinamanned adequate towilhstandtheordinary riskofcarriage having tegaril to their nalure and In compliancewith all law-sorregulalionswhich maybe applicable during carriage. (4) Whether or not the Merchant was aware ofthe nalure ofthe Goods, he shall indemnify the Carrier against all claims, losses, damages or expenses arisingout in consequence ofihe carriage ofsuchGoods. XV. SANCTIONS CLAUSE (l)Carrierwarrantsthat it, or anyofilssubsidiariesor affiliates., ils parent company, are not a parly identifiedon the U.S. Commerce Department's Denied Persons List or Entity Lisi; the U.S. Treasury Department's list ofSpecially Designated Nationals and Blocked Persons; The U.S. Stale Department's Debarred List or any other similar list of prohibited or denied parties in relation to suspected acts ofterrorism, human rights violations, weapon or nuclear proliferation activities and/or weapons ofmass destruction, maintained by any other country including the EU and ihe UN.In the event that Owner, a subsidiary, affiliate, or parent company, is included on any such list during the Charter Party period, Charterersshall have the option to cancel this Charter Party and redeliver the Y'essel(s) at any lime and place should the Vessel's ability lo trade within the agreed limits and/or Charterers' use ofthe Y'essel be affected in anyway (2) In iheevent that Merchant, a subsidiary, affiliate, or parentcompany, isincluded on anysuch list during thecarriage ofIhe goods covered L>y this Bill oflading. Ownersshall have Ihe option to cancel this carriage ofthe Goods and discharge the Goods al any time and place should the Ves.sel(s)'s abilityto trade. (3) The Carriersha!) not be obliged lo complywith any ordersfor the employment ofthe Y’essel(s) which is, or could result in a sanctioned transaclion.IftheY’essel(s)isperformingavoyage, operation orsendeewhich becomesor could result in a sanctioned transaction,theCarrier may, bynotice toihe Sterchanl,refuse toproceedwith Ihe employment, or the voyage, operation or service requested. No act or omission ofthe Carrier, master ot managers ofthe Y'e ssel(s) sha.ll at any lime constitute a waiver ofthis provision XV). REGULATIONS REI.ATING TO GOODS TheMerchantshallcomplywith all regulalionsorrequirements ofCustoms,port andother authorities, and shallbear and pay all duties, taxes, fines, imposts, expenses or lossesincurred or suffered by reason thereofor by reason ofany illegal, incorrect orinsufficient marking, numbering or addressingol'lheGoods, and indemnifytheCarrierin respect Ihereof. XVI1. NOTIFICATION AND DELIVERY’ (1) Notification Any mention herein ofparties lo be notified ofihe arrival ofthe Goods issolely for information ofihe Carrier, and failure to give such notification shall not involve theCarrierin any liability norrelieve the Merchant ofanyobligation hereunder. (2) Remiltance lo public organism In any case the remitlance ofthe Goodsto any public, semipublic or monopolistic organism entitled to receive them shallbe considered as deliveryand the responsibility oftheCarrier shall wholly cease al ihe time ofsuch reriiiltance. Similarlythe forced delivery to customs or any olher authorily whether effective or purely formal shall constitute delivery ofthe Goods, (3) Delivery at port ofdischarge In case ofPort lo Port Shipment, the Merchantshall take delivery ofthe Goods upon discharge and all expensesincurred by reason ofthe Merchant's failure or inability to lake delivery ofthe Goods as aforesaid will be fot the Merchant's accounl. The Carriershall be atliberty lodischarge the Goods ot any partIhereofat the port ofdischarge, without notice, and -whatever the law ot the custom ofthe port- the tesponsibility ofthe Carrier in respect ofthe Goods or ihal part thereofdischarged as aforesaid shall wholly cease on discharge from (lie vessel according to the provisions ofClause IV above. (4) Delivery al place ofdelivery In case ofCombined Transport Shipment, the Merchant shall take delivery ofIhe Goods or Containers within ihe time provided fot in ihe Carrier's Tariff Incorporated herein (clause I!) or, in any case, within 6 days following the sending by theCarrier or his agent ofa registered letter giving notice to the Merchant that the Goods or Containers are available and requesting the Merchant lo take deliveryofihe Goods ot containers. The responsibility ofthe Carriershall whollycease by the remittance ofthe Goosis or Containersto theConsignee or any person acting on his behalfot in case offailure ofthe Merchanl to take deliveryofthe Goods within 6 days ofthe formal request givenby the Carrier to do so. White thecarri age called for by this Bill ofLading is Combined Transport Shipment, theCarrier may request the remillance ofthe Bill ofLading from the Merchant at the port ofdischarge priorto the inland carriage. Should Ihe Merchant have failed to remit the Bill of Lading. Ihen the responsibility ofihe Carrier shall wholly cease and delivery shall be deemed lo have taken place at the port ofdischarge. (5) Failure to lake delivery (Port to Port Shipment and Combined Transport) a) Whenever deliveryofihe Goods or Containers is not taken by ihe Merchant in due time, the cost ofthe storage and or containers demurragesshall forthwith upon demand be paid by the Merchant to iheCarrier; b) Ifthedeliveryofthe Goosis or anypart thereofisnot taken bythe MerchantIn accordance tilth this BillofLading, the Carriermaywithout notice unpacked theGoods orthat part thereofifpacked in Coniainets and/orstorethe Goods orthat part thereofashore, afloat, in the open or under cover. Ifihe Merchant fails to take delivery ofihe Goods or part ofthem within thirty days ofdelivery becoming due undersub-clause3or4 above,orifin theopinion oftheCarrierthey are likely to be stolen, deteriorated, decayed, become wvrlhless or incur charges whether for storage, demurrages or otherwise representing more than fifty perce.nl ofiheir possible proceeds ofsale, the Carrier may, al his discretion and subject to his lien and wilhout notice and without any liabilitywhatsoever allaching to him.sellordispose ofthe Goods byauctionor bypihale treatyand apply to proceeds ofsale in reduction ofihe sums due to iheCarrier from the Merchant in respect of this Bill ofLading. c) Refusal by the Merchant lo accept delivery ofthe Goodsin accordance with the terms ofthe Bill ofLading shall Constitute an absolute waiver by the Merchant to ihe Carrier of any claim whatsoever relating to the Goods or carriage thereof. XVIII. BOTH-TO-BLAMECOLLISION CLAUSE Ifthe carrying ship comes into collision wilh another ship as a result offthe negligence ofthe other ship and any ad, neglect or default In Ihe navigation or the management ofihe carrying ship, the Merchant undertakes to pay to the Carrier, or, where theCarrierIs not the owner and in possession ofthe carrying ship, to pay to theCarrier as trustee for the owner and/or demise charterer ofthe carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer ofthe carrying ship against all lossliability to (he olher or non-carrying ship ot her owners insofar assuch loss orliability representsloss ofot damage to, or anyclaim whatsoever ofihe Merchant, paid ot payablebytheolher or non-carryingship orhet owners as part ofiheir claim against thecarrying shipor her owner or demise charterer oriheCartier. The foregoing provisionsshall also applywhere the owners, operators, or those in charge of any ship ofships orobjects, other than, ot in addition to, ihe colliding ships or objects are at fault in respect to a collision, contact, standingor other accident.. XIX- GENERAL AVERAGE In the event ofaccident, danger, damage, ordisaster before or after the commencement ofihe voyage, resulting from any cause whatsoever, due to negligenceor not, forwhich, orfortheconsequence ofwhich, theCarrieris not responsible, L>y statute,contractor crthenvi.se,theMerchantshall contribute with theCarrie! in general averageto the payment ofany sacrifices, losses or expenses ofa general average nature that may l>e made or incurted and shall pay salvage and special charges incutred in respect ofthe Goods. General average to be adjusted al any port or place at the Carrier's option, and to be settled according lo the York/ Anlwetp Rules 1991, this covering al) Goods, whether carrier on or under-deck. Such security including a cash deposit as theCarrier maydeem sufficient to cover the estimated conlribution ofthe Goods and any salvage and special charges thereof,shall, ifrequires!, be submitted to the Carrier priorto delivery of ihe Gds. Ifa salving Y'essel is owned or operated by iheCartier, salvage shall t>e paid for asfully asifthe said salving Y'essel or vessels belonged to strangers. XX. SANCTIONS CLAUSE The Merchant warrantsthal il, or anyofilssubsidiaries or affiliates, its parent company, ate not a party identified on ihe U.S. Commerce Department's Denied Persons List or EntityLisi; ihe LIS. TYeasury Department's list ofSpecially Designated Nationals and Blocked Persons; The LIS. State Department's Debarred Listor anyothersimilarlist ofprohibited ot denied partiesin relation lo suspected acts ofterrorism, human rightssiolalions,weaponor nuclearproliferation activities and/or weaponsofmassdestruction,maintained by anyother countryincluding Ihe EU andthe UN. Intheevent IhattheMerchant, a subsidiary, affiliate, ot parent company, isincluded on any such list during the contract ofcarriage, theCarrier shall have the option to cancel this Contiact and discharge the cargo carried pursuant to this Bill ofLading al any lime and place at the Merchant'sliability and cost. The Cartier shall not be obliged to comply with any orders for the employment ofihe Y'essel(s) which is, or could result in a sanctionedtransaction. Ifthe Vessel(s) isperforminga voyage, operationorscnicewhich becomesor could result in a sanctionedtransaction, ihe Carriermay,bynotice tothe .Merchant, refuse toproceed with the employment, or ihe voyage, operation or service requested. No act or omission ofiheCarrier,master ormanagers ofthe Y'essci(s) shall al any time constitute a waiver ofthis provision, XXL Y'ARIATION OF THECONTRACT No servant or agent ofihe Carrier shall have power to waive or vary any offthe terms hereofunless such waiver or variation isin writing and specifically authorized orratified in writingby the Carrier. XX11. Y’ALIDITY’ OFTiIECLAUSES In Ihe event Ihat anylhing herein contained is inconsistent wilh any applicable international convention or national lawwhich, cannotbedeparted frombyprivatecontract,theprovisionshereofshall to ihe extentofsuch inconsistency but no further be null and void. XX111. SEPARA01LITY" AND Y'AR1ATION OFTERMS, FlN AL CONTRACT The terms ofthis Bill ofLading shall be separate and, ifany terms or provision hereofor a.by party of any terms or provision shall be invalid to any exlenl, it shall be invalid that that exlenl, bul not further and such circumstance shall not affect eh validity or enforceabilityofany otherterm or provision hereof.This Bill ofLading isthe final contract between the parties which superseded any prior agreement or understanding. XXINO1 ICES TheCattiershall beentitled togive notice to the Merchanl ofanycircumstance affectingdirectly orindirectlythe performance orinletpietalion ofihis contract and such communications may be given by all means available, including but not limited lo. telephone, electronic transmission, whatsappor notices via Ihe Cartier’s website. Such noticeswill bedeemed sent and delivered when sent by the Merchant to the relevant ad