



Invoice

Page 1(2)

10 July 2025

ICI No.: 5100-G-INV-48983552
Invoice No.: CH4798267

Seller COM 5100

IKEA Supply AG

Grüssenweg 15
4133 Pratteln

SWITZERLAND

Tax Reg. No.: CHE106816182MWST (Country: CH)

Buyer COM 7023

Northern Birch Ltd

1 Giboray IS
4250401 Netanya

ISRAEL

Tax Reg. No.: 512536210 (Country: IL)

Consignor SUP 14729

IKEA Industry Poland Sp. z o.o. o/w Zbaszynku

Chlastawa 17
66-210 Zbaszynek / Lubuskie
POLAND

Dispatch Date: 10 July 2025
Delivery Term: CPT PORT ISRAEL
CsmNo.: 14729-SUP-1301274804

Total net weight (KGM): 13.869,584
Total gross weight (KGM): 15.000,326
Total gross volume (m³): 56,946

Consignee STO 318

Northern Birch Ltd.
Poleg Industrial Zone
1 Giboray IS
4250401 Netanya / Heifa
ISRAEL

Bill of Lading: MEDUYK316345
Loading unit ID: CAIU8826222
Shipment No.:
Colli / Pieces: 67 / 1.422,00

Currency: EUR
Payment Cond.: CASH NET PAYABLE UNTIL THE SECOND
BUSINESS DAY OF SECOND MONTH FROM
INVOICE DATE

#	ArtNo.	Art. Description	Sup.	Quantity		Price	Total
	Tariff-No.	Country		Net Weight	Gross Weight		
1	00104291	LACK NN cff tbl 118x78 black-brown					
	94036000001	PL	14729	15,931 (KGM)	17,838 (KGM)	23,04	299,52
2	00245842	BESTÅ frame 60x40x192 white					
	94036000001	PL	14729	16,046 (KGM)	17,501 (KGM)	28,01	1.232,44
3	00275848	KALLAX shelving unit 42x147 white					
	94036000001	PL	14729	12,6 (KGM)	14,121 (KGM)	25,43	356,02
4	00295554	BESTÅ shelf 56x36 white					
	94039100006	PL	14729	2,459 (KGM)	2,519 (KGM)	2,57	493,44
5	00333947	EKET cabinet w 2 drw 70x35x35 white					
	94036000001	PL	14729	13,335 (KGM)	14,894 (KGM)	51,87	311,22
6	10244743	MICKE desk 105x50 black-brown					
	94033000004	PL	14729	25,508 (KGM)	27,127 (KGM)	48,34	870,12
7	10321618	SKÅDIS pgbrd 76x56 white					
	44209000007	PL	14729	2,009 (KGM)	2,465 (KGM)	8,34	250,20
8	10324513	KALLAX N shelving unit 147x147 wh st oak eff					
	94036000001	PL	14729	32,885 (KGM)	35,407 (KGM)	62,40	374,40
9	20244747	MICKE desk 73x50 black-brown					
	94033000004	PL	14729	12,809 (KGM)	13,835 (KGM)	28,85	461,60
10	20275814	KALLAX shelving unit 77x77 white					
	94036000001	PL	14729	11 (KGM)	12,026 (KGM)	21,82	327,30

This is a computer generated invoice - no signature required.

#	ArtNo. Tariff-No.	Art. Description Country	Sup.	Quantity		Price	Total
				Net Weight	Gross Weight		
11	30213076	MICKE desk 73x50 white			16	28,68	458,88
	94033000004	PL	14729	12,809 (KGM)	13,835 (KGM)		
12	30245850	BESTÅ frame 60x40x64 white			32	15,71	502,72
	94036000001	PL	14729	7,859 (KGM)	8,525 (KGM)		
13	30324507	KALLAX insert w door 33x33 white stained oak effe			198	4,19	829,62
	94039100006	PL	14729	2,033 (KGM)	2,175 (KGM)		
14	30498890	LACK TV bnch 120x35x36 white			16	25,98	415,68
	94036000001	PL	14729	10,925 (KGM)	12,027 (KGM)		
15	30582445	KALLAX desk 111x39 white			60	30,02	1.801,20
	94033000004	PL	14729	14,726 (KGM)	16,216 (KGM)		
16	40409935	KALLAX shelving unit 112x147 wh st oak eff			6	52,78	316,68
	94036000001	PL	14729	25,758 (KGM)	28,379 (KGM)		
17	40544740	LEDAMOT cabinet 150x42x75 light grey-beige			16	87,67	1.402,72
	94036000001	PL	14729	34,072 (KGM)	37,09 (KGM)		
18	50250713	MICKE N crnr workstation 100x142 white			12	83,78	1.005,36
	94033000004	PL	14729	39,077 (KGM)	42,834 (KGM)		
19	50319029	LACK cff tbl 90x55 white stained oak effect			84	13,06	1.097,04
	94036000001	PL	14729	8,108 (KGM)	8,68 (KGM)		
20	60244745	MICKE desk 142x50 black-brown			30	46,32	1.389,60
	94033000004	PL	14729	22,723 (KGM)	24,315 (KGM)		
21	60245919	BESTÅ frame 60x20x64 white			60	12,26	735,60
	94036000001	PL	14729	6,527 (KGM)	7,068 (KGM)		
22	60556218	EKET cabinet 35x35x35 light grey-blue			30	10,65	319,50
	94036000001	PL	14729	3,517 (KGM)	3,933 (KGM)		
23	70319028	LACK side tbl 55x55 white stained oak effect			72	6,83	491,76
	94036000001	PL	14729	3,509 (KGM)	3,679 (KGM)		
24	70562087	KALLAX TV bnch 147x60 white			12	33,04	396,48
	94036000001	PL	14729	15,818 (KGM)	17,116 (KGM)		
25	80213074	MICKE desk 105x50 white			108	48,06	5.190,48
	94033000004	PL	14729	25,508 (KGM)	27,127 (KGM)		
26	80449901	LACK NN cff tbl 118x78 white			13	23,23	301,99
	94036000001	PL	14729	15,931 (KGM)	17,838 (KGM)		
27	80489850	MICKE desk 105x50 anthracite/red			9	55,66	500,94
	94033000004	PL	14729	25,508 (KGM)	27,127 (KGM)		
28	80574594	EKET cabinet w 2 drw 70x35x35 brown/walnut effect			12	54,55	654,60
	94036000001	PL	14729	13,335 (KGM)	14,894 (KGM)		
29	90180025	MICKE add-on unit high 105x65 white			115	19,85	2.282,75
	94039100006	PL	14729	8,546 (KGM)	9,536 (KGM)		
30	90213078	MICKE drawer unit on castors 35x75 white			36	30,59	1.101,24
	94033000004	PL	14729	16,47 (KGM)	17,588 (KGM)		
31	90282180	LACK N wll shlf 110x26 white			54	7,70	415,80
	94036000001	PL	14729	3,161 (KGM)	3,27 (KGM)		
32	90428842	EKET cabinet 35x25x35 white stained oak effect			30	8,18	245,40
	94036000001	PL	14729	2,749 (KGM)	3,194 (KGM)		
33	90582027	EKET media shelf 70x35x35 white			27	27,62	745,74
	94036000001	PL	14729	10,296 (KGM)	11,163 (KGM)		
34	90585101	KALLAX desk 111x39 white stained/oak effect			20	31,18	623,60
	94033000004	PL	14729	14,726 (KGM)	16,216 (KGM)		
Tariff No.		Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
44209000007		PL	30	0,377	60,27	73,95	250,20
94033000004		PL	325	26,774	6.775,082	7.278,771	13.403,02
94036000001		PL	562	24,45	5.176,78	5.636,667	10.942,61
94039100006		PL	505	5,345	1.857,452	2.010,938	3.605,81
Totals			1.422	56,946	13.869,584	15.000,326	28.201,64

This is a computer generated invoice - no signature required.

MSC MEDITERRANEAN SHIPPING COMPANY S.A. CONTRACT OF CARRIAGE

Terms and conditions of MSC Mediterranean Shipping Company S.A. Contract of Carriage continued from the front page.

- 1. DEFINITIONS**
The following definitions shall apply in this Sea Waybill.
Carrier: means MSC Mediterranean Shipping Company S.A.
COGSA: means the U.S. Carriage of Goods by Sea Act, 1936.
Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and inland Transport.
Container: includes any container, trailer, transportable tank, flat or pallet, or any similar article used to contain Goods and any connected or accessory equipment.
Freight: includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per diem and demurrage.
Goods: includes the whole or any part of the cargo carried under this Sea Waybill, including any packing or stowage materials owned by or for the Merchant.
Hague Rules: means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the exception 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 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contravictually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only when compulsorily applicable by the law governing this Sea Waybill.
Inland Transport: means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.
Merchant: includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Sea Waybill or anyone acting on behalf of this Person.
Person: includes any individual, corporation, company 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.
Pomerene Act: means the United States Federal Sea Waybill Act, 1916 40 U.S.C. 801 or any amendments thereto.
Port-to-Port carriage: means carriage between the Port of Loading and the Port of Discharge.
Subcontractor: includes but is not limited to the owners, charterers and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, warehousemen or other persons or entities who are engaged by the Carrier to perform the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.
Vessel: includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage of the Goods.
- 2. CONTRACTING PARTIES AND WARRANTY**
This Sea Waybill is a contract between the Carrier and the Shipper. The Shipper, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and in particular the Consignee with a legible copy of the Terms and Conditions of Carriage and to ensure that the Merchant is aware of the same. "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 Sea Waybill and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the terms and conditions of this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.
- 3. CARRIER'S TARIFF**
The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expense and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Sea Waybill and the applicable Tariff, it is agreed that this Sea Waybill shall prevail.
- 4. SUBCONTRACTING AND INDEMNITY**
4.1 The Carrier shall subcontract on any terms whatsoever the whole or any part of the carriage, including liability to further sub-contract.
4.2 The Merchant undertakes that no claim or allegation whatsoever arising in contract, bailment, tort or otherwise, shall be made against the Carrier, its servants, agents or Subcontractors, or that it 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. If any such claim or allegation should nevertheless be made, the Carrier shall agree to indemnify the Carrier against its costs and expenses, including the cost of the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under this Sea Waybill, as if such terms and conditions were expressly for its benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents and Subcontractors.
The provisions of clause 4.2, 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 Vessel.
4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier or any Person who attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Sea Waybill, whether or not arising out of negligence or misdelivery on the part of the Carrier. If any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.
- 5. CARRIER'S RESPONSIBILITY**
5.1 Port-to-Port carriage – If carriage under this Sea Waybill is Port-to-Port:
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been delivered from the Vessel to the consignee.
(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Sea Waybill and the Carrier's responsibility will be governed by those Rules.
(c) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or after unloading or discharge of the Goods, then the Carrier shall have the benefit of every right, defence, immunity, limitation and liability provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the period by sea.
5.2 Combined Transport – The Carrier's liability for Combined Transport shall be as follows:
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with clause 5.1 above.
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:
(a) by the provisions contained in any international convention, national law or regulation applicable to the mode of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or
(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 shall accept and incorporate by reference. If it is 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 no court suit or tribunal decision is available, then the Carrier's liability shall be determined by 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.
5.2.3 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier shall be determined as provided at 5.1 above.
5.2.4 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined as provided at 5.2 above.
- 5.3 Delivery to Customs or Port Authorities** – Where any law or regulation applicable at the Port of Loading or Place of Delivery requires the Goods to be delivered to the Customs or Port Authorities, the Carrier shall be deemed to have delivered the Goods to the Customs or Port Authorities if the Goods are received by the Customs or Port Authorities at the Port of Loading or Place of Delivery, 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.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
- 6. U.S. TRADE CLAUSE**
6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the United States Federal Sea Waybill Act, 1916, and the Merchant 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 delivery of the Goods to the consignee 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.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
- 6. U.S. TRADE CLAUSE**
6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the United States Federal Sea Waybill Act, 1916, and the Merchant 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 delivery of the Goods to the consignee 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.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
- 6. U.S. TRADE CLAUSE**
6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the United States Federal Sea Waybill Act, 1916, and the Merchant 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 delivery of the Goods to the consignee 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.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
- 7. COMPENSATION AND LIABILITY PROVISIONS**
7.1 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 invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the time and place when the loss or damage occurred, up to the amount to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.
7.2 Save as is provided in clause 7.3:
7.2.1 (a) If and to the extent the Hague Rules (or the Hague-Visby Rules) are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amount 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 pursuant to clause 5, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling legal tender per package or unit.
7.2.2 Where COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be liable for more than the amount provided in the U.S. Federal Sea Waybill Act, 1916.
7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the
- Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of the actual value of the loss or damage.
7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country, or which would have been available to the Carrier had it been the owner of the Vessel.
7.5 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to the rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnify immediately when requested by the Carrier.
- 8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES**
The SCOPE OF VOYAGE herein contracted for may or may not include inland or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any facilities used by the Carrier as part of the voyage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.
- 9. METHODS AND ROUTES OF CARRIAGE**
9.1 The Carrier shall at any time and may at any time route the Goods to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transshipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, and/or for transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advised route) at any time and may at any time proceed to, return from, call at, port or place of call (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;
(d) use any means of transport or storage whatsoever, and for the purpose of (a) and (b) is named on the front hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the use of off-dock storage at any port;
(e) comply with any orders or recommendations given by any government or authority or any Person or body supporting it 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.
9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not the Goods are damaged or lost, and the Carrier shall be liable for unloading the Goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or dydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done by the Carrier or its servants, agents or Subcontractors in or for the purpose of exercising the liberties within the contractual carriage and shall not be a deviation.
- 10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION**
10.1 Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be submitted in writing and addressed to the Carrier by the Merchant or its agent at the Port of Discharge. 10.2 Time bar - In any event, the Carrier shall be discharged from all liability if suit is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for carriage, whichever is later, or after delivery of the Goods, and for claims related to loss or damage during inland Transport, the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).
10.3 Jurisdiction - It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court, Southern District of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in any matter relating to this contract of carriage. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed fora.
In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, bring suit against the Merchant in the fora agreed above, or in the Court of the Merchant, at the Port of Discharge. Place of Delivery or in any jurisdiction where the Merchant has a place of business.
- 11. MERCHANT-PACKED CONTAINERS**
If a Container has not been packed by or on behalf of the Carrier:
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.
11.2 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or
(b) the manner in which the Goods have been packed in the Container, supplied or for use by the Carrier between the Ports or Places specified herein, or
(c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration system or the improper use of the Container or the failure of the Carrier to inspect the Container for unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or
(d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or for the Carrier to receive, or that have not been properly pre-cooled to the correct carrying temperature.
11.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or is delivered by the Carrier with an original seal as affixed by the Merchant, the Carrier shall not be liable for any loss or damage to the Goods in the Container, plus the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.
11.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and whatsoever arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, other cargo and the Vessel.
- 12. REFRIGERATION, HEATING, INSULATION**
12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of this Sea Waybill, the Carrier 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, plus or minus 2 degrees Celsius while the Goods are in its possession. It is THE MERCHANT'S RESPONSIBILITY TO REFRIGERATE, HEAT OR INSULATE THE GOODS. THE CARRIER SHALL NOT BE RESPONSIBLE FOR THE GOODS EXCEPT AS PROVIDED IN THIS CONTRACT. ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SEAL THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier has the right but not the obligation to refuse any Container loaded with Goods for which the Goods are not properly packed or sealed in accordance with the provisions of clause 11.3. The Carrier shall not be liable for any loss or damage to the Goods in the Container, plus the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.
12.2 The Merchant must take note that refrigerated Containers are not designed:
(a) to maintain a constant temperature, but only to maintain a carrying temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor
(b) to maintain a constant humidity, but only to maintain a carrying humidity higher than their designated carrying humidity. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher humidity than that required for the carriage; nor
(c) to maintain a constant level of moisture, but only to maintain a carrying moisture higher than their designated carrying moisture. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher moisture than that required for the carriage; nor
(d) to maintain a constant level of oxygen, but only to maintain a carrying oxygen higher than their designated carrying oxygen. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher oxygen than that required for the carriage; nor
(e) to maintain a constant level of carbon dioxide, but only to maintain a carrying carbon dioxide higher than their designated carrying carbon dioxide. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher carbon dioxide than that required for the carriage; nor
(f) to maintain a constant level of nitrogen, but only to maintain a carrying nitrogen higher than their designated carrying nitrogen. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher nitrogen than that required for the carriage; nor
(g) to maintain a constant level of sulphur dioxide, but only to maintain a carrying sulphur dioxide higher than their designated carrying sulphur dioxide. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher sulphur dioxide than that required for the carriage; nor
(h) to maintain a constant level of phosphorus, but only to maintain a carrying phosphorus higher than their designated carrying phosphorus. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher phosphorus than that required for the carriage; nor
(i) to maintain a constant level of potassium, but only to maintain a carrying potassium higher than their designated carrying potassium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher potassium than that required for the carriage; nor
(j) to maintain a constant level of sodium, but only to maintain a carrying sodium higher than their designated carrying sodium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher sodium than that required for the carriage; nor
(k) to maintain a constant level of calcium, but only to maintain a carrying calcium higher than their designated carrying calcium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher calcium than that required for the carriage; nor
(l) to maintain a constant level of magnesium, but only to maintain a carrying magnesium higher than their designated carrying magnesium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher magnesium than that required for the carriage; nor
(m) to maintain a constant level of iron, but only to maintain a carrying iron higher than their designated carrying iron. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher iron than that required for the carriage; nor
(n) to maintain a constant level of copper, but only to maintain a carrying copper higher than their designated carrying copper. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher copper than that required for the carriage; nor
(o) to maintain a constant level of zinc, but only to maintain a carrying zinc higher than their designated carrying zinc. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher zinc than that required for the carriage; nor
(p) to maintain a constant level of nickel, but only to maintain a carrying nickel higher than their designated carrying nickel. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher nickel than that required for the carriage; nor
(q) to maintain a constant level of cobalt, but only to maintain a carrying cobalt higher than their designated carrying cobalt. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cobalt than that required for the carriage; nor
(r) to maintain a constant level of manganese, but only to maintain a carrying manganese higher than their designated carrying manganese. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher manganese than that required for the carriage; nor
(s) to maintain a constant level of silicon, but only to maintain a carrying silicon higher than their designated carrying silicon. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher silicon than that required for the carriage; nor
(t) to maintain a constant level of boron, but only to maintain a carrying boron higher than their designated carrying boron. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher boron than that required for the carriage; nor
(u) to maintain a constant level of fluorine, but only to maintain a carrying fluorine higher than their designated carrying fluorine. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher fluorine than that required for the carriage; nor
(v) to maintain a constant level of chlorine, but only to maintain a carrying chlorine higher than their designated carrying chlorine. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher chlorine than that required for the carriage; nor
(w) to maintain a constant level of bromine, but only to maintain a carrying bromine higher than their designated carrying bromine. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher bromine than that required for the carriage; nor
(x) to maintain a constant level of iodine, but only to maintain a carrying iodine higher than their designated carrying iodine. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher iodine than that required for the carriage; nor
(y) to maintain a constant level of barium, but only to maintain a carrying barium higher than their designated carrying barium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher barium than that required for the carriage; nor
(z) to maintain a constant level of strontium, but only to maintain a carrying strontium higher than their designated carrying strontium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher strontium than that required for the carriage; nor
(aa) to maintain a constant level of yttrium, but only to maintain a carrying yttrium higher than their designated carrying yttrium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher yttrium than that required for the carriage; nor
(ab) to maintain a constant level of zirconium, but only to maintain a carrying zirconium higher than their designated carrying zirconium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher zirconium than that required for the carriage; nor
(ac) to maintain a constant level of niobium, but only to maintain a carrying niobium higher than their designated carrying niobium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher niobium than that required for the carriage; nor
(ad) to maintain a constant level of molybdenum, but only to maintain a carrying molybdenum higher than their designated carrying molybdenum. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher molybdenum than that required for the carriage; nor
(ae) to maintain a constant level of ruthenium, but only to maintain a carrying ruthenium higher than their designated carrying ruthenium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher ruthenium than that required for the carriage; nor
(af) to maintain a constant level of rhodium, but only to maintain a carrying rhodium higher than their designated carrying rhodium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher rhodium than that required for the carriage; nor
(ag) to maintain a constant level of palladium, but only to maintain a carrying palladium higher than their designated carrying palladium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher palladium than that required for the carriage; nor
(ah) to maintain a constant level of silver, but only to maintain a carrying silver higher than their designated carrying silver. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher silver than that required for the carriage; nor
(ai) to maintain a constant level of cadmium, but only to maintain a carrying cadmium higher than their designated carrying cadmium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cadmium than that required for the carriage; nor
(aj) to maintain a constant level of indium, but only to maintain a carrying indium higher than their designated carrying indium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher indium than that required for the carriage; nor
(ak) to maintain a constant level of tin, but only to maintain a carrying tin higher than their designated carrying tin. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher tin than that required for the carriage; nor
(al) to maintain a constant level of antimony, but only to maintain a carrying antimony higher than their designated carrying antimony. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher antimony than that required for the carriage; nor
(am) to maintain a constant level of tellurium, but only to maintain a carrying tellurium higher than their designated carrying tellurium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher tellurium than that required for the carriage; nor
(an) to maintain a constant level of selenium, but only to maintain a carrying selenium higher than their designated carrying selenium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher selenium than that required for the carriage; nor
(ao) to maintain a constant level of arsenic, but only to maintain a carrying arsenic higher than their designated carrying arsenic. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher arsenic than that required for the carriage; nor
(ap) to maintain a constant level of vanadium, but only to maintain a carrying vanadium higher than their designated carrying vanadium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher vanadium than that required for the carriage; nor
(aq) to maintain a constant level of chromium, but only to maintain a carrying chromium higher than their designated carrying chromium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher chromium than that required for the carriage; nor
(ar) to maintain a constant level of manganese, but only to maintain a carrying manganese higher than their designated carrying manganese. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher manganese than that required for the carriage; nor
(as) to maintain a constant level of iron, but only to maintain a carrying iron higher than their designated carrying iron. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher iron than that required for the carriage; nor
(at) to maintain a constant level of cobalt, but only to maintain a carrying cobalt higher than their designated carrying cobalt. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cobalt than that required for the carriage; nor
(au) to maintain a constant level of nickel, but only to maintain a carrying nickel higher than their designated carrying nickel. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher nickel than that required for the carriage; nor
(av) to maintain a constant level of copper, but only to maintain a carrying copper higher than their designated carrying copper. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher copper than that required for the carriage; nor
(aw) to maintain a constant level of zinc, but only to maintain a carrying zinc higher than their designated carrying zinc. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher zinc than that required for the carriage; nor
(ax) to maintain a constant level of aluminium, but only to maintain a carrying aluminium higher than their designated carrying aluminium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher aluminium than that required for the carriage; nor
(ay) to maintain a constant level of magnesium, but only to maintain a carrying magnesium higher than their designated carrying magnesium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher magnesium than that required for the carriage; nor
(az) to maintain a constant level of sodium, but only to maintain a carrying sodium higher than their designated carrying sodium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher sodium than that required for the carriage; nor
(ba) to maintain a constant level of potassium, but only to maintain a carrying potassium higher than their designated carrying potassium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher potassium than that required for the carriage; nor
(bb) to maintain a constant level of calcium, but only to maintain a carrying calcium higher than their designated carrying calcium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher calcium than that required for the carriage; nor
(bc) to maintain a constant level of strontium, but only to maintain a carrying strontium higher than their designated carrying strontium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher strontium than that required for the carriage; nor
(bd) to maintain a constant level of barium, but only to maintain a carrying barium higher than their designated carrying barium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher barium than that required for the carriage; nor
(be) to maintain a constant level of lanthanum, but only to maintain a carrying lanthanum higher than their designated carrying lanthanum. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher lanthanum than that required for the carriage; nor
(bf) to maintain a constant level of cerium, but only to maintain a carrying cerium higher than their designated carrying cerium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cerium than that required for the carriage; nor
(bg) to maintain a constant level of praseodymium, but only to maintain a carrying praseodymium higher than their designated carrying praseodymium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher praseodymium than that required for the carriage; nor
(bh) to maintain a constant level of neodymium, but only to maintain a carrying neodymium higher than their designated carrying neodymium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher neodymium than that required for the carriage; nor
(bi) to maintain a constant level of promethium, but only to maintain a carrying promethium higher than their designated carrying promethium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher promethium than that required for the carriage; nor
(bj) to maintain a constant level of samarium, but only to maintain a carrying samarium higher than their designated carrying samarium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher samarium than that required for the carriage; nor
(bk) to maintain a constant level of europium, but only to maintain a carrying europium higher than their designated carrying europium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher europium than that required for the carriage; nor
(bl) to maintain a constant level of gadolinium, but only to maintain a carrying gadolinium higher than their designated carrying gadolinium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher gadolinium than that required for the carriage; nor
(bm) to maintain a constant level of terbium, but only to maintain a carrying terbium higher than their designated carrying terbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher terbium than that required for the carriage; nor
(bn) to maintain a constant level of dysprosium, but only to maintain a carrying dysprosium higher than their designated carrying dysprosium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher dysprosium than that required for the carriage; nor
(bo) to maintain a constant level of holmium, but only to maintain a carrying holmium higher than their designated carrying holmium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher holmium than that required for the carriage; nor
(bp) to maintain a constant level of erbium, but only to maintain a carrying erbium higher than their designated carrying erbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher erbium than that required for the carriage; nor
(bq) to maintain a constant level of thulium, but only to maintain a carrying thulium higher than their designated carrying thulium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher thulium than that required for the carriage; nor
(br) to maintain a constant level of ytterbium, but only to maintain a carrying ytterbium higher than their designated carrying ytterbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher ytterbium than that required for the carriage; nor
(bs) to maintain a constant level of lutetium, but only to maintain a carrying lutetium higher than their designated carrying lutetium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher lutetium than that required for the carriage; nor
(bt) to maintain a constant level of hafnium, but only to maintain a carrying hafnium higher than their designated carrying hafnium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher hafnium than that required for the carriage; nor
(bu) to maintain a constant level of tantalum, but only to maintain a carrying tantalum higher than their designated carrying tantalum. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher tantalum than that required for the carriage; nor
(bv) to maintain a constant level of niobium, but only to maintain a carrying niobium higher than their designated carrying niobium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher niobium than that required for the carriage; nor
(bw) to maintain a constant level of molybdenum, but only to maintain a carrying molybdenum higher than their designated carrying molybdenum. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher molybdenum than that required for the carriage; nor
(bx) to maintain a constant level of ruthenium, but only to maintain a carrying ruthenium higher than their designated carrying ruthenium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher ruthenium than that required for the carriage; nor
(by) to maintain a constant level of rhodium, but only to maintain a carrying rhodium higher than their designated carrying rhodium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher rhodium than that required for the carriage; nor
(bz) to maintain a constant level of palladium, but only to maintain a carrying palladium higher than their designated carrying palladium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher palladium than that required for the carriage; nor
(ca) to maintain a constant level of silver, but only to maintain a carrying silver higher than their designated carrying silver. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher silver than that required for the carriage; nor
(cb) to maintain a constant level of cadmium, but only to maintain a carrying cadmium higher than their designated carrying cadmium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cadmium than that required for the carriage; nor
(cc) to maintain a constant level of indium, but only to maintain a carrying indium higher than their designated carrying indium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher indium than that required for the carriage; nor
(cd) to maintain a constant level of tin, but only to maintain a carrying tin higher than their designated carrying tin. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher tin than that required for the carriage; nor
(ce) to maintain a constant level of antimony, but only to maintain a carrying antimony higher than their designated carrying antimony. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher antimony than that required for the carriage; nor
(cf) to maintain a constant level of tellurium, but only to maintain a carrying tellurium higher than their designated carrying tellurium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher tellurium than that required for the carriage; nor
(cf) to maintain a constant level of selenium, but only to maintain a carrying selenium higher than their designated carrying selenium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher selenium than that required for the carriage; nor
(cg) to maintain a constant level of arsenic, but only to maintain a carrying arsenic higher than their designated carrying arsenic. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher arsenic than that required for the carriage; nor
(ch) to maintain a constant level of vanadium, but only to maintain a carrying vanadium higher than their designated carrying vanadium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher vanadium than that required for the carriage; nor
(ci) to maintain a constant level of chromium, but only to maintain a carrying chromium higher than their designated carrying chromium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher chromium than that required for the carriage; nor
(cj) to maintain a constant level of manganese, but only to maintain a carrying manganese higher than their designated carrying manganese. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher manganese than that required for the carriage; nor
(ck) to maintain a constant level of iron, but only to maintain a carrying iron higher than their designated carrying iron. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher iron than that required for the carriage; nor
(cl) to maintain a constant level of cobalt, but only to maintain a carrying cobalt higher than their designated carrying cobalt. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cobalt than that required for the carriage; nor
(cm) to maintain a constant level of nickel, but only to maintain a carrying nickel higher than their designated carrying nickel. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher nickel than that required for the carriage; nor
(cn) to maintain a constant level of copper, but only to maintain a carrying copper higher than their designated carrying copper. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher copper than that required for the carriage; nor
(co) to maintain a constant level of zinc, but only to maintain a carrying zinc higher than their designated carrying zinc. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher zinc than that required for the carriage; nor
(cp) to maintain a constant level of aluminium, but only to maintain a carrying aluminium higher than their designated carrying aluminium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher aluminium than that required for the carriage; nor
(cq) to maintain a constant level of magnesium, but only to maintain a carrying magnesium higher than their designated carrying magnesium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher magnesium than that required for the carriage; nor
(cr) to maintain a constant level of sodium, but only to maintain a carrying sodium higher than their designated carrying sodium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher sodium than that required for the carriage; nor
(cs) to maintain a constant level of potassium, but only to maintain a carrying potassium higher than their designated carrying potassium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher potassium than that required for the carriage; nor
(ct) to maintain a constant level of calcium, but only to maintain a carrying calcium higher than their designated carrying calcium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher calcium than that required for the carriage; nor
(cu) to maintain a constant level of strontium, but only to maintain a carrying strontium higher than their designated carrying strontium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher strontium than that required for the carriage; nor
(cv) to maintain a constant level of barium, but only to maintain a carrying barium higher than their designated carrying barium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher barium than that required for the carriage; nor
(cw) to maintain a constant level of lanthanum, but only to maintain a carrying lanthanum higher than their designated carrying lanthanum. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher lanthanum than that required for the carriage; nor
(cx) to maintain a constant level of cerium, but only to maintain a carrying cerium higher than their designated carrying cerium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher cerium than that required for the carriage; nor
(cy) to maintain a constant level of praseodymium, but only to maintain a carrying praseodymium higher than their designated carrying praseodymium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher praseodymium than that required for the carriage; nor
(cz) to maintain a constant level of neodymium, but only to maintain a carrying neodymium higher than their designated carrying neodymium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher neodymium than that required for the carriage; nor
(da) to maintain a constant level of promethium, but only to maintain a carrying promethium higher than their designated carrying promethium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher promethium than that required for the carriage; nor
(db) to maintain a constant level of samarium, but only to maintain a carrying samarium higher than their designated carrying samarium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher samarium than that required for the carriage; nor
(dc) to maintain a constant level of europium, but only to maintain a carrying europium higher than their designated carrying europium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher europium than that required for the carriage; nor
(dd) to maintain a constant level of gadolinium, but only to maintain a carrying gadolinium higher than their designated carrying gadolinium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher gadolinium than that required for the carriage; nor
(de) to maintain a constant level of terbium, but only to maintain a carrying terbium higher than their designated carrying terbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher terbium than that required for the carriage; nor
(de) to maintain a constant level of dysprosium, but only to maintain a carrying dysprosium higher than their designated carrying dysprosium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher dysprosium than that required for the carriage; nor
(df) to maintain a constant level of holmium, but only to maintain a carrying holmium higher than their designated carrying holmium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher holmium than that required for the carriage; nor
(df) to maintain a constant level of erbium, but only to maintain a carrying erbium higher than their designated carrying erbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher erbium than that required for the carriage; nor
(dg) to maintain a constant level of thulium, but only to maintain a carrying thulium higher than their designated carrying thulium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher thulium than that required for the carriage; nor
(dg) to maintain a constant level of ytterbium, but only to maintain a carrying ytterbium higher than their designated carrying ytterbium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher ytterbium than that required for the carriage; nor
(dh) to maintain a constant level of lutetium, but only to maintain a carrying lutetium higher than their designated carrying lutetium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher lutetium than that required for the carriage; nor
(dh) to maintain a constant level of hafnium, but only to maintain a carrying hafnium higher than their designated carrying hafnium. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher hafnium than that required for the carriage; nor
(di) to maintain a constant level of tantalum, but only