

TERMS AND CONDITIONS

I. General Provisions

1. Application and Definitions

1.1 Notwithstanding the heading Combined Transport Bill of Lading the provisions set and referred to in this document shall also apply when the transport as described on the face of the Bill of Lading is performed by one mode of transport only. Pickup, delivery and transshipment operations carried out in the performance of the one mode transport and incidental to such transport do not constitute a different mode transport for the purposes of this Bill of Lading.

1.2 "Carrier" is the person by whom or for whom this Bill of Lading is signed. The term "Merchant" includes the shipper, the person named in this Bill of Lading as shipper, the person for whose account the Goods are handed over to the Carrier, the consignee, the holder of this Bill of Lading, the owner and the receiver of the Goods and the person who is entitled to receive the Goods on notification by the Merchant, and their agents, servants and subcontractors. The terms "servant", "agent" or "subcontractor" shall include all direct and indirect dependent and independent servants, agents or subcontractors engaged by the Carrier including their respective agents, servants and subcontractors. The term "vessel" and/or "ship" shall include the ocean vessel named in this Bill of Lading or any substituted vessel. A "port to port shipment" arises only if both the place of acceptance and the place of delivery are ports and the Bill of Lading does not in the nomenclature of the place of acceptance or the place of delivery on the face hereof specify any place other than within the area of the port so nominated.

1.3 "Participating Carrier" means any other water earner. Including those performing transshipment or relay, feeder, or towage services, or any land or air performing any stage of the carriage provided for herein.

2. Scope of Contract

2.1 By the issue of this Bill of Lading the Carrier undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge (place of acceptance) to the place designated for delivery in this Bill of Lading and assumes liability as set out in these conditions.

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

- carry the Goods by any means of transport and by any route or in any direction whatsoever, whether within or out of the most direct or advertised or customary route and proceed beyond the port of and/or place of discharge or in a direction contrary thereto or return to the original place and/or port of departure;
- load and unload The Goods at any place, land or store them either on shore or afloat, transfer, tranship, reshuffle or forward them at any place or port, dry-dock a vessel with or without cargo on board

2.2.2 The rights set out under 2.2.1 may be invoked by the Carrier for any purpose whatsoever including repairs, towing or being towed, sailing with or without pilots, adjusting equipment or instruments, dry-docking, and assisting vessels in all situations.

Anything done in accordance with clause 2.2.1 or any delay arising therefrom is within the contractual carriage and not a deviation

3. Time Bar

The Carrier shall be discharged of all liability under this Document suit is brought with six months after the

delivery of the Goods;

or the date when the Goods should have been delivered unless International Conventions or regulations compulsorily applicable in the individual case are stipulating a longer term of prescription

4. Law and Jurisdiction

4.1 Disputes arising under this Document shall be determined by the courts and subject to Clause 17 of this Document in accordance with the laws of Singapore District Court.

4.2 No proceedings may be brought before other courts unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable

5. Negotiability and Title to the Goods

5.1 This Bill of Lading shall be deemed to be negotiable, unless marked "non-negotiable".

5.2 By accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that unless it is marked "non-negotiable" it shall constitute title to the Goods and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer The Goods herein mentioned

II. Performance of the Contract

6. Methods and Routes of Transportation

6.1 The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes

6.2 The Carrier reserves the liberty to determine whether Goods and livestock shall be carried on deck, on an open lorry, on an open trailer or on open railways wagon (not being Goods stowed in containers other than flats or pallets) which are staled herein to be carried on deck or on open lorries on open lorries, trailers or railway wagons and livestock may be carried on deck on an open lorry, on an open trailer or on an open railway wagon, and if carried on or are earned without responsibility on the part of the Carrier for loss or damage of whatsoever nature, whether caused by or negligence or any other cause whatsoever

7. Loading and Unloading

When collection or delivery takes place at the consignee's or consignee's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and

7.1 The Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the consignee or consignee at his own risk and expense,

7.2 any assistance given by the Carrier additional to the foregoing is given entirely at the consignee's or consignee's risk as to damage to or loss of Goods or injury to persons

8. Containers and other packed Goods

8.1 The term "container" shall include any trailer, van or closed cargo box

8.1.1 the terms of this document shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after The Goods are received by The Carrier, whether for transport or delivery to the Merchant.

8.2 The Goods may be stowed by the Carrier in containers or similar articles of transport used to consolidate Goods.

8.2.1 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be earned on deck, on an open lorry, on an open trailer, or on an open railway wagon without notice to the Merchant. Such Goods, whether or not so carried, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the "Hague Rules"

9. Hindrances, etc. Affecting Performance

9.1 The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery

9.2 If at any time the performance of the contract as evidenced by this Document is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind and if by sub-clause (1) the Carrier has no duty to complete the performance of the contract, the Carrier (whether the transport is commenced) may elect to

9.3 treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient;

9.4 or deliver the Goods at the place designated for delivery, in any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

10. Sub-Contracting

10.1 In addition to the liberties given to the Carrier under the other clauses hereof and in particular clause 2 it is agreed that the Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and all duties whatsoever undertaken by the Carrier in relation to The Goods.

10.2 The express sub-contractor in this clause shall include direct and indirect sub-contractors, including stevedores and their respective servants and agents

11. Notification and Delivery

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

11.2 Where the carriage called for by this Document is Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand, at any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable if crafts are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or part thereof, as the base may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and of Clause 17 (A) until they are discharged from such craft. The Merchant shall take delivery of the Goods upon such discharge all expenses incurred by reason of The Merchants failure to take delivery of the Goods as aforesaid shall be for the Merchant's account

11.3 where the carriage called for by this Bill of Lading is Combined Transport, the Merchant shall take delivery of the Goods forthwith

11.4 If delivery of The Goods or any part thereof is not taken by The Merchant at the time and place when and where The Carrier is entitled to call upon the Merchant to take delivery thereof, whether the carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport. The Carrier shall be entitled without notice to unstow The Goods or that part thereof if stowed in containers or flats and/or to store Goods or that part of shore, afloat in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of The Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier

III. Description of Goods

12. Responsibility of the Carrier

This Document shall be prima facie evidence of the taking in charge by the Carrier of the Goods as therein described in respect of the particulars which it had reasonable means of checking. Proof to the contrary shall not be admissible when this Document is issued in negotiable form and has been transferred to a third party acting in good faith

13. Consignor's Responsibility

The Consignor shall be deemed to have guaranteed to the Carrier the accuracy at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, measurements, quantity and weight, as furnished by him and the Consignor shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this document to any person other than the Consignor

14. Dangerous Goods

14.1 The Consignor shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of The danger before Goods of a dangerous nature are taken in charge by the Carrier and indicate to it, if need be the precautions to be taken

14.2 If the Consignor fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Consignor shall be liable for all loss, damage, delay, or expenses arising out their being taken in charge, or their carriage, or of any service incidental thereto the burden of proving the Carrier knew the exact nature of the danger constituted by the carriage of the said Goods shall rest upon the person entitled to the Goods

14.3 If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any

15. Inspection of Goods

The Carrier shall be entitled but under no obligation to open any container or other package or until at any time and to inspect the contents if it appears that the contents or any part thereof cannot safely or properly be carried or carried further either at all or without incurring any additional or any additional expense or taking any measures in relation to the container or its contents or any part thereof The Carrier may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or liabilities to carry or to continue the carriage or to store the same under cover or in the open at any place which storage shall be deemed to constitute due delivery under this document. The Merchant shall indemnify the Carrier against any reasonable additional expense and against all liability loss or damage arising therefrom.

16. Regulations relating to the Goods and Packing

The Merchant shall comply with all regulations or requirements of customs, port and other authorities shall bear and pay all duties, taxes, lines, imposts expenses or losses incurred or suffered by reason thereof or by reason of any illegal

IV. Liability

17. Responsibility of the Carrier

(A) Port to Port Shipment

1) When The Carriage called for by this Document is a Port to Port shipment, then during any time when the Carrier has any responsibility by law or otherwise with respect to The Goods, the liability of the Carrier for loss of a damage to the Goods shall be determined in accordance with any national law making The Hague Rules compulsorily applicable to this Bill of Lading including the UK Carriage for Goods by Sea Act, 1924, The US Carriage by Sea Act, 1936, the water Carriage of Goods Act, 1993 of Canada, and if no such national law is compulsorily applicable, then in accordance with The Hague Rules contained in The International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924 or the said Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968 (The Hague Visby Rules) but only insofar as said legislation, convention or protocol shall be compulsorily applicable to this contract

2) If the whole of the carriage undertaken by the Carrier is limited to carriage from a Container Yard (CY) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge, the liability of The Carrier shall be determined by The Hague Rules, or The Hague Visby Rules respectively as mentioned under 1) herebefore, irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or prior or subsequent thereto.

(B) Combined Transport

1. The Carrier shall be liable for loss or damage to the Goods occurring between the time when the Carrier received the Goods into its charge and the time of delivery.

2. The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from

- the wrongful act or neglect of the Consignor or the Consignee;
- compliance with the instructions of the person entitled to the Goods;
- the lack of, or defective condition of packing in the case of Goods given by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
- handling, loading, stowage or unloading of the Goods by the Consignor, the Consignee or any person acting on behalf of the Consignor or the Consignee;
- inherent vice of the Goods;
- insufficient or inadequacy of marks or numbers on the Goods, coverings, or unit loads;
- strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;
- an act, neglect or default in the navigation of a ship occurring during carriage by water;
- fire occurring during carriage by water, unless the fire was caused by the actual fault or privity of the Carrier or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods;
- a nuclear incident, if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
- any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

3. Where under paragraph 2 The Carrier is not under any liability in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable under this Clause have contributed to the loss or damage.

4. The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in paragraph 2 shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in paragraph 2, it shall be presumed that it was so caused. The Claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

5. Notwithstanding anything provided for in other Clauses of these Conditions, if it can be proved where the loss or damage occurred the Carrier and the Merchant shall, as to the liability of the Carrier be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provisions

(i) cannot be departed from by private contract to the detriment of the claimant, and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular Document which must be issued if such international convention or national law shall apply.

C. Exemptions and Limitations of Servants, Agents, Stevedores, etc.

It is understood that the Carrier shall require and utilize the services of others in the performance of its undertakings with respect to the Goods transported or to be transported as described herein and its expressly agreed between the Merchant and the Carrier that each participating Carrier, master, officer, servant, independent contractor, stevedore, tower etc. engaged or employed by the Carrier in connection with the carriage hereunder shall be a beneficiary of this contract and shall be entitled to all exemptions from and liability which The Carrier has under this Bill of Lading and the applicable law. The Carrier entering into this contract and agreement not only on its behalf, but also as agent and trustee of each person and contractor described above, all of whom shall be deemed to be a party to this agreement to the extent of being afforded and entitled to the exemptions, immunities and limitations of liability accorded to the Carrier hereunder. The Merchant undertakes that no claim shall be made against any Participating Carrier, against any servant, agent or subcontractor of the Carrier or against any vessel, her owner or operator, nor against other servants, agents or contractors as mentioned before which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods and. If such claim should nevertheless be made to indemnify the Carrier against all consequences thereof without prejudice to the foregoing, every such person shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit, in entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as agent and trustee for such persons.

18. Limitation Account

18.1 When 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 charges and insurance if paid

18.2 If there be no invoice value of the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time, they are delivered to the Merchant in accordance with the contract or should have been so delivered the value of the Goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality

18.3 If in case of Combined transport, it can contrary to 17 (B) II above not to be proved where the loss or damage occurred compensation shall not exceed Sfr 50.50 per package and shall not exceed Sfr 5000 in any event whatsoever in respect of any one claim, or in case of goods not shipped in package, per customary freight unit the word "package" shall include, without limit a container used to ship household goods, or freight all kinds shipped under a lumpsum tariff, a liquid tank or a dry bulk container, van or trailer and cargo shipped on a skid, cradle, pallet or unitized load, group or assemblage

18.4 Higher compensation may be claimed only when, with the consent of the Carrier the value of The Goods declared by the Merchant has been stated in the Bill of Lading and ad valorem freight rate is paid to the Carrier in that case the amount of the declared value shall be substituted for the limits laid down in this Clause. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value

18.5 The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

19. Delay, Consequential Loss Etc.

The Carrier does not undertake that the Goods shall arrive at any place at any particular time. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever if the Carrier is held liable nor direct or indirect or consequential loss or damage caused by delay, such liability shall in no case exceed the freight for the transport covered by this Document

20. General Exemption from Liability

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any cause

21. Merchant's Packing Etc.

21.1 Without prejudice to Clause 17 (B) 1. 2. d. the Merchant shall be liable for any loss or damage or injury caused by faulty or insufficient packing or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall indemnify The Carrier against any additional expenses so caused

21.2 If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by

- negligent filling, packing or stowing of the container,
- the contents being unsuitable for carriage in container, or
- the unsuitable or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

21.3 The provisions of Clause 21.2 also apply with respect to trailers, transport tanks, flats and pallets which have not been filled, packed or stowed by the Carrier

21.4 The Carrier does not accept liability for the functioning of reefer equipment or trailers supplied by the Merchant

22. Notice of Loss or Damage

Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or if The loss or damage is not apparent within three consecutive days thereafter such provisions shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this document and the Carrier shall be discharged from all liability in respect of loss or damage to the Goods

23. Defences and Limits for the Carrier

23.1 The defences and limits of liability provided for in this Document shall apply in any action against the Carrier for loss of or damage to the Goods, whether such action is founded in contract or in tort

23.2 The Carrier shall not be entitled to the benefit of limitation of liability provided for in Clause 10.3. if it is proved that the loss or damage resulted from an act or omission of The Carrier itself, done with intent to cause damage or recklessly and with knowledge that damage would probably result.

V. Freight and Lien

24. Freight

24.1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event

24.2 The Merchants attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following Clause to apply.

If the currency in which freight and charges are quoted is devalued or revalued between the date of freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency when the Carrier has consented to payment in other currency than the above-mentioned currency, then all freight and charges shall - subject to the preceding paragraph - be paid at the highest selling rate of exchange for bank's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be the rate in force on the last day the banks were open

24.3 For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight measurement, value or nature of the Goods. If on any inspection it is found that the declaration is not correct, it is agreed that without prejudice to the rights of The Carrier as per Clause 15.5 a sum equal either to five times the difference between the correct freight and The freight charge or to double the correct freight less the freight charge, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier not withstanding any other sum having been stated on this Document as the freight payable

24.4 All duties, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.

24.5 The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, maritime operations, epidemics, strikes, government directions or force majeure

25. Lien

The Carrier shall have a lien on the Goods for any amount due under this contract and for the costs of recovering the same and may enforce such lien in any reasonable manner

VI. Miscellaneous Provisions

26. General Average

26.1 General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to The York-Antwerp Rules 1974, this covering all Goods whether carried on or under deck The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

26.2 The Merchant shall indemnify The Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection

26.3 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and salvage and special charges thereon shall, if required, be submitted to the Carrier prior to delivery of the Goods incorrect or insufficient packing, marking, numbering or addressing of the Goods and indemnify the Carrier in respect thereof

27. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO to be considered incorporated herein

28. Partial Invalidity

Should any Clause or part thereof of this Document be found to be invalid, the validity of the remaining Clauses or the remaining part of the defective Clause shall not be impaired the invalid Clause or part thereof shall be replaced by an effective Clause or part thereof at serving the purposes of the Carrier and the Merchant