

I. GENERAL PROVISIONS

1. **APPLICABILITY.** Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the B/L is performed by the one mode of transport only.
2. **DEFINITIONS.** "Carrier" means the party on whose behalf this B/L has been signed. "Merchant" includes the Shipper, the Receiver of the Goods, the Consignor, the Consignee, the Holder of this B/L, the Owner of the Goods and any Person owning or entitled to the possession of the Goods or of this B/L and anyone acting on behalf of any such Person. "Holders" means any person for the time being in possession of this B/L to whom the property in the goods has passed on or by reason of the consignment of the goods or endorsement of this B/L or otherwise. "Person" includes an individual, group, company or other entity. "Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or Container not supplied by or on behalf of the Carrier. "Order Bill" means that where this Bill of Lading is made out to the order of a named consignee, the Shipper may be entitled to require the Carrier to deliver the goods to another person by endorsing this B/L to that person. Where the cargo is to be delivered to a consignee in on the front of this B/L, the Carrier is entitled to deliver the goods to the named consignee without the production of this B/L. "Container" includes, unless otherwise indicated, any container, flexitank, trailer, transportable tank, flat, pallet, any article used to consolidate goods or any equipment thereof or connected thereto.
3. **TARIFF.** The terms of the applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the carrier upon request. In case of inconsistency between this B/L and the applicable Tariff, this B/L shall prevail.
4. **LIMITATION OF STATUTES.** Nothing in this B/L shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country.
5. **TIME BAR.** All liability whatsoever of the Carrier shall cease unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.
6. **JURISDICTION.** Disputes arising under this B/L shall be determined by the U.S. District Court for the Southern District of New York in accordance with the laws of the United States.

II. PERFORMANCE OF THE CONTRACT

7. **SUB-CONTRACTING**
Except insofar as has otherwise been agreed in writing, the Carrier shall be entitled, without notice to the Merchant, to sub-contract, on any terms, the whole or part of the carriage, loading, unloading, storing, packing, transhipment, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the goods and to do such acts as in the sole opinion of the Carrier may be necessary or incidental to the performance of the Carrier's obligations.
8. **METHODS AND ROUTES OF TRANSPORTATION**
(1) The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable mean, method, route or person.
(2) In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.
9. **UNITIZATION, STOWAGE AND DECK CARGO**
(1) Goods may be stowed by the Carrier in containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods. Where the Carrier is instructed to provide a container, in the absence of any specific request in writing, the Carrier is not under an obligation to provide a container of any particular type or quality.
(2) The Carrier has the right, without giving notice to the Merchant, to carry on deck containers, trailers and the transportable tanks, whether stowed by the Carrier or received by him, in a stowed condition from the Merchant.
(3) Notwithstanding (2) of this clause, goods which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during the carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.
(4) Goods stowed in poop, forecabin, deckhouse, shelter deck, passenger space, storeroom, bunker space, or any other covered space shall be deemed to be stowed under deck for all purposes, including general average. The Merchant agrees that the goods need not be stowed under deck and that they may be stowed on deck unless the Shipper informs the carrier in writing before delivery of the goods to the Carrier that deck stowage is required.
10. **DELIVERY** If the goods or any part thereof are not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon him to take delivery, then the Carrier shall be at liberty to store or put the goods or any part of them in safe custody at the Merchant's sole risk and expense, whereupon the liability of the Carrier in respect of such goods shall wholly cease and the cost of such storage and all other expenses and liability whatsoever paid or payable or incurred or which may be incurred by the Carrier shall be paid by the Carrier on demand.
11. **HINDRANCES, ETC. AFFECTING PERFORMANCE**
(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the goods at the place designated for delivery.
(2) If, at any time, the performance of the contract, as evidenced by this B/L, in the sole opinion of the Carrier or any person whose services the Carrier makes use of, is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage or whatsoever kind including strike and which cannot be avoided by reasonable endeavours by the Carrier or such other person, the Carrier may, on giving notice in writing to the Merchant or without notice where it is not reasonably possible to give such notice, whether or not the transport is commenced, the Carrier may elect to:
(a) treat the performance of this contract as terminated and place the goods or any part of them at the Merchant's disposal at any place which the Carrier may deem in his sole opinion safe and convenient; or
(b) deliver the goods at the place of delivery, whereupon the responsibility of the Carrier in respect of the goods shall wholly cease. In any event, the Merchant shall pay on demand the full freight and charges for any goods received for transportation and additional costs of carriage and delivery to and storage at such places and all other expenses incurred by the Carrier resulting from the circumstances referred to above.
(3) The Carrier does not undertake that the goods shall depart or arrive by any particular date.
12. Without prejudice to clauses 10 and 11, the Carrier shall be entitled but under no obligation, at the expense of the Merchant payable on demand and without any liability on the part of the Carrier to the Merchant, to sell or dispose:
(1) on giving 3 days' notice in writing to the Merchant of goods or any part thereof which in the sole opinion of the Carrier cannot be delivered as instructed; or
(2) without notice to the Carrier, of goods which have perished, deteriorated or altered, or are in immediate prospect of doing so or which has caused or may reasonably be expected to cause loss or damage to any person or property or to contravene any applicable laws or regulations.

III. CARRIER'S LIABILITY

13. **BASIC LIABILITY**
(1) The Carrier shall be liable for the loss or damage to the goods occurring between the time when he receives the goods into his charge and the time of delivery.
(2) The Carrier shall not be liable for any loss or damage whatsoever arising from:
(a) The act or omission of the Merchant or any person acting on his behalf;
(b) Compliance with the instructions of the Merchant or any other person entitled to give them;
(c) Insufficiency of or defective condition of the preparation, packing or storage of the goods;
(d) Handling, loading, stowage or unloading of the goods by or on behalf of the Merchant;
(e) Inherent vice of the goods;
(f) Insufficiency of inadequacy of marks, labels or numbers on the goods;
(g) Riots, civil commotion, strikes, lock-outs, stoppage or restraints of labor from whatever cause, whether partial or general;
(h) Fire, unless caused by the actual fault of the Carrier;
(i) Perils, dangers and accidents of the sea or other navigable waters;

- (j) Act of God;
(k) Act of war;
(l) Act of public enemies;
(m) Arrest or restraints of princes, rulers, or people or seizure under legal process;
(n) Quarantine restrictions;
(o) Saving or attempting to save life or property at sea;
(p) Latent defects not discoverable by due diligence; and
(q) Any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
(5) The Carrier shall not in any circumstances whatsoever and howsoever arising, including without limitation any negligence on the part of the Carrier, its servants and/or agents be liable for loss or damage howsoever caused to property other than the goods themselves, indirect or consequential loss or damage, loss or profits, loss of market or the consequences of any delay or deviation.
14. **THE AMOUNT OF COMPENSATION**
(1) When Carrier is liable for loss of or damage to the goods, such liability shall be calculated by reference to the value of such goods at the place and time they are delivered or should have been so delivered to the Merchant in accordance with the contract.
(2) The value of the goods shall be fixed according to the commodity exchange price or, if there be 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 of quality.
(3) Insofar as loss of or damage to or in connection with the goods is caused during the part of the custody or carriage to which U.S. C.O.G.S.A. applies, liability shall not exceed the minimum allowable US\$500.00 per package or customary freight unit where goods are not shipped in packages.
(4) Higher limit of liability may be claimed only when, with the consent of the Carrier, and only when additional freight has been paid in accordance with the appropriate Tariff, the value for the goods declared by the Consigner which exceeds the limits laid down in this clause has been stated in the Bill of Lading. In that case, the amount of the declared value shall be substituted for that limit.

SPECIAL PROVISIONS INCLUDING PORT-TO-PORT SHIPMENTS

- (1) Notwithstanding anything provided for in clauses 13 and 14 of this Bill of Lading, if it can be proved where the loss or damage occurred, the liability of the Carrier and the Merchant shall be determined by the provisions contained in any international convention or national law, which provision:
(a) cannot be departed from private contract, to the detriment of the Merchant; and
(b) would have applied if the Merchant had made separate and direct contract with the Carrier in respect of the particular service or stage of carriage 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.
(2) In respect of deck cargo not covered under clause 9, and live animals, the Carrier has no obligations, specially, to equip the vessel for the reception, carriage and preservation of such cargo, and has no responsibility for loss or damage which may be attributable to the carriage on deck or for injury to or illness or mortality of live animals. The burden of proving negligence on the part of the Carrier shall be on the Merchant. In no case shall the responsibility of the Carrier exceed its responsibility for ordinary cargo according to the Bill of Lading.
(3) When the transportation as described herein covers an inland transportation to and from sea terminal in USA, then the Carrier shall procure transportation by carriers (one or more) authorized by competent authority to engage in transportation between such points, and such transportation shall be subject to the inland carrier's contracts of carriage and tariffs. The Carrier guarantees the fulfilment of such inland carriers' obligations under their contracts and tariffs.
16. **NOTICE OF LOSS.** Unless notice of loss or damage to the goods, and the general nature of it, be given in writing to the Carrier at the place of delivery before or at the time of the removal of goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall prima facie evidence of delivery by the Carrier of the goods as described in this Bill of Lading.
17. **DEFENCES AND LIMITS FOR THE CARRIER AND SERVANTS, ETC.**
(1) The defenses and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort.
(2) No servant, agent or other person (including any independent contractor) shall in any circumstances be under any liability to the Merchant for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment or as agent of the Carrier or otherwise. Without prejudice to the generality of the foregoing every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity applicable to the Carrier shall also be available and shall extend to protect every such servant, agent or other person (including any independent contractors) and all such persons shall to this extent be or deemed to be parties to the contract between the Carrier and the Merchant.
(3) In this clause, "contractor" and "contractors" include direct and indirect sub-contractors and their respective servants and agents.

IV. DESCRIPTION OF GOODS

18. **CARRIER'S RESPONSIBILITY**
This B/L shall be prima facie evidence of the receipt by the Carrier of the goods, as herein described, in respect of the particulars which he had reasonable means of checking. In respect of the particulars, proof to the contrary shall not be admissible when this document has been transferred to a third party acting in good faith.
19. **SHIPPER'S RESPONSIBILITY**
The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, completeness and correctness, at the time the goods were taken in charge by the Carrier, of these descriptions and particulars of the goods, marks, numbers, quantity and weight, as furnished by him, and the Shipper shall indemnify the Carrier against all losses, damages and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this B/L to any person other than the Shipper.

V. FREIGHT AND LIEN

20. **FREIGHT**
(1) Unless otherwise agreed in writing, freight and charges shall be deemed fully earned on receipt of the goods by the Carrier, whether the goods are lost or not, and shall be paid and non-returnable in any event. On all amounts overdue to the Carrier, the Merchant shall pay to the Carrier interest, calculated from the date such amounts are overdue until payment thereof, at the rate of two (2) per cent per month.
(2) The Merchant's 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 and charges in the relevant tariff conditions. If no such stipulations exist or are applicable, the following clauses to apply:
If the currency in which freight and charges are quoted is devalued, or if an alteration in the rate of exchange occurs with the same effect as a devaluation between the date if the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency. In case the Carrier has consented to payment in another currency other 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 banker's sight draft current on the day when such freight and charges are paid, the rate to be used will be the one in force on the last day the banks were open.
(3) For the purposes of verifying the freight basis, the Carrier reserves the right to have the contents of containers, trailers, or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the goods.
(4) If particulars furnished by, or on behalf of, the Shipper are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated herein as freight payable.

- (5) All freight and charges shall be paid to the Carrier by the Merchant in cash or in such manner as the Carrier may agree without any set-off, counter claim, deduction or stay of execution either at or prior to the time agreed for payment or at latest before delivery of the goods.
(6) The Merchant shall be liable to the Carrier for the payment of all freight and/or expenses including but not limited to court costs, legal fees and expenses incurred in collecting monies due to the Carrier. Payment of the freight to a broker or anyone other than the Carrier or its authorised agent shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.
(7) Subject to (4) of this clause, any dispute as to the amount or accuracy of any invoice issued by the Carrier shall be raised by the Merchant within 30 days from the date of the invoice, failing which, the Merchant is deemed to have conclusively accepted that the invoice is complete and accurate.
(8) Unless otherwise expressly agreed in writing, all invoices rendered by the Carrier are payable immediately on sight.

LIEN

21. The Carrier shall have a lien on the goods and any documents relating thereto for all sums payable to the Carrier under this contract, and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the goods and documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. For recovering any sums due, the Carrier shall have the right to sell the goods (including any container or item of packing or of equipment in or on which the goods are shipped) privately, or auction, without notice to the Merchant. In the event that the proceeds of sale are insufficient to satisfy all sums due to the Carrier, the Carrier shall be entitled to recover from the carrier all sums which remain outstanding. In any event, any lien shall extend to cover the cost of recovering any sums due. The lien shall survive delivery of the goods.

GENERAL AVERAGE

- (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 1950.
(2) All expenses in connection with a general average or salvage act to avoid damage to the environment shall be considered general average expenses.
(3) If salvage services are rendered to the vessel and the goods then, as soon as requested to do, the Merchant shall provide salvage security in the amount and in the form requested by the salvor and shall provide counter security to the Carrier if the Carrier has provided security to the salvor on behalf of the Merchant. In the event of any failure to provide security promptly, the Merchant shall defend, indemnify and hold harmless the Carrier for all loss, damage and expenses, including consequential loss caused by delay, suffered by the Carrier.
(4) In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall defend, indemnify and hold harmless the Carrier for all loss, damage and expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvage vessel or vessels belonged to strangers.

BOTH-TO-BLAME COLLISION CLAUSE

23. The Both-To-Blame-Collision Clause as adopted by the Baltic and International Maritime Conference, Copenhagen, to be considered incorporated herein. If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act of negligence of default of the Master, Mariner, Pilot or the servant of the carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner insofar as such loss or liability represents loss or damage to or any claim whatsoever of the owner of the said goods paid or payable by the carrying vessel or her Owner as part of his claim against the carrying vessel or carrier. This clause shall also apply where the Owner or operator or those in charge of any vessels or objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision or contract.

DANGEROUS GOODS

- (1) "Dangerous Goods" includes (a) goods which are or may become of a dangerous, inflammable or radio-active character or damaging to itself or other property, or goods so dangerously packed, or goods likely to harbour or encourage vermin or other pests, or goods which owing to legal, administrative or other obstacles as to their carriage, discharge or otherwise may be detained or cause any other property or person to be detained; (b) empty receptacles which were previously used for the carriage of Dangerous Goods unless such receptacles have been rendered safe; (c) goods which are considered to be dangerous or hazardous by any authority.
(2) Dangerous Goods must not be tendered for shipment unless written notice of their nature and the name and address of the sender and the receiver have been previously given to the Carrier or his Agent, and the nature is distinctly marked on the outside of the package or packages as required by applicable statutes or regulations and, in addition, on each container, flat, trailer, etc and unless the Carrier agrees in writing to accept Dangerous Goods.
(3) If the Merchant delivers to the Carrier or causes the Carrier to deal with or handle Dangerous Goods in breach of (2) of this clause, the Carrier shall not be liable for any loss or damage whatsoever caused by or to the Dangerous Goods and the Carrier shall defend, indemnify and hold harmless the Carrier against all penalties, claims, liabilities (whether civil, criminal or otherwise), damages, costs and expenses whatsoever arising in connection with or incidental to such loss or damage and the Dangerous Goods may without notice be unloaded, destroyed, rendered harmless or rendered innocuous or otherwise dealt at the sole discretion of the Carrier or any other person in whose custody they may be at the relevant time without compensation to and at the cost of the Merchant.
(4) If the Carrier agrees in writing to accept Dangerous Goods and subsequently in the sole opinion of the Carrier, (a) they are deemed to constitute a danger or risk to other goods, property, life or health or (b) owing to legal, administrative or other obstacles whether as to their carriage, discharge or otherwise they may be detained or cause any other property to be detained, they may without notice, in like manner, be unloaded, destroyed, rendered harmless or rendered innocuous or otherwise dealt at the sole discretion of the Carrier or any other person in whose custody they may be at the relevant time at the expense of the Merchant without compensation or any liability whatsoever attaching to the Carrier without liability on the part of the Carrier except to General Average, if any.

SHIPPER-PACKED CONTAINERS, ETC

- (1) Unless the Carrier has agreed in writing to pack the goods, the Merchant warrants that the Goods are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and in particular to withstand the ordinary risks of handling, storage and carriage.
(2) The Merchant warrants that where the Carrier receives the goods from the Shipper already stowed in or on a container or any other device constructed for the carriage of goods (each hereafter individually referred to as the "transport unit"), the transport unit is in good condition, and is suitable for the carriage of the Goods to the intended destination. 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 expenses has been caused by:
(a) negligent filling, packing or stowing of the container;
(b) the contents being unsuitable for carriage in container;
(c) the unsuitability 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; or
(d) the manner in which the container has been packed or stuffed.
(3) The Merchant warrants that it has complied with all laws and regulations relating to the nature, condition, packing, handling, storage and carriage of the goods.
(4) The provisions of paragraph (1) to (3) of this clause shall also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.
(5) The Merchant shall defend, indemnify and hold harmless the Carrier against all liability, loss, damage, costs and expenses arising from one or more of the matters provided for in (2) of this clause.