

Shipper KOHINOOR MILLS LTD (DYEING DIVISION) 8TH KM MANGA RAIWIND ROAD, DIST KASUR, LAHORE, PAKISTAN	
Consigned to the order of TO ORDER OF HSBC LTD., DHAKA, BANGLADESH, BIN: 000002671-0002	
Notify Address (It is agreed that no responsibility shall attach to the carrier or its Agents for failure to notify) COSMOPOLITAN INDUSTRIES (PVT) LTD., FACTORY: KHEJUR BAGAN, BARA ASHULIA, SAVAR, DHAKA, BANGLADESH BIN/VAT REG NO: 00000771673-0403	
Pre-Carriage by	Place of Receipt by Pre-Carrier
Vessel CELSIUS NAPLES V :2201E	Port of Loading KARACHI, PAKISTAN
Port of Discharge CHITTAGONG, BANGLADESH	Place of Delivery CHITTAGONG, BANGLADESH
Marks and Nos.	
Number and Kind of Packages & Description of Goods	
PI # CIPL-03521	353 ROLLS 01X40' H/C CONTAINER STC: 353 ROLLS 353 ROLLS - 35,637 YARDS CFR CHATTOGRAM SEAPORT, BANGLADESH FABRICS FOR 100 PCT EXPORT ORIENTED READYMADE GARMENTS INDUSTRY AS PER BENEFICIARY'S ADDITION PROFORMA INVOICE NOS.: 19397 DATED 23NOV2021 DC NUMBER: BBCKDAK155536 AND DATE: 211223 DOCUMENTARY CREDIT NUMBER BBCKDAK155536, BANGLADESH BANK DC NO.0000285921062380, LCA NO:402905, H.S.CODENOS.5209.32.00, IRC NO.BA-0170503,TIN: 590516243941, BIN/VATREG NO: 000771673-0403 AGAINST SALES CONTRACT NO.CIPL/094/21 AND
FREIGHT PREPAID CONTAINER NO SEAL TDRU-500852-0 311867	Gross Weight SAID TO WEIGH GR: 13613.00 KGS NT: 13048.00 KGS
Measurement	
CONTAINER NO SEAL TDRU-500852-0 311867	
FCL/FCL-CY/CY. SHIPPER LOAD, STOWED & COUNT. ALL DESTINATION CHARGES ON CONSIGNEE'S ACCOUNT.	
ABOVE PARTICULARS AS DECLARED BY SHIPPER - CARRIER NOT RESPONSIBLE - SUBJECT TO OTHER TERMS & CONDITIONS AS ON REVERSE	

BILL OF LADING
 FOR COMBINED TRANSPORT
 SHIPMENT OR PORT TO PORT
 SHIPMENT NOT NEGOTIABLE
 UNLESS CONSIGNED "TO ORDER"

Bill of Lading No.
 ADVBSLKCTG40254



FIRST ORIGINAL

ORIGINAL



Continued on attached list...

Received in good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above. The Particulars as stated above by shipper and the weight, measure, quantity, condition, contents and value of Goods are unknown to the Carrier. Quality, quantity, and nature of the cargo stuffed inside the container by the shipper is unknown to the carrier. One of these Combined Transport Bill of Lading must be surrendered duly endorsed in exchange for the goods. IN WITNESS whereof the original Combined Transport Bills of Lading all of this tenor and date have been signed in the number stated below one of which being accomplished and the other(s) to be void. The contract evidenced by or contained in this bill of lading is governed by the law of Pakistan and any claim dispute arising hereunder or in connection herewith shall be determined by the courts in Pakistan and no other courts. Cargo insurance not provided by the Carriers. In case subject shipment is not loaded on vessel named aforesaid for any reason / is not cleaned / claimed by the consignee and cargo is abandoned at destination or cargo is mis-declared by the shipper subject to any seizure of the shipment at port of loading or port of discharge all charges / penalties / fines / legal fee pertaining to this shipment will be for shipper's account and carrier hold shipper fully responsible for the same. All charges with regard to losses and / or damages to container(s) while empty container(s) is/are returned to lines custody at destination will be on consignee account. Destination THHC, Container Detention charges and all other applicable ancillaries are payable at destination by consignee. The shipment will be held back by carrier/carrier's agent if shipper or consignee owes any money without any responsibility of claims on their part. In case shipment has been rejected by the authorities at the discharging port, re-shipment expenses, demurrage, detention etc. and all freight charges will be on shipper's account. Carrier is not responsible for the condition of cargo. Consignee to pay aforesaid charges including Delivery Order Charges, Ins., Gate Pass, House B/L, Bank Guarantee, Container Service Charges, Washing, Damage, Dirty, Dily, Lift on/off, Empty Delivery Charges and any other charges in addition to those indicated that the Line may levy from time to time as per Line's tariff available on request.

Agent to contact for release of goods BS SHIPPING LINES LTD COLLYER TOWER,BLOCK -G,ROAD -2,PLOT-4, LANE-4,HALISHAHAR HOUSING ESTATE ,CHITTAGONG, BANGLADESH,TEL:88-031-2512564/2513024 FAX:88-031-2524455	Freight payable at KARACHI	Place and date of issue LAHORE 08-FEB-22
Number of Original B/L THREE (3)	Total Freight Amount	For and on behalf of Baltic Lines
BALTIC SHIPPING (PVT) LTD AS AGENT		

ATTACHED LIST

B / L No : ADVBSLCKTG40254

Vessel : CELSIUS NAPLES

Voyage : 2201E

POL : KARACHI, PAKISTAN

POD : CHITTAGONG, BANGLADESH

Container No.	Seal No.	No of Pkgs/Units	Description of Goods	Weight
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FILE NO. CIPL-03521 INVOICE NO KD22-0065

FINANCIAL INSTRUMENT NUMBER:

MCB-EXP-100031-31012022

CBM: 35

Total No of Pkgs/units : 1 x 40'

Total GW : 13613.00 KGS



of the Goods as herein described. However, proof to the contrary shall not be admissible in the Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. ISSUANCE OF THIS BILL OF LADING

By issuance of this Bill of Lading the Carrier assumes liability as set out in these Conditions and

(1) For Port to Port or Combined Transport, undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the Goods are taken in charge to the place designated for delivery in this Bill of Lading.

(2) For the purposes and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the Contract evidenced by this Bill of Lading, but see clause 28 below.

(3) When issued on a Port to Port Basis, the responsibility of the Carrier is limited to that of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contract with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

6. DANGEROUS GOODS INADVERTENTLY

(1) The Merchant shall comply with the 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 him, if need be, the precautions to be taken.

(2) If the Merchant 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 the 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 Merchant shall be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any services incidental thereto.

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

7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

(1) The Merchant 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, quantity, weight and/or volume as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such obligation from the Merchant shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.

(2) Without prejudice to Clause 8 (A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods 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 by a person other than the Carrier, or by defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall defend, indemnify and hold harmless the Carrier against any additional expenses so caused.

(3) It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(4) (a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss or damage to the Goods by such non-compliance.

(b) The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant insulation or any apparatus of the Containers, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

8. EXTENT OF LIABILITY

A. (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes the Goods into his 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 was caused by

(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

(b) insufficiency or defective condition of the packaging or marks and/or numbers;

(c) handling, loading, storage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

(d) inherent vice of the Goods;

(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;

(f) 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;

(g) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(3) The burden of proving that the loss or damage was due to one or more of the above causes or events 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 and events specified in (b) to (g) above, 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 wholly or partly by one or more of these causes or events.

B. When in accordance with Clause 8 A. (1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be (1) determined by the provisions contained in any International Convention or National Law, which provisions

(a) cannot be departed from by private contract, to the detriment of the claimant, and (b) would have applied if the claimant 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 in order to make such International Convention or National Law applicable.

(2) With respect to the transportation in the United States of America or in Canada to the Port of Loading or Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers' obligation under the contracts and tariffs.

9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant,

of the Goods as herein described. However, proof to the contrary shall not be admissible in the Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

11. WAREHOUSE RECEIPT FOR CARGO

(1) Where the Goods are stored in a warehouse or other place before or after their receipt at the place and time specified in the Bill of Lading, the Carrier shall be liable for any loss or damage to the Goods which may occur while they are so stored, provided that the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by

(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

(b) insufficiency or defective condition of the packaging or marks and/or numbers;

(c) handling, loading, storage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

(d) inherent vice of the Goods;

(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;

(f) 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;

(g) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(3) The burden of proving that the loss or damage was due to one or more of the above causes or events 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 and events specified in (b) to (g) above, 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 wholly or partly by one or more of these causes or events.

B. When in accordance with Clause 8 A. (1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be (1) determined by the provisions contained in any International Convention or National Law, which provisions

(a) cannot be departed from by private contract, to the detriment of the claimant, and (b) would have applied if the claimant 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 in order to make such International Convention or National Law applicable.

(2) With respect to the transportation in the United States of America or in Canada to the Port of Loading or Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers' obligation under the contracts and tariffs.

12. DELIVERY

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 thereon, the Carrier shall be entitled to store the Goods or any part thereof at the sole risk of the Merchant, whereupon 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 by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(2) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front thereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a vessel other than the one named on the front thereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any Government or Authority or any person or body acting or purporting to act as or on behalf of such Government or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

13. DEFENCES

The defences and limits of liability provided for in these Conditions shall apply in any actions against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

14. LIABILITY OF OTHER PERSONS

(1) Any person or vessel whatsoever, including but not limited to, the Carrier's servants or agents, any independent contractor or his servants or agents, and all others by whom the whole or any part of the contract evidenced by this Bill of Lading, whether directly or indirectly, is procured, performed or undertaken, shall have the benefit of all provisions in this Bill of Lading benefitting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(2) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

15. METHOD AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front thereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a vessel other than the one named on the front thereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any Government or Authority or any person or body acting or purporting to act as or on behalf of such Government or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(2) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

16. DELIVERY

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 thereon, the Carrier shall be entitled to store the Goods or any part thereof at the sole risk of the Merchant, whereupon 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 by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(2) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front thereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a vessel other than the one named on the front thereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any Government or Authority or any person or body acting or purporting to act as or on behalf of such Government or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

17. FOR HOLDERS OF HOUSE BILLS OF LADING

(1) All destination charges on consignee A/C. The shipment could be held back by carrier/carriers agents if shipper and/or consignee owes any money with no responsibility of claims on their part.

(2) Contents/Condition of cargo unknown carrier/agents at load/discharge ports not responsible for any shortage in contents, mis-declaration of weight/volume/package/description etc. & that all claims/consequences will be on the issuing authority of relevant house B/L(s).

(3) All destination ancillaries on consignee's account.

(4) Line/carrier/agents not responsible for damage to cargo to including but not limited to rot, decay, quality and deterioration.

(5) Carrier not responsible for over storage above recommended loads lines, inherent vice, discoloration, over-ripening and / or rotten

(6) Perishable cargo-carrier not responsible including but not limited to any decay damage however caused to the cargo shipped at shipper's/receiver's own risk and responsibility.

(7) Carrier not responsible for any claims due to over storage above recommended loads lines, inherent vice, discoloration, over-ripening and/or rotten damage.

(8) FOR SPECIAL EQUIPMENTS

(1) If delivery not taken within three days rent @ US \$100/- per day per TEU shall be charge to the consignee.

(2) All destination charges including detention as per special equipment tariff on consignee's account/shipment gear container on at of consignee.

(3) PARAMOUNT DELIVERY CLAUSE

Carrier's liability ceases once cargo is removed from port area.

11. PARAMOUNT CLAUSE:

Line and/or Carriers not liable for any/all claims if delivery of Cargo and/or Container(s) is not taken by Consignee immediately from the Port and/or Terminal from the date of discharge of Cargo and/or Containers.

31(A). Carrier is not liable / responsible for any damages and / or losses however caused to cargo by Vessel / Owners / Master / Agents at Load or Discharge Ports.

contributions to whomever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and, without any liability towards the Merchant.

20. GENERAL AVERAGE

(1) The Carrier may declare General Average, which shall be adjustable according to the York/Antwerp Rules of 1994, at any place at the option of the Carrier and the amended Jasson Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant, shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature, which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

21. NOTICE

Unless notice of loss or damage to the Goods and general nature of it be given in writing to the Carrier or the persons referred to in paragraph 2 of Clause 5 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 thereon under this Bill of Lading, or if the loss or damage be not apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

22. NON DELIVERY

If this Bill of Lading is issued evidencing the Carriers Contract of Carriage by Combined Transport, failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed herein or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the combined transport operation shall, in the absence of the evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost.

Shipper and Consignee are responsible and/or liable for any and all cost or consequences that may arise due to non collection of cargo and/or container(s) by consignees at place of delivery.

23. TIME BAR

The Carrier shall be discharged of all liability under the Terms and Conditions of this Bill of Lading, unless suit is brought within nine months after

(1) the delivery of the Goods, or

(2) the date when the Goods should have been delivered, or

(3) the date when in accordance with Clause 22, failure to deliver the Goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost. In the event that such time period shall be found contrary to any Convention or law compulsorily applicable, the period covered by such Convention or only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained therein.

24. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

25. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained therein.

26. MODIFIED COMBINED TRANSPORT CLAUSE.

In case of a combined transport carriage to or from

1. Australia

2. C I S Countries

3. The Continent of Africa

4. The Middle East which, for the purposes of this Bill of Lading only, is expressly defined as: Afghanistan, Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates and Yemen Arab Republic.

5. India, Pakistan, Bangladesh and Sri Lanka

6. The Peoples Republic of China

the responsibility of the Carrier prior to loading and subsequent to discharge from the vessel at a port of loading or discharge to or from such places, notwithstanding the provisions of 5(2) above, the provisions of 5(3) above will apply in that when the stage of carriage where the loss or damage occurred is known and the Carrier has sub-contracted that stage, the Carrier shall be liable for all claims, limitations and exclusions of liability available to such sub-contractor in the Contract between the Carrier and such sub-contractor and in any law, statute or regulation and the liability of the Carrier shall not exceed the amount recovered, if any, by the Carrier from such sub-contractor.

27. FOR HOLDERS OF HOUSE BILLS OF LADING

(1) All destination charges on consignee A/C. The shipment could be held back by carrier/carriers agents if shipper and/or consignee owes any money with no responsibility of claims on their part.

(2) Contents/Condition of cargo unknown carrier/agents at load/discharge ports not responsible for any shortage in contents, mis-declaration of weight/volume/package/description etc. & that all claims/consequences will be on the issuing authority of relevant house B/L(s).

(3) All destination ancillaries on consignee's account.

(4) Line/carrier/agents not responsible for damage to cargo to including but not limited to rot, decay, quality and deterioration.

(5) Carrier not responsible for over storage above recommended loads lines, inherent vice, discoloration, over-ripening and / or rotten

(6) Perishable cargo-carrier not responsible including but not limited to any decay damage however caused to the cargo shipped at shipper's/receiver's own risk and responsibility.

(7) Carrier not responsible for any claims due to over storage above recommended loads lines, inherent vice, discoloration, over-ripening and/or rotten damage.

(8) FOR SPECIAL EQUIPMENTS

(1) If delivery not taken within three days rent @ US \$100/- per day per TEU shall be charge to the consignee.

(2) All destination charges including detention as per special equipment tariff on consignee's account/shipment gear container on at of consignee.

(3) PARAMOUNT DELIVERY CLAUSE

Carrier's liability ceases once cargo is removed from port area.

11. PARAMOUNT CLAUSE:

Line and/or Carriers not liable for any/all claims if delivery of Cargo and/or Container(s) is not taken by Consignee immediately from the Port and/or Terminal from the date of discharge of Cargo and/or Containers.

31(A). Carrier is not liable / responsible for any damages and / or losses however caused to cargo by Vessel / Owners / Master / Agents at Load or Discharge Ports.