

## TERMS AND CONDITIONS

## 1. DEFINITIONS

"Carrier" means the Party named on the face of the documents as being the Carrier.  
 "Shipper" includes the Shipper, Holder, Consignor or Consignee or any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person.  
 "Holder" means any Person to the title being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of the Bill of Lading or otherwise.  
 "Person" includes an individual, group, company or other entity.  
 "Sub-contractor" includes the Shipper, Holder, Consignor or Consignee or the Carrier's, stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage and any sub-contractors thereof.  
 "Goods" includes all cargo, including but not limited to, any equipment or container or any break bulk cargo not supplied by or on behalf of the Carrier.  
 "Container" includes any container, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any ancillary equipment.  
 "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods by this Bill of Lading.  
 "Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.  
 "Freight" means the charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.  
 "The Car Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25<sup>th</sup> August, 1924 and includes the amendments by the Protocol signed at Brussels on 23<sup>rd</sup> September, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading (it is expressly provided that nothing in this Bill of Lading shall implement Article X(c) of said Rules as amended by said Protocol).

## 2. CARRIER'S TARIF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to container and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are available to the Carrier or to the Holder, upon request, in the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## 3. WARRANTY

The Merchant warrants that in agreeing to the terms and conditions hereof he is, or has the authority of, the Person who is lawfully and exclusively the owner of the Goods and this Bill of Lading.

## 4. SUB CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.  
 (2) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be responsible for any loss or damage to the Goods or for any loss or damage to the Carrier or for any loss or damage to the vessel which arises or results directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.  
 (3) With respect to the general provisions of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity whatsoever nature, applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every servant and agent of the Carrier acting as aforesaid.  
 (4) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.  
 (5) The Merchant agrees to indemnify the Carrier for any claim or damage which may be made against the Carrier or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.  
 (6) The Merchant agrees to indemnify the Carrier for any claim or damage which may be made against the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chapering space on the carrying vessel.  
 (7) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods, or the Carriage of the Goods, or the loss or damage arising out of the Carriage of the Goods, or any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

## 5. CARRIER'S RESPONSIBILITY

**Port-to-Port Shipment**  
 (1) When loss or damage has occurred between the time of loading of the Goods by the Carrier at the Port of Loading and the time of discharge by the Carrier at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with English law making the Hague-Visby Rules compulsory applicable to the Bill of Lading.  
 (2) However the Carrier shall be under no liability whatsoever for loss of or damage to the Goods occurring, if such loss or damage arises prior to or subsequent to the discharge of the vessel. Notwithstanding the above, in the event that the applicable commodity law provides the contrary, the Carrier shall have the benefit of every right, defence, limitation and liability in the Hague-Visby Rules or the Hague Rules, notwithstanding that the Merchant is not an owner of the vessel. In the event that the Bill of Lading covers a shipment to or from the USA, however, COGSA shall be applicable before the Goods are loaded on or after they are discharged from the vessel.  
 (3) Where notice of loss or damage is given in writing to the Carrier or his agent at the Port of Discharge before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage is not apparent, within three (3) days, such removal shall be prima facie evidence of loss of or damage to the Goods as described in the Bill of Lading and such loss or damage shall be deemed to be due to circumstances which are not the responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a container has been delivered to the Merchant, the Merchant must prove that the loss or damage did not occur during the period after delivery, when the container was in the custody of the Merchant.  
 (4) Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid. The value of the goods shall be calculated according to the invoice value plus freight and insurance if paid, or to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. The value of the goods shall in any case not be higher than the invoice value plus freight and insurance if paid.  
 (5) In the event that the Bill of Lading covers a shipment from or to the USA COGSA shall also be applicable and this Bill of Lading covers a shipment from or to the USA COGSA shall apply. COGSA shall also be applicable before the goods are loaded on or after they are discharged from the vessel.

## 6. CARRIER'S RESPONSIBILITY

**Combined Transport**  
 If Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable to the Port of Loading, to the Place of Delivery, in accordance with the terms and conditions of this Bill of Lading. The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:  
 (1) **If the stage of the Carriage during which loss or damage occurred is not known**  
 (a) Exclusions  
 (i) if the loss or damage occurred during which the loss or damage occurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:  
 (i) an act or omission of the Merchant.  
 (ii) an act of negligence or of defective condition of packing or marking.  
 (iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.  
 (iv) inherent vice of the Goods.  
 (v) any lock-out, stoppage or restraint of labour from whatever cause, whether partial or general, arising from a nuclear incident.  
 (vi) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable care and diligence.  
 (vii) compliance with instructions of any Persons entitled to give them.  
 (b) Burden of proof  
 (i) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6 (1) shall rest upon the Carrier. Save that if 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 Clause 6(1)(a) (i) (ii) or (iv) it shall be presumed that it was so caused. The Merchant shall however be entitled to prove that the loss or damage was not, in fact, caused by one or more of these causes or events.  
 (ii) Limitations of Liability  
 (i) Except as provided in Clauses 7(2) and 7(3) if Clause 6(1) operates total compensation shall in no circumstances exceed the net invoice value plus freight and insurance of the Goods and the net invoice value plus freight and insurance (SDR means Special Drawing Right as defined by the International Monetary Fund).  
 (2) **If the stage of the Carriage during which the loss or damage occurred is known**  
 Notwithstanding anything provided for in clause 6 (1) and subject to clauses 15 and 22 if it is known during which stage of the Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined:  
 (a) by the provisions contained in any international convention or national law which provisions –  
 (i) are not in conflict with any of the provisions of this Bill of Lading, and  
 (ii) would have applied if the Merchant had made a separate and direct contract to the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof a particular document which was issued in conformity with an international convention or national law applicable, or  
 (b) if no international convention or national law would apply by virtue of clause 6(2) (a) by the Hague Rules Articles 1 and 2, or by the provisions of Clause 6(1) of the provisions of Clause 6(2) (a) and (b) and do not apply.  
 For the purpose of Clause 6(2) references in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

## (3) If the Place of Receipt or Place of Delivery is not named on the face hereof

(a) If the Place of Receipt is not named on the face hereof the Carrier shall be under no liability whatsoever for loss or damage to the Goods, however occurring if such loss or damage arises prior to loading onto the vessel.  
 (b) If the Place of Delivery is not named on the face hereof the Carrier shall be under no liability whatsoever for loss or damage to the Goods, however occurring, if such loss or damage arises subsequent to discharge from the vessel.

## 4. Notice of Loss or Damage

Unless Clause 34 applies, the Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the Place of Delivery (or Port of Discharge) in the time and manner specified in this Clause 15 and at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading.

## 5. Time-bar

Unless Clause 34 applies the Carrier shall be discharged of all liability whatsoever in respect of the Goods, unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or, if the Goods are lost, ten months after the date of issue of this Bill of Lading.

## 7. SUNDRY LIABILITY PROVISIONS

## (1) Basis of Compensation

Unless Clause 34 applies, compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid. The value of the goods shall be calculated according to the invoice value plus freight and insurance if paid, or to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. The value of the goods shall in any case not be higher than the invoice value plus freight and insurance if paid.

## (2) Hague Rules Limitation

If the Hague Rules are applicable by national law the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law in the event of liability of the Carrier the liability shall in no event exceed £1,000 sterling per package or unit.

## (3) Valorem

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and that higher compensation than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated on this Bill of Lading and extra Freight is paid, if required. In that case the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

## (4) Delay

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage caused by delay.

## (5) Scope of Application

(a) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Carrier, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.  
 (b) In the event of a defence, limitation or exemption provided for in this Bill of Lading shall also apply in any action against the Carrier for loss or damage or delay, however occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness.  
 (c) Save as is otherwise provided for in this Bill of Lading, the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage or loss of profits.

## (6) Inspection by Authorities

At the place where the Container is at any place, a Container has to be opened for the Goods to be inspected the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking from the Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

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## 8. SHIPPER-PACKED CONTAINERS

(1) The Carrier shall not be liable for loss of or damage to the Goods caused by:  
 (a) the manner in which the Container has been packed, or  
 (b) the unsuitability of the Goods for Carriage in the Container supplied, or  
 (c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls or other equipment provided, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed,  
 (d) packing refrigerated Goods that are not at the correct temperature for Carriage.

(2) The Shipper is responsible for the packing, securing and sealing of all Shipper-Packed Containers and, if a Shipper-Packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Goods shall not be liable for loss or damage to the Goods or for any loss or damage to the Carrier or for any loss or damage to the vessel which arises or results directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.  
 (3) The Merchant shall indemnify the Carrier against any loss or damage, liability or expense whatsoever and however arising caused by or more of the matters referred to in Clause 8(1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 8 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the proviso referred to in that Clause applies.

## 9. INSPECTION OF GOODS

The Carrier is permitted to whom the Carrier has sub-contracted for any Person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

## 10. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time during the Carriage, the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods the Carrier may without notice to the Merchant (but as his agent only) take any measure(s) and/or incur any additional expense to carry on to continue the Carriage, and/or seal or dispose of the Goods, and/or abandon the Carriage, and/or take any other action, including the sale, under any circumstances, whichever the Carrier, in his absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

## 11. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Total No. of Containers/Packages received by the Carrier".  
 (2) Except as provided in Clause 11 (1) no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.  
 (3) If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or Order for Goods are included in this Bill of Lading, the Carrier is not a party to such documents and the Carrier, in respect of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way shall constitute an acknowledgment of value. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

The Merchant acknowledges that except when the provisions of Clause 7(3) apply, the value of the Goods is unknown to the Carrier.

## 12. SHIPPERS' / MERCHANT'S RESPONSIBILITY

(1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading.  
 (2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overlaid have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are in conformity with the description and particulars set out overlaid.  
 (3) The Merchant shall indemnify the Carrier against all Claims, loss, damage, fines and expenses arising or resulting from any breach of any of the warranties in Clause 12(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.  
 (4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, interests, expenses or loss (including without prejudice to the generality of the foregoing) for the carriage of the Goods and for the Carriage of the Goods, and for the Carriage of the Goods, to comply, by or reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.  
 (5) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the Containers with any and all payments of Freight to such Person to whom the Carrier's servants or agents, within the time prescribed. Should a Container not be returned within the time prescribed in the Tariff the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.  
 (6) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant whilst in his control. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers. Merchants are deemed to be aware of the dimensions of any Container released to the Carrier.

## 13. FREIGHT

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and nonreturnable in any event.  
 (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.  
 (3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars are incorrect, the Carrier may recover additional Freight from the Merchant whether or not the Carrier in accordance with the applicable Tariff.  
 (4) Freight has been calculated on the basis of the Carrier's costs as liquidated at the time the contract or Carriage is made. Should in an emergency there be any subsequent substantial change in those costs (including but not limited to additional charges for demurrage, detention and/or Quays) and/or any such place or place designated by the Carrier is Freight is prepaid or collect and whether or not Carriage has commenced.  
 (5) All Freight shall be paid without any set off counterclaim, deduction or stay of execution before delivery of the Goods.  
 (6) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be acting as the Merchant's agent for the purposes of this Clause and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

## 14. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill of Lading and for all contributions to whatsoever due. The Carrier shall also have a lien against the current Holder of the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. In any event any lien shall extend to cover the cost of recovering the sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

## 15. OPTIONAL STOWAGE AND DECK CARGO

(1) The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.  
 (2) Goods whether or not packed in Containers may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be carried under the definition of Goods for the purposes of the Hague Rules and shall be carried subject to these Rules.  
 (3) Notwithstanding Clause 15(2) in the case of Goods which are stowed on the face thereof as being carried on deck and which are so carried the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss of or damage to the Goods.

## 16. METHODS AND ROUTES OF CARRIAGE

(1) The Carrier may at any time and without notice to the Merchant:  
 (a) use any means of Carriage whatsoever;  
 (b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying them on another vessel than that named on the face hereof;  
 (c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;  
 (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route); and  
 (e) load or unload the Goods at any place or port (whether or not such port is named over leaf on the face of the Port of Loading) that indicates on the Bill of Lading, or to which the use of Goods consisted to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Clause 17(a), then, notwithstanding the provisions of Clause 16 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine.  
 (2) If the Carrier is affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and however arising (even though the hindrance, risk, delay, difficulty or disadvantage is not caused by the Carrier) at any time the contract was entered into or the Goods were received for Carriage the Carrier (whether or not the Carriage is commenced) may without prior notice to the Merchant and at the sole discretion of the Carrier either:  
 (a) Carry the Goods to the contracted Port of Discharge or Place of Delivery whichever is applicable, by an alternative route that indicates on the Bill of Lading, or to which the use of Goods consisted to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Clause 17(a), then, notwithstanding the provisions of Clause 16 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine.  
 (b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible to the Carrier. The Carrier makes no representation as to the responsibility of the Carrier in respect of the Goods stored ashore or afloat upon the terms of this Bill of Lading and the Merchant shall pay any additional charges for the Carriage, to, and delivery and storage at, such place or port.  
 (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage and the Merchant shall pay any additional charges for the Carriage, to, and delivery and storage at, such place or port.

## 17. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and however arising (even though the hindrance, risk, delay, difficulty or disadvantage is not caused by the Carrier) at any time the contract was entered into or the Goods were received for Carriage the Carrier (whether or not the Carriage is commenced) may without prior notice to the Merchant and at the sole discretion of the Carrier either:  
 (a) Carry the Goods to the contracted Port of Discharge or Place of Delivery whichever is applicable, by an alternative route that indicates on the Bill of Lading, or to which the use of Goods consisted to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Clause 17(a), then, notwithstanding the provisions of Clause 16 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine.  
 (b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible to the Carrier. The Carrier makes no representation as to the responsibility of the Carrier in respect of the Goods stored ashore or afloat upon the terms of this Bill of Lading and the Merchant shall pay any additional charges for the Carriage, to, and delivery and storage at, such place or port.  
 (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage and the Merchant shall pay any additional charges for the Carriage, to, and delivery and storage at, such place or port.

## 18. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and this Bill of Lading shall not constitute notice to the Carrier in any liability nor relieve the Merchant of any obligation hereunder.  
 (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2), or if the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if they are in Containers and to store the Goods ashore, afloat or on land, or to dispose of the same in any manner the Merchant shall see fit. The Merchant shall be deemed to have accepted the Goods and to have taken delivery of the Goods at the time the Merchant, such storage shall constitute duty hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Merchant) shall be deemed to be paid in full to the Carrier.  
 (3) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 18(2), or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may without prejudice to any other rights or remedies available to it, sell, dispose of or otherwise dispose of the Goods by any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of the Bill of Lading.  
 (4) If at the place where the Carrier is entitled to call upon the Merchant to take delivery of Goods under Clause 18(2) the Merchant fails to take delivery of the Goods within the time provided for in the Carrier's applicable Tariff, the Carrier shall constitute duty hereunder to the Merchant of the Goods.

(5) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of Clause 18 (2) and/or to mitigate any loss or damage the Carrier shall be deemed to be a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(6) In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply only to the extent provided by the applicable Tariff until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. Once the applicable Tariff ceases to apply, the Carrier shall be deemed to have accepted the Goods and the Carrier shall then be under no liability whatsoever for loss, damage or delay to the Goods, however arising.

## 19. FCL MULTIPLE BILL OF LADING

(1) FCL will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single Place of Delivery. In the event of the Merchant requiring multiple Bills of Lading, the Merchant shall be deemed to have accepted the Bills of Lading have been surrendered, deliver them to the Merchant on an LCL Basis. Such delivery shall constitute duty hereunder but will only be effected against payment by the Merchant of LCL Service Charges and any other charges for the Goods (as laid down in the Tariff) together with all actual costs incurred for any additional services rendered.  
 (2) This is an FCL Multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overlaid to the effect that it is "One of 'n' part cargoes in the Container") then the Goods detailed overlaid are said to comprise part of the contents of the Container. If the Carrier is required to deliver the Goods under this Bill of Lading then the Carrier shall act as agent of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, however arising.

## 20. GENERAL AVERAGE &amp; SALVAGE

(1) In the event of accident, damage or disaster before or after the commencement of the voyage, resulting from any cause, whether or not negligence or not, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the purpose of saving the vessel and the cargo.  
 (2) Any general average on a vessel operated by the Carrier shall be adjusted according to the York-Antwerp Rules of 1974 or any subsequent amendment thereto at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier. Any general average on a vessel not operated by the Carrier (whether a cargo or inland waterway vessel) shall be adjusted according to the York-Antwerp Rules of 1974 or any subsequent amendment thereto at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier. Any general average on a vessel not operated by the Carrier (whether a cargo or inland waterway vessel) shall be adjusted according to the York-Antwerp Rules of 1974 or any subsequent amendment thereto at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier. 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