



COMBINED TRANSPORT BILL OF LADING

SHIPPER	SHIPPER'S REF.	BILL OF LADING NO.
	F/AGENT & REFERENCE	
CONSIGNEE (not negotiable unless consigned "to order" or "to order of " a named Person or "to order of bearer")	FOR CARGO RELEASE, PLEASE CONTACT :	
NOTIFY PARTY (see clause 22)	SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)	
PLACE OF RECEIPT	PORT OF LOADING	PRE-CARRIAGE BY (only applicable for Combined Transport from Place of Receipt - see clauses 1 + 6)
VESSEL (see clauses 1 + 19)	VOYAGE NO.	DOCK RECEIPT NO. NUMBER OF ORIGINAL BS/L
PORT OF DISCHARGE	PLACE OF DELIVERY	SHIPPER DECLARED VALUE US\$(see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO. MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER

FREIGHT AND CHARGES	PREPAID	COLLECT	
			<p>RECEIVED by the Carrier from the Shipper, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein, the total number or quantity of Containers or other packages or units indicated in the box above entitled "Total No. of Containers or Packages Received by Carrier" for Carriage from the Port of Loading (or the Place of Receipt, if mentioned above) to the Port of Discharge (or the Place of Delivery, if mentioned above), such Carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF)</p> <p>In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant.</p> <p>IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and wherever one original Bill of Lading has been surrendered any others shall be void.</p> <p>PLACE AND DATE OF ISSUE</p> <p>Signed for the Carrier, DSL Star Express, Inc.</p> <p>by _____</p> <p>For Maersk Logistics (xxx) Limited as agent of the Carrier</p>
TOTAL			

COMBINED TRANSPORT BILL OF LADING LARGE PRINT VERSION AVAILABLE ON REQUEST

1. DEFINITIONS

"Carriage" means the whole or any part of the carriage, loading, unloading, stowing, warehousing, handling and any other services whatsoever undertaken by the Carrier in relation to the Goods specified in the relevant sections.

"Carrier" means DSI, Star Express, Inc. of Giralda Farms, Madison Avenue, Madison NJ 07940, United States of America.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant sections.

"Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to the bill of lading. If it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the said Rules as amended by said Protocol.

"Holder" means any Person for the time being in lawful possession of this bill of lading to or in whom rights of stow or liability under this bill of lading have been transferred or vested.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and any other Person acting on behalf of such Person.

"Package" where a Container is loaded means more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container and entered in the box on the reverse side hereof entitled "Total No. of Containers or Packages received by Carrier" are each deemed a Package.

"Person" includes an individual, corporation, or other legal entity.

"Port-to-Port Shipment" arises if the Carriage is not Combined Transport.

"BDR" means a special drawing right as defined by the International Monetary Fund.

"Subcontractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, rail and air transport operators, warehousemen and any independent contractors employed by the Carrier in performing the Carriage and any other relevant Subcontractors, servants and agents thereof whether in direct contractual privity or not.

"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.

"US COGSA" means the United States Carriage Act of 1924.

"Vessel" means any water borne craft used in the Carriage under this Bill of Lading, which may be a feeder vessel or an ocean vessel.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Copies of the applicable Tariff are obtainable from the Carrier 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, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

4. SUBCONTRACTING

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever in respect of any part of the Carriage.

4.2 The Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or subcontractor of the Carrier, which imposes or attempts to impose upon them or any of them or is chartered by or for them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier from all consequences thereof.

The Carrier and Subcontractor shall have the benefit of all terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 26 hereof the law and jurisdiction clause, as if such Terms and Conditions (including clause 26 hereof) were expressly for their benefit and entered into by them and the Carrier under this bill of lading. The Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

5. CARRIER'S RESPONSIBILITY - PORT-TO-PORT SHIPMENT

5.1 Where the Carriage is Port-to-Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Discharge shall be as provided in accordance with any applicable Tariff and US COGSA for shipments to or from the United States of America) or in any other case in accordance with the Hague Rules Articles 1-8 inclusive only.

5.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods which is actual or constructive loss occurring before loading or after discharge, howsoever caused. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Rules as amended by said Protocol in relation to the Carriage.

5.4 In the event that the Merchant requests the Carrier to deliver the Goods: (a) at a port other than the Port of Discharge; or (b) (save in the United States of America) at a place of delivery instead of the Port of Discharge, then the Carrier shall, at the request of the Merchant, request, such further Carriage will be undertaken on the basis that the Terms and Conditions of this bill of lading are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

6. CARRIER'S RESPONSIBILITY - COMBINED TRANSPORT

Where the 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, and, save as is otherwise provided for in this bill of lading, the Carrier shall be liable for loss or damage occurring during the Carriage up to the extent set out below:

(a) Exclusions

The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

- an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor,
- compliance with instructions of any Person entitled to give them,
- insufficient or defective condition of packing or marks,
- inherent, loading, unloading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf,
- inherent vice of the Goods,
- strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general,
- any other act or omission of the Merchant or Person acting on behalf of the Merchant or any Person acting on his behalf,
- any consequence or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

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) to (v) or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in clauses 7.2(a), (b) or 7.3, if clause 6.1 operates, total compensation shall under no circumstances whatsoever and howsoever arising exceed USD 500 per package where Carriage includes Carriage to, from or through a port or place in the United States of America or other cases 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

6.2 Where the stage of Carriage where the loss or damage occurred is known, Notwithstanding anything provided for in clause 6.1 and subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

- by the provisions contained in any international convention or national law which provisions:

- cannot be departed from by private contract to the detriment of the Merchant, and
- which would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the Carriage during the Carriage during which the loss or damage occurred and received evidence thereof any particular document which must be issued if such international convention or national law shall apply; or
- in case of shipments to or from the United States of America by the Port of Loading or the Port of Discharge if the loss or damage is known to have occurred during Carriage by sea to or from the USA or during Carriage to or from a container yard or container freight station in immediately adjacent to the sea terminal at the Port of Loading or of Discharge in ports of the USA; or
- in any other case in accordance with the Rules and provisions of clauses 6.2(a) or (b) not apply if the loss or damage is known to have occurred during Carriage by sea; or
- if the loss or damage is known to have occurred during Carriage inland in land in accordance with the Rules and provisions of clauses 6.2(a) or (b) not apply if the loss or damage occurred or, in the absence of such contract or tariff by the provisions of clause 6.1, and in either case the law of the State of New York will apply; or
- where the provisions of clause 6.2(a), (b), (c) and/or (d) above do not apply, then the Carrier shall be liable for loss or damage to or in the goods in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 6.1. For the purposes of clause 6.2 references in the Hague Rules to carriage by sea shall be deemed to include carriage by all waterborne Carriage and the Hague Rules shall be construed accordingly.

6.3 If the Place of Receipt or Place of Delivery is not named on the reverse hereof the Carrier shall be under no liability whatsoever for loss or damage to or in the Goods:

- If the Place of Receipt is not named on the reverse hereof and such loss or damage arises prior to loading on the vessel; or
- If the Place of Delivery is not named on the reverse hereof, if such loss or damage arises after discharge from the vessel, save that where US COGSA applies then the provisions stated in said Act shall govern before loading on to and after discharge from any vessel and during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

6.4 Where the Merchant requests, and the Carrier agrees to amend the Terms and Conditions of this bill of lading are to apply until the Goods are delivered to the Merchant at such amended Place of Delivery.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, the Carrier shall be liable for loss or damage to or in the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they were delivered substituted for the actual market value. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.2 Save as is provided in clause 7.3:

- Where the Hague Rules apply, the Carrier's liability shall by virtue of clause 5.1 or clause 6.2(a) of the Carrier's bill of lading in no event exceed the amounts provided in the applicable national law. If the Hague Rules Articles 1-8 only apply pursuant to clauses 5.1 or 6.2(c) the Carrier's maximum liability shall not exceed USD 500 per package or unit delivered to the Merchant.
- Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 5.1 or 6.2(b) neither the Carrier nor the Vessel shall in any event be or become liable in an amount in excess of USD 500 per package or unit delivered to the Merchant.
- In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided in this bill of lading will be claimed only with the consent of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Shipper Declared Value" on the reverse hereof and extra freight paid. In that case, the amount of the compensation shall be limited to the amount of such extra freight only. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4 Nothing in this bill of lading shall operate to limit or deprive the Carrier of any right of subrogation, defence, set-off or other rights or remedies available by any applicable law, statute or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying ship or vessel.

8. GENERAL

8.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or within any particular time limit, and, without prejudice to the above, the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay, and/or loss or damage to or in the Goods or any documents relating to such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the Carriage.

8.2 Save as is otherwise provided herein, the Carrier shall under no circumstances be liable for loss or damage to or in the Goods or any documents arising from any other cause whatsoever or for loss of profit.

8.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop the Carriage or interfere with the Carrier's intended manner of performance of the Carriage or to require the Carrier to exercise any right of stoppage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants, agents or any other persons or entities by any such direct or indirect Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of the Merchant, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but not limited to, the liability of the Carrier for loss or damage to or in the Goods as described in and/or payment for the Goods) involving any one or more party defined herein as the Merchant as between themselves or with any third party other than the Carrier and the liberties provided for in clauses 19 and 20 shall not be affected.

8.4 The Terms and Conditions of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

9. NOTICE OF LOSS, TIME BAR

Unless notice of loss, time bar and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery or the Port of Discharge, or to the carrier or his agents at the custody of the Merchant or if the loss or damage is not apparent within three 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. In any event, the Carrier shall be relieved of liability for loss or damage to or in the Goods if such loss or damage is brought within nine months after their delivery or the date when they should have been delivered.

10. DEFENCES AND LIMITATIONS FOR THE CARRIER

The Terms and Conditions of whatever nature provided for in this bill of lading shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including, but not limited to, the liability of the Carrier for loss or damage to or in the Goods) and whether the action is founded in contract, bailment or tort and even if the loss or damage arose as a result of seaworthiness, negligence or fundamental breach of contract.

11. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by the Carrier:

11.1 This bill of lading shall be a receipt only for such a Container;

11.2 The Carrier shall not be liable for loss or damage to the contents and the goods packed in the Container against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matters beyond his control including, inter alia, (a) the manner in which the Container has been packed; or (b) the unsuitability of the Goods for carriage in Containers; or (c) the unsuitability or defective condition of the Container or the incorrect stowage, lashing, securing, bracing or other securing of the goods in the Container, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

11.3 The Merchant is responsible for the packing and sealing of all shipper-packed Containers and for the lashing, securing, bracing or other securing of the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

11.4 The Shipper shall inspect Containers before packing them and the use of such containers shall be prima facie evidence of their being sound and suitable for use.

12. PERISHABLE CARGO

12.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless it is specifically stipulated on the reverse side of this bill of lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of the nature and the required temperature and other setting of the thermostat, ventilation or other special controls to the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss or damage to the Goods howsoever arising.

12.2 The Merchant shall not be liable for loss or damage to or in the Goods if the designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the nature and the required temperature and other setting of the thermostat, ventilation or other special controls to the Carrier. It is not guaranteed the maintenance of any intended level of humidity inside any container.

12.3 The term "apparent good order and condition" when used in this bill of lading in reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received were verified by the Carrier as being at the carrying temperature, humidity level or other conditions specified on the reverse hereof.

12.4 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, equipment or other facilities, or from the failure of the Carrier to exercise any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

13. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, the Carrier may refuse to receive the Goods, or to take any further action in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which, sale, disposal, abandonment or storage shall be deemed to constitute a discharge of the Carrier's obligations under the Carriage and the Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

14. DESCRIPTION OF GOODS

14.1 This bill of lading shall be prima facie evidence of the receipt by the Carrier of the Goods and of the nature and quantity of the Goods, of the total number of Containers or other Packages or units entered in the box on the reverse side hereof entitled "Total No. of Containers or Packages received by Carrier".

14.2 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.

14.3 The Carrier warrants to the Merchant that the particulars relating to the Goods as set out on the reverse hereof 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 lawful goods, and contain no dangerous or otherwise prohibited or restricted goods, and that the Goods will not cause loss damage or expense to the Carrier, or to any other cargo during the Carriage.

14.4 If any particulars of any Letter of Credit and/or Import License and/or other documents relating to the Carriage are included in or attached to which the Carrier is not a party, are shown on the face of this bill of lading, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not constitute a declaration of value and in no way increases the Carrier's liability under this bill of lading.

15. MERCHANT'S RESPONSIBILITY

15.1 All of the Persons coming within the definition of Merchant in clause 1 hereof shall be deemed to be the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this bill of lading.

15.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any failure to comply with the obligations of the Merchant under this bill of lading, and/or in connection with the Carriage of any goods in connection with the Goods for which the Carrier is not responsible.

15.3 The Merchant shall comply with all regulations or requirements of customs, immigration, health, quarantine and other authorities and the Carrier against all duties, taxes, fines, imposts, expenses, damage, delay attorney fees or losses (including, without prejudice to the generality of the foregoing, any additional Carriage undertaken) incurred or suffered by the Merchant or the Carrier, or by reason of any illegal, incorrect, untrue or insufficient declaration, marking, numbering or addressing of the Goods.

15.4 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as when they were received by the Carrier, within the time and manner prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

15.5 Containers returned to the Carrier for packing, unpacking or for any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

16. FREIGHT, EXPENSES AND FEES

16.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Goods or Containers and examine the same, and the Carrier shall be liable for the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier, and shall be payable in full by the Merchant.

16.3 All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery of the Goods.

16.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relating to Freight in the Tariff. The Merchant shall be liable for any loss or damage to or in the Goods (including but not limited to, the liability of the Carrier for loss or damage to or in the Goods) and whether the action is founded in contract, bailment or tort and even if the loss or damage arose as a result of seaworthiness, negligence or fundamental breach of contract.

16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.

16.6 The Carrier shall be liable for any loss or damage to or in the Goods for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or holder of the bill of lading shall be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

17. LIEN

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 whatsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise its lien at any time and at any place in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, with or without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

18. OPTIONAL STOWAGE, DECK CARGO AND LOSTOCK

18.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

18.2 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated on the reverse side of this bill of lading that the Goods shall be carried on deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on-deck carriage. Save as provided in clause 18.3, such Goods (except livestock) carried on or under deck and whether or not stowed to be carried on deck shall participate in general average and shall be subject to the provisions of clause 18.4. The purpose of the Hague Rules or US COGSA shall be carried subject to such Rules or Act, whichever is applicable.

18.3 Goods (not being Goods stowed in Containers other than flats or pallets), which are stowed, secured, carried, lashed, dunnage, secured, secured or carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature and delay arising during the Carriage

whether caused by seaworthiness or negligence or any other cause whatsoever and neither the Hague Rules nor US COGSA shall apply.

19. METHODS AND ROUTES OF CARRIAGE

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

- use any means of transport or storage whatsoever;
- transfer the Goods from one conveyance to another including transhipping or carrying the same on a vessel other than the vessel named on the reverse hereof and to any other conveyance or other mode of transport or transhipment or forwarding of the Goods may not have been contemplated or provided for herein;
- unpack and remove the Goods which have been packed into a Container and carry the same on a vessel other than the vessel named on the reverse hereof;
- sell without publicity, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading and the Port of Discharge) once or more often and in any order or in the order of the Carrier's discretion to or beyond the Port of Discharge once or more often;
- load and unload the Goods at any place or Port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and to store the Goods at any such port or place;
- comply with any orders or recommendations given by any government or authority or any Person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any other basis the right to give orders or directions.

19.2 The liberties set out in clause 19.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or bunkering or disembarking any persons), undergoing repairs and/or drying-docking, towing or being towed, assisting other vessels, making trials trips and adjusting instruments. Anything done or not done in accordance with clause 19.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

20. MATTERS AFFECTING PERFORMANCE

If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising, the Carrier may, at its option, and without prejudice to its rights and obligations (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

- Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this bill of lading, and for such purposes the Goods may be assigned to the contracted Place of Delivery. If the Carrier elects to invoke the clause 19.1, he shall be entitled to charge such additional Freight as the Carrier may determine; or
- Suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of any contract of storage entered into by the Carrier as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 20(b) then, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight and Costs as the Carrier may determine; or
- 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 sound.

20.4 Where the Carrier invokes any of the provisions of clause 20, such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route or to suspend the Carriage under clause 20(b) this shall not prejudice his right subsequently to abandon the Carriage.

21. DANGEROUS GOODS

21.1 No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material), or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, national or international classification, shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and suitably labelling the same, and without complying with the nature and character of any such Goods and also to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable, or damaging nature, the Carrier may at any time, and without compensation to the Merchant and without prejudice to the Carrier's right to Freight and, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

21.2 The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to such Goods.

21.3 The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the provisions of clause 21.1, 21.2 or 21.3, including any sums taken by the Carrier under clause 21.1 whether or not the Merchant was aware of the nature of such Goods.

21.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

22. NOTIFICATION AND DELIVERY

22.1 Any mention in this bill of lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

22.2 The Merchant shall take delivery of the Goods within the time provided for in the applicable Tariff. If the Merchant fails to do so, the Carrier may continue to store the Goods in its warehouse, wharf, yard or other place where the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

22.3 If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its option, and without notice to the Merchant, exercise any rights which he may have against the Merchant without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale to the payment of the sums due to the Carrier from the Merchant in respect of this bill of lading.

22.4 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

22.5 The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or deliver the Goods to more than one receiver. In such event the Carrier shall not be liable for any loss or damage or any shortages or discrepancies of the Goods, which are found upon the unpacking of the Container.

23. BOTH-TO-BLAZME COLLISION AND NEW JASON CLAUSE

The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request are hereby incorporated herein.

24. GENERAL AVERAGE AND SALVAGE

24.1 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 1954, this covering all Goods carried on or under deck. General average on a vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that vessel.

24.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special contribution shall be provided by the Merchant to the Carrier within 10 days of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

25. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any Terms and Conditions of this bill of lading unless the power or variation is ratified in writing by the Carrier.

26. LAW AND JURISDICTION

Whenever clause 6.2(d) and/or whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United States of America or otherwise, that stage of the Carriage is to be governed by United States Law and the courts of the United States Federal District Court of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, this bill of lading shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of any other country.