



TERMS AND CONDITIONS

1. CARRIER'S RESPONSIBILITY

The Carrier undertakes responsibility from the place of receipt of named herein or from the port of loading to the port of discharge or the place of delivery if named herein as follows:

(1) **CLAUSE PARAMOUNT:** This bill of lading incorporates and is subject to the Carriage of Goods by Sea Act. The liability of Carrier under this freight bill shall not exceed in any respect the liability imposed on the carrier by or for which the carrier may contract under said Carriage of Goods by Sea Act. The provisions of said Act shall govern prior to loading and subsequent to discharge at all times and places permitted by law, to the fullest extent permitted by law, except in the event it is not known whether the loss or damage occurs at sea, the loss or damage shall be presumed to have occurred during sea carriage and the liability shall be as provided below.

(2) Carrier customarily transports goods by sea by means of vessels owned and operated by others than itself, and receives bills of lading covering goods so transported from the owner or operator of such vessels. The liabilities of Carrier hereunder shall not exceed the liabilities of said ship owner, or ship operator, under its bill of lading, and if there is any loss, damage to, or delay in delivery, or a failure to deliver goods pursuant to said bill of lading for which the owner or operator of said vessel is not liable, Carrier shall not be liable.

(3) If it can be proved that the loss or damage occurred while the Goods were in the custody of an inland carrier, the liability of the Carrier and the limitation thereof shall be determined in accordance with the inland carrier's contracts of carriage and tariffs, or in the absence of such contracts or tariffs, in accordance with the internal laws of the State where the loss or damage occurred.

(4) In no event shall the liability of the Carrier exceed the amount of compensation payable under Clause 2.

(5) Nothing in this Bill of Lading, expressed or implied, shall be deemed to waive or operate to deprive the Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

2. THE AMOUNT OF COMPENSATION

(1) In no event shall the Carrier be or become liable for any loss of or damage to or in connection with the Goods in an amount exceeding \$500 per package, or per customary freight unit if not shipped in packages, unless in each such case, the Shipper declares the value of the Goods on the face hereof prior to shipment and elects to pay the regular freight rate plus 2% of the declared value as an ad valorem surcharge. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(2) For the purpose of determining Carrier's liability under the Carriage of Goods by Sea Act the package shall be the steamship container. Where Carrier combines several small packages or other units of goods into a container for transportation by sea, said container shall be deemed to be the package referred to in the Carriage of Goods by Sea Act and Carrier's liability for said package shall not exceed \$500. In the event of loss or damage with respect to said package containing the goods of two or more shippers exceeding \$500, the amount, if any, payable by reason of said loss or damage by the carrier shall be prorated between the shippers.

3. GENERAL

(1) The Carrier does not undertake that the Goods shall arrive at the port of discharge or the place of delivery at any particular time or to meet any particular market or use and save as is provided in Clause 2 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.

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

4. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the Goods into the custody of the Consignee such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then notice must be given within 3 days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

5. SHIPPER PACKED CONTAINERS

(1) If a container has not been filled, packed, stuffed, or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Shipper shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by:

- a) the manner in which the Container has been filled, packed, stuffed or loaded; or
- b) the unsuitability of the contents for carriage in the Containers; or

c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection; by the Shipper at or prior to the time the Container was filled, stuffed or loaded.

(2) If a Container which has not been filled, packed, stuffed or loaded by the Carrier is delivered by the Carrier with seals intact such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containers.

(3) The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

6. SHIPPER'S RESPONSIBILITY

(1) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf 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 correct.

(2) The Shipper shall indemnify the Carrier against all loss, damage, or expenses, arising or resulting from inaccuracies or inadequacy of such particulars.

7. FREIGHT AND CHARGES

The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weight, re-measure, re-classify or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight and the freight charged shall be payable by the Shipper to the Carrier.

8. LIEN

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Shipper. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Shipper.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Shipper.

9. OPTIONAL STOWAGE

Goods in or on Containers, flatracks, vans, or portable tanks, or on flatbeds or trailers, and automobiles, boats, rolling stock and conventional cargo not in containers may be carried under-deck or on deck at Carrier's option, whether or not the shipper or Consignee has requested under-deck stowage. There shall be no "on deck" notation on transportation agreements for cargo carried on deck.

10. DANGEROUS GOODS

(1) The Shipper undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of this nature to the Carrier and making the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the Carriage. The Carrier or the Master may however, in their absolute discretion reject any such cargo.

(2) If the requirements of sub-clause (1) are not complied with the Goods may at any time or place be unloaded, destroyed or rendered harmless without compensation and the Shipper shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier.

(3) If the Goods of a dangerous, inflammable, radioactive or damaging nature, which were tendered in compliance with sub-clause (1) shall become a danger to the vessel, Cargo or any other property or person, such Goods may in like manner be unloaded, destroyed or rendered harmless without compensation and the Shipper shall indemnify the Carrier against all loss, damage or expense which the Carrier could not avoid by the exercise of reasonable diligence but incurred as a result of the Carriage of such Goods.

11. VARIATION OF THE CONTRACT, ETC.

No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or notified in writing by the Carrier.

CONSUMER INFORMATION

The Shipper and all other parties having an interest in such Goods are notified that all parties to this transportation agreement are bound by the terms and conditions of this document.