



Standard Terms and Conditions
Consolidated Marketing & Logistics Corp., P.O. Box 851689 Amman 11185 - Jordan
CML is a WCA Member

IMPORTANT NOTICE

- A. If the Ship is not owned or operated by or chartered by demise to the Company by whom this Bill of Lading is issued (as may be the case notwithstanding anything that appears to the contrary) this Bill of Lading shall take effect only as a contract with the owner or operator or demise Charterer as the case may be as principal made through the agency of the Company who acts as agents only, and who shall be under no personal liability whatsoever in respect of the Carriage.
- B. If the Company, being agent of the Carrier pursuant to Notice A above, is nevertheless liable to be claimed under this Bill of Lading under any national or local law, all Terms and Conditions of whatsoever nature shall applicable to the Carrier or which the Carrier is entitled under this Bill of Lading shall also be available to and extend to protect the Company.
- C. A person who is not a party to this Bill of Lading shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 under English law, or the Contracts (Rights of Third Parties) Ordinance (Cap. 623) under Hong Kong law, or the Contracts (Rights of Third Parties) Act (Cap. 53B) under Singapore law, or similar legislation of the local law, to enforce any term of this Bill of Lading. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act or Ordinance.
- D. The Terms and Conditions of this Bill of Lading contain provisions exempting or limiting the liability of the Company or the Carrier and requiring the Merchant to provide indemnities to the Company or the Carrier under certain circumstances. Nothing in this Bill of Lading shall operate to limit or deprive the Company or the Carrier of any statutory protection or exemption or limitation of liability stipulated under any applicable laws, statutes or regulations of any State. The Merchant has been advised to seek and warrants to have sought independent legal advice and to take out appropriate insurance to cover their risks.

1. INTERPRETATION AND DEFINITIONS

1.1 Definitions

The following words both on the face and back hereof have the meanings hereby assigned:

“**Bill of Lading**” means the present document whether called Bill of Lading or Sea Waybill.

“**Carrier**” means the party identified as the carrier in this Bill of Lading, and on whose behalf this Bill of Lading is issued, no matter whether acting as carrier or bailee.

“**Carriage**” means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

“**COGSA**” means the US Carriage of Goods by Sea Act 1936 as amended.

“**Combined Transport**” is when the Place of Receipt, Place of Discharge and Place of Delivery are indicated in this Bill of Lading.

“**Company**” means [Consolidated Marketing & Logistics], a member of the WCA.

“**Consequences**” when used in connection with the Merchant’s obligation to indemnify the Carrier, includes, but is not limited to, the obligations to indemnify, defend and hold harmless against all claims, liabilities, costs, expenses, dues, duties, taxes, charges, legal fees, fines, penalties, and other sanctions and damages whatsoever and however described.

“**Container**” includes any container, trailer, transportable tank, flat rack or pallet, cradle, sled or any similar article of transport used to consolidate or transport the Goods and any equipment connected or attached thereto.

“**Freight**” includes all charges payable in accordance with the Tariff and this Bill of Lading.

“**Goods**” means the whole or any part of the cargo described in this Bill of Lading which the shipper purportedly send to and is accepted by the Carrier for the Carriage and includes any Container or packing or equipment not supplied by or on behalf of the Carrier.

“**Hague Rules**” means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 and includes the amendments by the Protocols signed at Brussels on 23 February 1968 and 21 December 1979 (“**Hague Visby Rules**”), but only if such amendments are compulsorily applicable to this Bill of Lading.

“**Merchant**” includes any person who at any time has been or becomes the shipper, consignor, consignee, receiver of the Goods, the holder of this Bill of Lading, any Person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such Person. For avoidance of doubt, the reference to a Merchant, like shipper, consignor, consignee or receiver etc., shall include all Merchants. Unless otherwise stated in this Bill of Lading, the responsibilities, obligations and liabilities of the Merchants under this Bill of Lading shall be joint and several;

“**Person**” includes an individual, corporation, company or other legal entity;

“**Port-to Port Shipment**” is the Carriage which is not Combined Transport;

“**SDR**” means Special Drawing Right as defined by the International Monetary Fund.

“**Sub-contractor**” includes but is not limited to owners, operators and space providers of vessels, 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.

“**Tariff**” means the applicable tariff of the Company or the Carrier, as the case may be, as stated in clause 2.

“**Terms and Conditions**” means all terms, conditions, rights, defenses, conditions, exceptions and liberties of this Bill of Lading, including the Important Notice.

“**Vessel**” includes the vessel(s) named in this Bill of Lading, any substitute vessel, any vessel to which transshipment may be made, and any vessel, ship, craft, lighter or other means of waterborne transport whatsoever, used in the Carriage.

- 1.2 References to a certain number of days shall be construed as references to certain number of calendar days, unless otherwise stated.
- 1.3 Unless the context otherwise requires, words in this Bill of Lading importing the singular number shall include the plural and vice versa and words importing a gender shall include every gender.

2. TARIFF

The provisions of the Company’s or Carrier’s applicable Tariff, as the case may be, are incorporated ~~herein~~. The Merchant’s attention is drawn to the terms concerning free storage time and detention/demurrage contained in the Tariff. Copies of the relevant provisions of the applicable Tariff are obtainable from the Company or the Carrier or their agents upon request. In case of inconsistency between these Terms and Conditions and the applicable Tariff, these Terms and Conditions shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to these Terms and Conditions he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and/or this Bill of Lading.

4. SUB-CONTRACTING

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

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, tort, bailment or otherwise shall in any circumstances whatsoever be made against any servant or agent or Sub-contractor of the Carrier which imposes or seeks to impose on any of them or any ship or vessel (including the Vessel) owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage whether arising or resulting directly or indirectly from any act neglect or default on its part while acting in the course of or in connection with its employment. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all Consequences thereof. Without prejudice to the generality of the foregoing, all Terms and Conditions of whatsoever nature applicable to the Carrier or to which the Carrier is entitled shall also be available and shall extend to protect every such servant, agent or Sub-contractor of the Carrier acting as aforesaid as if such Terms and Conditions were expressly for its benefit. For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all Persons who are or might be its servant, agent or Sub-contractor from time to time and all such Persons shall to this extent - but no further - be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

4.3 The Merchant further undertakes that no claim or allegation 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 relation to the Goods or the Carriage, whether or not arising out of neglect or default or misdelivery of Goods on the part of the Carrier. If any such claim or allegation should nevertheless be made, the Merchant shall defend such claim or allegation and indemnify and hold harmless the Carrier against all Consequences thereof.

5. CARRIER'S RESPONSIBILITY

5.1 Clause Paramount

- (1) Subject to Clause 9 [Matters affecting Performance] below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules compulsorily applicable to this Bill of Lading and the provisions of the Hague Rules or legislation making such Rules applicable shall be deemed incorporated herein. In the absence of such legislation or other legislation to similar effect which is compulsorily applicable, this Bill of Lading shall have effect subject to the Hague Rules or COGSA (in the case of carriage to and from the United States of America). The Hague Rules or COGSA shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.
- (2) If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during the period prior to loading on or after discharge from the Vessel the Carrier's responsibility shall instead be determined by the provisions of clause 5.3 below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.
- (3) The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all right conferred or authorised by any applicable law, statute or regulations of any country and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried.
- (4) This Bill of Lading shall be subject to the COGSA if Carriage takes place to from or through a port in the United States of America which terms shall be incorporated herein and shall be paramount throughout the Carriage by sea and at the sea terminal in the United States of America prior to loading and after discharge from the Vessel provided that the Carrier shall not be liable for any loss, damage or delay to the Goods which occurs in the United States of America whilst the Goods are outside the sea terminal and not in the custody

of the Carrier. In such circumstances the Merchant agrees that the Carrier shall act as agent only for the Merchant to arrange the Carriage by an inland Carrier in the United States of America according to the usual business terms of such Person performing the Carriage and shall not be liable to the Merchant for any loss, damage or delay to the Goods whilst in the custody of such Person performing the Carriage. The liability of the Carrier whilst Carriage or this Bill of Lading is subject to COGSA shall not exceed the limits in clause 7.3 herein.

5.2 Port-to-Port Shipment

- (1) Where the Carriage is Port-to-Port Shipment, then the liability (if any) of the Carrier for loss of 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 determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading (Notwithstanding anything else herein, it will be COGSA for shipments to or from the United States of America) or in any other case in accordance with the Hague Rules.
- (2) The Carrier shall act as an agent of the Merchant in the conclusion of contracts 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. The Carrier, as agent of the Merchant, shall not assume any responsibility for any act or omission whatsoever on the part of the Carrier or its Sub-contractors.
- (3) The Carrier shall have no liability whatsoever for any delay, loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the above, in case and to the extent that any applicable compulsory law, or a contractual arrangement, or custom or practice, or any court or tribunal decision provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied during such additional period of responsibility, notwithstanding that the delay, loss or damage (including without limitation

misdelivery of the Goods or their delivery without production of this Bill of Lading) did not occur at sea.

- (4) Notwithstanding anything else herein, on shipments to or from the United States of America, COGSA shall apply before loading and after discharge throughout the entire period of time the Goods are in the custody of the Carrier or anyone for whom the Carrier is responsible including, without limitation, Sub-contractors. If the Carrier is requested by the Merchant to procure Carriage by an inland carrier in the United States of America and the inland carrier in his discretion agrees to do so, such carriage shall be procured by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss, damage or delay to be Goods shall be determined in accordance with clause 5.3 herein.
- (5) 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) at a place of delivery instead of the Port of Discharge,

and the Carrier in its absolute discretion agrees to such 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 in this Bill of Lading as the Port of Discharge or Place of Delivery.

5.3 Combined Transport

Where the Carriage is Combined Transport, the Carrier undertakes to perform and/or to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading,

the Carrier shall not be liable for any delay, loss or damage occurring during the Carriage except to the extent set out below:

- (1) If the stage of the Carriage during which the loss or damage occurred is not known or cannot be proved,
 - (a) the Carrier shall be entitled to rely upon all exemptions or limitations of liability under the Hague Rules whether or not the loss or damage occurred at sea (or COGSA if the Carriage is to or from the United States of America).
 - (b) If the Carrier is not liable in respect of some of the factors causing the delay, loss or damage to the Goods, the Carrier shall be liable only to the extent that those factors for which the Carrier is liable have contributed to the loss or damage.
 - (c) If the Hague Rules are not compulsorily applicable, the Carrier's liability shall not exceed in any circumstances SDR666.67 per package or unit or SDR 2.00 per kilogramme of the gross weight of the Goods lost or damaged, whichever is the less. Where the Carriage includes carriage to, through or from a port in the United States of America, the Carrier's liability shall not exceed in any circumstances US\$500 per package or unit or US\$2.00 per kilogramme of the gross weight of the Goods lost or damaged, whichever is the less.
- (2) If the stage of Carriage during which the loss or damage occurred is known or can be proved, 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) cannot be departed from by private contract to the detriment of the Merchant, and

- (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.
- (b) in the case of shipment to or from the United States of America, the liability of the Carrier shall be determined by the provisions of COGSA if the delay, loss or damage is known to have occurred during Carriage by sea to or from the United States of America or during Carriage to or from a container yard or cargo berth in or immediately adjacent to the sea terminal at the Port of Loading or Port of Discharge in ports of the United States of America.
- (c) by the Hague Rules, where the provisions of clauses 5.3(2)(a) and (b) do not apply if the loss or damage is known to have occurred during Carriage by sea; or
- (d) if the loss or damage is known to have occurred during Carriage inland in the United States of America for which the Carrier is responsible, then the Carrier shall have the benefit of all the defenses available to the applicable Sub-contractor. In any event, the Carrier's liability under this Bill of Lading shall be no greater than that of the Sub-contractor; or
- (e) where the provisions of clause 5.3(2)(a), (b), (c) and/or (d) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in the absence of such contract or tariff, by the provisions of clause 5.3(1).

- (f) If no international convention or national law is applicable, any liability of the Carrier shall be determined in accordance of Clause 5.3(1).

For the purposes of clause 5.3(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.

5.4 Subrogation

When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all other third parties, including Sub-contractors, on account of such loss and/or damage. The Carrier shall be entitled, and the Merchant shall unconditionally allow the Carrier, to use the Merchant's name in any legal proceedings in any jurisdiction to recover the loss and/or damage. The Merchant declare he shall assist the Carrier unconditionally in the conduct of the legal proceedings, if so required by the Carrier. For avoidance of doubt, the Merchant shall not be responsible for any consequences arising from the said legal proceedings.

- 5.5 For avoidance of doubt, the Carrier's rights under this clause shall be in addition to the rights afforded by any applicable laws, statutes or regulations of any State and international Convention, including the Hague Rules.

5.6 Rotterdam Rules

Notwithstanding any other provisions of this Bill of Lading, it is expressly provided that nothing in this Bill of Lading shall be construed as contractually or voluntarily applying the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea dated 23 September 2009 ("the Rotterdam Rules") to any stage of the Carriage. The Carrier excludes the application or operation of the Rotterdam Rules to the fullest extent permitted by law.

6. NOTICE OF CLAIM AND TIME FOR SUIT

The Carrier shall be deemed prima facie to have delivered the Goods in the condition described in this Bill of Lading unless notice of loss of 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 its representative at the Place of Delivery (or the Port of Discharge if no Place of Delivery is named hereof) before or at the time of removal of the Goods into the custody of the Merchant, or, if the loss or damage is not apparent, within three (3) calendar days thereafter. In case of damage not apparent upon inspection, the onus of proof that such occurred during Carriage shall be on the Merchant. Any notation of loss or damage on the receipt of notice given by the Merchant shall be unequivocal, failing which the Carrier shall not accept responsibility for such loss or damage howsoever occurring.

The Carrier shall be discharged from all liability whatsoever and howsoever arising in respect of the Goods, unless suit is brought and notice thereof given to the Carrier within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered. Where liability in respect of the Goods arises out of land carriage in the United States of America, suit must be brought, and service of process made, within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered.

7. LIABILITY PROVISIONS

7.1 Basis of Compensation

Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the net invoice value of the Goods. If there is no net invoice value of the Goods or if any such invoice is not bona fide (and in this respect the Carrier shall be at liberty to seek to challenge the net invoice value), such compensation shall be calculated by reference to the market value of such goods of the same kind and/or quality at the place and time they are delivered or should have been delivered to the Merchant. The Carrier shall in no circumstances whatsoever and howsoever arising be responsible for indirect loss or damage, loss of

profit or consequential loss or damage.

7.2 Ad 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 herein may be claimed only when, 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. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In case the declared value is higher than the net invoice value, the Carrier shall not be liable to pay any compensation higher than the net invoice value of the Goods.

7.3 COGSA Limitation

Notwithstanding anything else herein, the Carrier's limitation of liability for shipment to or from the United States of America in respect to the Goods shall in no event exceed US\$500 per package or unit or US\$2.00 per kilogram of the gross weight of the Goods lost or damaged, whichever is the less, unless clause 7.2 is complied with. A package shall be the largest unit into which the Goods are packed or consolidated by the Merchant, including without limitation, a pallet. In any event, the Carrier's limitation of liability in respect of inland loss or damage shall be no higher than that of the Sub-contractor.

7.4 Hague Rules Limitation

In the event clause 7.3 be held inapplicable under the local law of the jurisdiction in which legal proceedings are brought or if the Goods covered by this Bill of Lading are subject to the Hague Rules, then the Carrier's liability shall in no event exceed the greater of 2 SDRs per kilogram of gross weight of the Goods lost or damaged or 666.67 SDRs per package, whichever is the less.

7.5 Subject to clauses 7.2, 7.3 or 7.4, total compensation shall in no circumstances exceed 2 SDRs per kilogramme of the gross weight of the Goods lost or damaged, whatsoever and howsoever caused.

7.6 Delay

The Carrier does not undertake that the Goods or any documents relating thereto shall arrive at the Port of Discharge or the Place of Delivery or any other port or place at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage whatsoever and howsoever arising therefrom. If notwithstanding the foregoing the Carrier is held responsible for any delay, it is hereby expressly agreed that the Carrier's liability shall be limited to the Freight paid under this Bill of Lading for the delayed Goods, exclusive of any charges and/or demurrage.

7.7 Scope of Application

The Terms and Conditions shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.

7.8 Agency

Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned in this Bill of Lading, it shall act as the Merchant's agent and shall be under no liability whatsoever and howsoever arising for any loss or damage to or in relation to the Goods or any direct, indirect or consequential loss arising or resulting therefrom.

7.9 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defense, exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the

benefit of any such laws, statutes or regulations as if it were the owner of the carrying Vessel.

8. METHODS AND ROUTE OF TRANSPORTATION

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

- (1) use any means of transport or storage whatsoever;
- (2) load, transfer or carry the Goods on any vessel other than that named on the front hereof or by any other means of transport whatsoever even though transshipment or forwarding may not have been contemplated or provided for;
- (3) at any place unpack and remove Goods which have been stuffed in or to a Container and forward the same in a Container or in any manner whatsoever;
- (4) 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, return to or stay at any port or place whatsoever (whether or not the place is a port named herein as the intended Port of Loading or intended Port of Discharge) and in any order in or out of the route or in a contrary direction to the Port of Discharge;
- (5) 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 any conveyance employed by the Carrier the right to give orders or directions, permit the vessel to proceed with or without pilots, to tow or to be towed, or to be dry-docked with or without Goods or Containers; and/or
- (6) permit the vessel to carry livestock, Goods of all kinds dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

8.2 The liberties set out in Clause 8.1 above may be invoked by the Carrier for any

purposes whatsoever whether or not connected with the Carriage of the Goods including but not limited to loading or unloading other goods, bunkering, embarking or disembarking any Persons, undergoing repairs and/or dry docking, towing or being towed or assisting other vessels. Anything done in accordance with Clause 8.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

9. MATTERS AFFECTING PERFORMANCE

9.1 If at any time the Carriage is, or in the opinion of the Carrier is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavors, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses whatsoever and howsoever arising, and whether or not existing or anticipated before commencement of or during the Carriage, the Carrier (whether or not the Carriage is commenced) shall at its sole discretion be entitled, at any time and without prior notice to the Merchant, to:

- (1) unpack the Container(s) and/or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant;
- (2) carry the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, by any alternative route or means of transportation to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
- (3) suspend the Carriage of the Goods and store them ashore or afloat subject to the Terms and Conditions and use reasonable endeavor to forward the Goods if practicable to a place where the Carrier deems safe and convenient to abandon all or any part of the Goods or place all or any part of the Goods at the Merchant's disposal, as the Carrier shall at its sole discretion deem fit. The Carrier makes no representations as to the maximum period of suspension of the Carriage; and/or

- (4) 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 Carrier's responsibility in regard to the Goods shall cease.

For avoidance of doubt, the Carrier's use of alternative route or suspension of the Carriage shall not prejudice the Carrier's right to abandon the Carriage subsequently. In any event the Carrier shall be entitled to full Freight on the Goods. The Merchant shall also pay to the Carrier any additional Freight and costs whatsoever and howsoever arising from the above circumstances. Any action taken by the Carrier under this clause shall constitute due delivery under this Bill of Lading. It is hereby expressly agreed that any action of the Carrier thereafter shall be taken as agent only for and at the sole risk and expense of the Merchant without any liability whatsoever arising from such agency and the Merchant shall pay and/or reimburse the Carrier forthwith upon demand all extra Freight, charges and expenses thereby incurred.

- 9.2 Subject to clause 9.1, the responsibility and liability of the Carrier in respect of the Goods shall cease upon delivery or other disposition of the Goods in accordance with the orders, instructions or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

10. CARRIAGE AFFECTED BY CONDITION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan any Goods and/or package and/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), either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier, as the Merchant's agent having all of the Merchant's authority, may without prior notice to the Merchant take any measures and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Goods, and/or abandon the Carriage and/or store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in its absolute discretion considers appropriate; which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense and liability

so incurred. 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 whatsoever and howsoever arising from any action or lack of action under this clause.

11. CONTAINER PACKED BY MERCHANT

If a Container has not been packed by or on behalf of the Carrier:

- (1) the Merchant shall inspect Containers before packing them, and by packing them the Merchant warrants them to be in sound and suitable condition for the purpose of the Carriage, unless notice to the contrary in writing be given to the Carrier before the Carrier's receipt of the Containers;
- (2) the Merchant warrants that the Goods are safely and securely packed and stowed within the Container and the Container is properly closed and sealed and the Goods are suitable for handling and Carriage and will not cause loss, damage or expense to the Carrier or to any other cargo during the Carriage. If the Merchant is in breach of this warranty, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting from such breach. The Merchant shall be liable for loss of and/or damage to the Containers and any other property, and/or for personal injury or the consequences of any other accident or event whatsoever and shall indemnify the Carrier against all Consequences suffered or incurred by the Carrier therefrom;
- (3) this Bill of Lading is prima facie evidence of the receipt only of the number of Containers shown on the face hereof, and, unless otherwise stated, the Carrier does not know and shall be deemed to have no knowledge of the order and condition of the Goods and any particulars thereof (including marks and numbers, number and kind of packages or pieces description, quality, quantity, gauge, weight, measure, nature, kind and value) and shall not accept any responsibility arising therefrom;

- (4) the Carrier shall be at liberty or entitled, but under no obligation, without prior notice to or prior consent of the Merchant, to open the Containers or packages and inspect or take any measures in relation to the contents, weight, measure and value of the Goods at the sole risk of the Merchant at such time and place as the Carrier may deem appropriate or necessary and all expenses incurred therefrom shall be borne and paid by the Merchant; and
- (5) if the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any shortage, loss of or damage to the Goods.

12. SPECIAL CONTAINER

- 12.1 The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container, nor to carry any special Container packed by or on behalf of the Merchant as such. The Carrier will treat such Goods or Container only as ordinary goods or dry Container respectively, unless (i) special arrangements for the Carriage of such Goods or Container have been agreed to in writing between the Carrier and the Merchant and (ii) such special arrangements are noted on the face of this Bill of Lading and (iii) special Freight as required has been paid. The Carrier shall not accept responsibility for the proper function of any special Container supplied by or on behalf of the Merchant.
- 12.2 If it is agreed in writing that the Goods are to be carried in a special Container, the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the facilities of the special Container, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, derangement, breakdown or breakage of any of the facilities of the Container,
- 12.3 If the Goods have been packed into a refrigerated Container by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature

range. The Carrier shall not guarantee that the temperature inside the Container (or any part of the Container) can be maintained within the said temperature range.

- 12.4 If the cargo received by the Carrier is a refrigerated Container into which the Goods have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the Goods properly inside the Container and set the thermostatic controls within the required temperature range. The Merchant undertakes that the Goods have been pre-chilled before loading into the Container and acknowledges that refrigerated Container is not designed to chill the Goods at or below its designated carrying temperature. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure to perform such obligation. The Carrier also shall not guarantee that the temperature inside the Container (or any part of the Container) can be maintained within the required temperature range.
- 12.5 The Carrier does not warrant the proper function of the refrigeration or heating machinery of the special Container. The Carrier however will exercise reasonable care in maintaining the operation of the special Container, while the special Container is in the Carrier's actual custody or control. The Carrier shall not be responsible to record the temperature in any form other than any reefer log maintained by the Carrier. The Carrier will not agree or undertake to comply with any governmental program or protocol, unless it is specified in writing on the face of this Bill of Lading, and additional Freight is paid.

13. RETURN OF CONTAINERS

Unless otherwise agreed in writing with the Carrier, the Merchant shall be responsible for returning the empty Containers with clean interiors to the point or place designated by the Carrier or its agents within the time prescribed in the applicable Tariff. If the Containers are not returned within the prescribed time, the Merchant shall be liable for detention and demurrage charges at the rates specified in the applicable Tariff together with any other losses and expenses arising from such late return or failure to return, including those losses and expenses and legal costs incurred by the Carrier or its agents in seeking the return of the Containers. If the Carrier

assumes responsibility to return the empty Containers, the Merchant shall indemnify the Carrier in respect of all legal costs, charges, costs and expenses of whatsoever nature incurred by the Carrier in returning or seeking to return the empty Containers as a result of the Merchant's failure to return the empty Containers within the prescribed time at the point or place designated by the Carrier or its agents.

14. DANGEROUS GOODS, CONTRABAND

- 14.1 No Goods which are or may become explosive, flammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, of a dangerous nature or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage, whether or not listed in any official or unofficial international or national code or convention, without first making application to the Carrier and obtaining the Carrier's prior written consent for the Carriage of such Goods. The Merchant's application must state (i) the nature, type, name, label and classification of the Goods as well as the method of rendering the Goods innocuous, and (ii) the full names and addresses of the shipper and consignee accurately. The Carrier does not represent the time required to process such application or undertake to carry such Goods.
- 14.2 The Merchant undertakes that the nature of the Goods referred to in clause 14.1 shall be distinctly and permanently marked and manifested on the outside of the package(s) and Container(s) and also undertakes to submit any documents or certificates required by any applicable statutes or regulations or by the Carrier. In addition, the Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of the Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable during the Carriage.
- 14.3 If and when the Goods are discovered to have been received by the Carrier without complying with the clauses 14.1 and 14.2 or the Goods are found to be contraband or prohibited by any laws or regulations or the Port of Loading, Port of Discharge or Place of Delivery or ports called or to be called or any place or waters during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, jettisoned, discharged or otherwise disposed of at the Carrier's discretion, to which

the Merchant expressly agrees, without compensation to the Merchant. The Merchant shall be liable for and shall indemnify the Carrier against all Consequences directly or indirectly arising out of or resulting from or in connection with such Goods and any action taken thereto.

15. LIVE ANIMALS AND PLANTS

The Carrier shall not be responsible for any accident, disease, mortality, loss or damage of whatsoever nature of or to live animals and plants arising or resulting from any cause whatsoever, including but not limited to the Carrier's negligence or the Vessel's un-seaworthiness, and shall have the benefit of all the Terms and Conditions. If the Carrier is adjudged to have any liability in respect of plants or animals, it shall have all the defenses available to it under this Bill of Lading as if the plants or animals were Goods. The Merchant shall indemnify the Carrier against all or any additional costs incurred for any reason whatsoever in connection with the Carriage of any live animals and plants.

16. DESCRIPTION OF GOODS

- 16.1 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or packages or units, as indicated on this Bill of Lading.
- 16.2 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.
- 16.3 The description and particulars of the Goods set out on this Bill of Lading are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars provided by it or on its behalf, including but not limited to weight, measure, quantity, quality, description, conditions, marks, numbers, origin and value, have been checked by the Merchant and that such description and particulars including any other particular furnished by or on behalf of the Merchant

are true, adequate and correct. The Merchant is responsible for any customs or other fines and penalties imposed on or in respect of any Goods which have been incorrectly described or declared to the Carrier. The Merchant also warrants that the Goods are lawful goods according to the applicable laws including those of the country of the Place of Receipt, Port of Loading, Port of Discharge and Place of Delivery and are not, or do not contain, contraband, prohibited or illegal substances or articles, drugs or stowaways and that neither the Goods nor the Carriage thereof will cause any loss, expense or delay to the Carrier or to the Vessel or to any other cargo during the Carriage. The Merchant shall indemnify the Carrier against all Consequences arising therefrom.

- 16.4 If any particulars of any letter of credit and/or import licence and/or sale contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant shall indemnify the Carrier against all Consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except the value of the Goods has been declared by the shipper in accordance with clause 7.2, the value of the Goods is unknown to the Carrier.
- 16.5 The gross weight of a single piece or package of Goods exceeding one (1) metric tonne must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high; failure of which, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of such a failure and shall fully indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

17. RESPONSIBILITY OF THE MERCHANT

- 17.1 The Merchant (and each of the persons within the definition of Merchant shall be jointly and severally liable and remain so whether or not the Bill of Lading has been transferred) shall be responsible and liable to the Carrier for the due performance and fulfilment of all obligations to be undertaken by the Merchant in this Bill of Lading and defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability, cost and expense (including legal costs) whatsoever and howsoever arising from any breach of the Terms and Conditions or applicable law or from any cause in connection with the Goods for which the Carrier is not responsible. The Merchant shall remain so responsible and liable throughout the Carriage notwithstanding their having transferred this Bill of Lading and/or title to the Goods to any third party.
- 17.2 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant shall be responsible for returning the empty Containers, with interiors brushed and cleaned, free of odour and fit for immediate use to the place designated by the Carrier, its servants or agents, within the time prescribed and in the same order and condition as at the time of delivery. Should a Container not be returned within the time prescribed in the Tariff or elsewhere and in the same order and condition as at the time of delivery, the Merchant shall be liable for any detention and demurrage charges or loss or expenses incurred as a result thereof.
- 17.3 Containers released into the care of the Merchant for packing, unpacking or other purpose whatsoever are at the sole risk of the Merchant whilst in the Merchant's control, possession or custody, until the Containers have been re-delivered to the Carrier. The Merchant shall indemnify the Carrier for all losses and/or damages, whatsoever and howsoever arising, suffered by the Carrier in relation to such Containers. Merchants are deemed to be aware of the dimensions and load-bearing capacity of any Container released or provided to them.
- 17.4 The Carrier shall in no event be liable for and the Merchant shall indemnify the Carrier for all Consequences of any loss of or damage to property of any Persons or injuries or wrongful death to any Persons caused by the Containers or the contents thereof while in the possession, control or custody of the Merchant.

- 17.5 The Merchant undertakes to provide to the Carrier or its agent full details, including name and address, of the consignee, if these are not stated on this Bill of Lading.
- 17.6 For avoidance of doubt, the responsibility of the Merchant as set out in this clause shall be in addition to all other responsibilities, liabilities, obligations, undertakings and warranties of Merchant as stipulated in other Terms and Conditions of this Bill of Lading.

18. OPTIONAL STOWAGE AND DECK CARGO

- 18.1 Unless otherwise specified by the Merchant, the Goods may be packed by the Carrier in Containers and consolidated with other cargo in Containers.
- 18.2 The Carrier has the right to carry the Goods, whether or not packed in Containers, under deck or on deck without prior notice to or prior consent of the Merchant, unless it is specifically stated in this Bill of Lading that the Goods or Containers will be carried under deck.
- 18.3 Notwithstanding any custom to the contrary, if the Goods are carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement that the Goods are carried on deck.
- 18.4 The Carrier shall not be liable in any capacity whatsoever for any non-delivery, mis-delivery, theft, delay, loss of or damage to Goods which are carried on deck and specifically stated to be so carried in this Bill of Lading, whether or not caused as a result of negligence of the Carrier, its servant, agent or Sub-contractor or the unseaworthiness of the Vessel or any other cause whatsoever.
- 18.5 Subject to clause 18.4, Goods whether or not carried under deck or stated to be carried on deck shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or COGSA (as the case may be) and shall be carried subject to the Hague Rules or COGSA (as the case may be), and shall participate in general average and clause 5 shall be read as modified to such extent.

19. NOTIFICATION AND DELIVERY

- 19.1 Any mention herein of Persons to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- 19.2 The Merchant shall take delivery of the Goods within the time provided for in the Tariff. If the Merchant fails to do so, the Merchant shall be liable to pay the detention and demurrage charges at the rate as stipulated in the Tariff. The Carrier shall be entitled, without notice, to unpack the Goods which are packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of the Merchant. Such storage shall constitute due delivery of the Goods and 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 Carrier or any agent or Sub-contractor) shall forthwith upon demand be paid by the Merchant to the Carrier.
- 19.3 If the Merchant fails to take delivery of the Goods, upon expiration of the free storage period as prescribed in the Tariff, or if in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its sole and absolute discretion and without prejudice to any other rights which the Carrier may have against the Merchant, without notice and without any responsibility whatsoever attaching to the Carrier, and at the sole risk and expense of the Merchant, sell, abandon, destroy or dispose of the Goods and apply any proceeds of sale to pay any amount due to the Carrier from the Merchant under the Terms and Conditions of this Bill of Lading. The Carrier shall be entitled to claim against the Merchant for any shortfall thereof.
- 19.4 If the Merchant fails to take delivery of the Goods, upon expiry of the free storage period as prescribed in the Tariff, after the Carrier issues a notice to the Merchant and the Merchant still fails to take delivery of the Goods within seven (7) days from the date of the notice, unless otherwise agreed by the Carrier in writing, the Merchant shall be deemed to have abandoned the Goods and waived all claims whatsoever against the Carrier relating to the Goods and/or the Carriage thereof. The Carrier shall be entitled to deal with the Goods in any manner it sees fit. The Carrier shall be

entitled to an indemnity from the Merchant for all expenses and costs whatsoever and howsoever incurred, including legal costs, in relation to the cleaning and/or disposal of the Goods refused and/or abandoned by the Merchant. For avoidance of doubt, this clause shall not prejudice any other rights of the Carrier against the Merchant.

- 19.5 In case the Goods cannot be found at the Port of Discharge or Place of Delivery or if the Goods be miscarried, the Goods, when found, may be forwarded to their intended Port of Discharge or Place of Delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.
- 19.6 Notwithstanding any clause to the contrary in this Bill of Lading, where in accordance with local legislation Goods are required to be discharged into the custody of the port authority or customs or similar authorities who are responsible for the release or delivery of the Goods, then neither the Carrier nor its agents will be responsible or liable to any delay, depreciation, mis-delivery or incorrect release, howsoever caused, of the Goods. Discharge of the Goods to the port authority or customs or similar authorities by the Carrier will constitute due delivery to the Merchant under this Bill of Lading and the Carrier shall not be responsible for any loss and/or damage of the Goods suffered thereafter.
- 19.7 If the port authority or customs or similar authorities refuse to clear the Goods for delivery for whatever reasons, the Carrier will notify the Merchant of the refusal to clearance. If the shipper or consignor fails to arrange shipment for the return of the Goods or gives instructions of dealing with the Goods, which shall be reasonable and practicable to the Carrier under the relevant circumstances, to the Carrier (subject to the Carrier's agreement to the relevant terms and conditions) within seven (7) days from the date of the notice or the time stipulated by the relevant authorities, whichever is shorter, unless otherwise agreed by the Carrier, the Merchant shall be deemed to have abandoned the Goods and waived all claims whatsoever against the Carrier relating to the Goods and/or the Carriage thereof. The Carrier shall be entitled to deal with the Goods in any manner it sees fit. The Carrier shall be entitled to an indemnity from the Merchant for all expenses and costs whatsoever and howsoever incurred, including legal costs, in relation to the cleaning and/or disposal of the Goods

refused and/or abandoned by the Merchant. For avoidance of doubt, this clause shall not prejudice any other rights of the Carrier against the Merchant.

20. LCL GOODS DELIVERY

- 20.1 The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high, together with names of the Port of Discharge and Place of Delivery.
- 20.2 In no circumstances shall the Carrier be responsible for delivery other than in accordance with leading marks.
- 20.3 The Merchant warrants to the Carrier that the marks on the Goods, package(s) and Container(s) correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the Port of Discharge or Place of Delivery and shall indemnify the Carrier against all Consequences of the incorrectness thereof.
- 20.4 Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various merchants of goods of like character, in approximate proportion to any apparent shortage, loss of weight or damage, and such goods or parts thereof shall be accepted as full and complete delivery.
- 20.5 The Carrier may at its absolute discretion receive the Goods as Full Container Load and deliver them as Less than Full Container Load (FCL / LCL) and/or as break-bulk cargo and/or deliver the Goods to more than one receiver. In such case, the Carrier shall not be liable for any shortage, loss, damage, or discrepancies of the Goods, which are found upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of the Freight and shall pay any additional freight, costs and expenses incurred, as the case may be.

21. INSPECTION BY AUTHORITIES

If by order of the authorities at any place, a Container is 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. The Carrier shall be entitled to recover the costs and expenses of such opening, unpacking, inspection and repacking from the Merchant. For the avoidance of doubt, the Merchant expressly (i) agrees to the inspection, (ii) waives any claim, whatsoever and howsoever arising from the inspection, against the Carrier and (iii) agrees to indemnify the Carrier all costs and expenses arising therefrom.

22. FREIGHT AND CHARGES

- 22.1 Freight shall be calculated on the basis of the particulars of the Goods furnished by the Merchant who warrants to the Carrier the accuracy of the particulars. In case of incorrect declaration of the particulars of the Goods, in addition to the Freight charged, the Merchant shall be liable for and bound to pay to the Carrier (i) the balance of Freight between the Freight charged and that which would have been due had the correct particulars of the Goods been provided, and (ii) any costs or expenses incurred therefrom, including the costs of examining, weighing, measuring or valuing the Goods.
- 22.2 Full Freight and all charges on the Goods shall be considered as completely earned on receipt of the Goods by the Carrier, whether the Freight or charges be stated or intended to be prepaid or to be collected at Port of Discharge or Place of Delivery and shall be paid and non-refundable in any event. The Carrier shall be entitled to all Freight and other charges due hereunder, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or frustrated or abandoned at any stage. Full Freight shall be paid on damaged or unsound Goods.
- 22.3 The payment of Freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction.

- 22.4 The Merchant's attention is drawn to the stipulations concerning the currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in this Bill of Lading or the Tariff.
- 22.5 Once the Goods have been received by the Carrier, the Merchant shall not be entitled to take them away, dispose of them, nor to impede, delay, suspend, stop or in any manner interfere with the Carrier's intended manner of performance of the Carriage except with the Carrier's written consent and against payment of full Freight and the Merchant shall indemnify the Carrier against all Consequences therefrom.
- 22.6 If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice and dead-freight shall be paid by the Merchant.
- 22.7 The Merchant shall comply with all regulations or requirements of customs, port and other authorities. The Merchant shall be solely liable for, and fully indemnify the Carrier against all Consequences howsoever caused therefrom, including but not limited to the Merchant's failure to procure consular board of health or other certificates of the Goods. The Merchant shall be liable for payment of return Freight and charges relating to the Goods which have been:
- (1) refused exportation or importation by any government or public authorities, or
 - (2) instructed or ordered by any government or public authorities, while en route, to return to the country of shipment or to proceed to some port or place other than that provided for in this Bill of Lading.

If the Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending or repairing or reconditioning or otherwise require protection or caring for, the Carrier may carry out these works at the costs and expenses of the Merchant. The Merchant expressly appoints the Carrier as agent and authorizes the Carrier to (i) pay and/or incur all such costs and expenses, (ii) do any matters mentioned above, (iii) engage other Persons to regain or seek to regain possession of the Goods, and (iv) do all things deemed advisable for the benefit of the Goods.

- 22.8 The Merchant shall be jointly and severally liable to the Carrier for the payment of all sums (including Freight, charges, costs and expenses) due to the Carrier under this Bill of Lading, including court costs, legal expenses and attorney fees incurred in collecting these sums.
- 22.9 The Carrier may at any time and without prior notice to the Merchant impose surcharges to cover all extra expenses (including extra insurance premiums and costs of diversion) incurred by the Carrier as a result of outbreak of war, hostilities, war-like operations, civil war, civil commotion, blockade, piracy or revolution, regardless of whether the Vessel sailed or not sailed or is underway at the time the expenses are incurred.

23. ABANDONMENT OF GOODS BY THE MERCHANT

- 23.1 Notwithstanding any other provisions of this Bill of Lading, the shipper and/or receiver shall not abandon the Goods without obtaining the prior agreement in writing of the Carrier; and paying all sums (including Freight, charges, costs and expenses) due to the Carrier under this Bill of Lading, including court costs, legal expenses and attorney fees incurred in collecting these sums.
- 23.2 For avoidance of doubt, this clause shall not prejudice any other rights of the Carrier against the Merchant.

24. LIEN

- 24.1 The Carrier, its servants or agents or Sub-contractors shall have a lien on the Goods and any documents relating thereto for all Freight (including primage, deadfreight, pre-carriage and/or inland Carriage, demurrage, detention and storage charges), salvage, general average contributions to whomsoever due and any and all other charges and expenses whatsoever which are for the account of the Goods or the Merchant.

24.2 The Carrier, its servants or agents or Sub-contractors shall also have a lien on the Goods carried under this Bill of Lading and any document relating thereto for all sums due and outstanding from the Merchant to the Carrier, its servants or agents under any other contracts.

24.3 The Carrier may exercise its lien at any time and in any place in its sole discretion and whether the contractual Carriage is completed or not. The lien shall extend to cover any costs and expenses of exercising such lien and of recovering the sums due. The Carrier shall have the right to sell the Goods under lien whether privately or by public auction and with or without notice to the Merchant. Nothing in this Clause shall prejudice the Carrier's rights to recover from the Merchant the difference between the amount due to the Carrier by the Merchant and the net amount realized by the exercise of the rights given to the Carrier under this clause.

25. GENERAL AVERAGE AND SALVAGE

25.1 In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of which the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average in the payment of any sacrifices, loss or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods as determined by an independent general average adjuster appointed by the Carrier, whose determination of liability for general average contributions and the computation of the same shall be final and binding on all parties to the venture. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered as general average expenses.

25.2 General average shall be adjusted, stated and settled according to the York/ Antwerp Rules of 1974 as amended 1990 or the York/Antwerp Rules of 1994 except Rule Paramount thereof at any port or place and in any currency at the option of the Carrier. Any general average on a Vessel not operated by the Carrier shall be adjusted according to the requirement of the operator of that Vessel. In either case the

Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or if the Carrier does not so require, within three (3) months of delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

- 25.3 Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values, etc.
- 25.4 If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship belonged to strangers.
- 25.5 In the event of the Master at his sole discretion considering that salvage services are needed, the Merchant expressly agrees that the Master may act as the Merchant's agent to procure such services to the Goods and that the Carrier may act as the Merchant's agent to settle salvage remuneration.

26. BOTH-TO-BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship, and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier, or, where the Carrier is not the owner and in possession of the carrying Vessel, shall indemnify the Carrier as trustee for the owner and/or demise charterer of the carrying Vessel, against all loss or liability which may be incurred directly or indirectly to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to its Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Carrier, the carrying Vessel or the owner or demise charterer thereof. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects

other than, or in addition to, the colliding ships or objects are at fault in respect of a collision, contact, stranding or other accident.

27. VARIATION OF CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the Terms and Conditions unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

28. VALIDITY

In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

29. LAW AND JURISDICTION

29.1 Subject to clause 29.2, the contract evidenced by or contained in this Bill of Lading shall be governed by and construed in accordance with the laws of Jordan and, save as may be compulsorily applicable under the local law of the place of loading or that of discharge, any dispute arising hereunder shall be determined in the Courts in Jordan. Without prejudice to the foregoing, the Carrier may at its sole option bring suit against the Merchant to enforce any of these Terms and Conditions before the courts of Jordan, the courts of the Port of Loading, the Port of Discharge or Place of Delivery, or any other court of competent jurisdiction.

29.2 If Carriage includes Carriage to and from a port in the United States of America or loss or damage is known to have occurred in the United States of America, any claim or dispute arising hereunder or in connection herewith may be submitted to and be determined by the U.S. Federal Court of the Southern District of New York in accordance with the laws of the United States of America.

29.3 The Merchant agrees that it will not commence suit in any other court and agrees to indemnify against all consequences of its commencement of suit in any other forum other than the courts of Jordan.