Tueringe" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods, "Carrier" means see Lead Ship joing Pte. Ltd.
"Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, palled or any other similar article used to consolidate the Goods and any connected

nt. includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill

regipt inductes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of Iading.

Frieight inductes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of Iading.

Goods" means the whole or any part of the carrier.

Frieight inductions any Container not supplied by or on behalf of the Carrier.

Frieight Rules "means the provisions of the International Convention for the Unification of Certain Rules leading to the Benefit of the Carrier.

Frieight Rules "means the provisions of the International Convention for the Unification of Certain Rules leading to 18 and 18 and

.s. ffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFE

2. CARRIER'S TABLEF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is draw
to the terms therein relating to free storage time and to container and vehicle demurrage or detention
copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request.
the case of inconsistency between this bill of lading and the applicable Tariff, the bill of lading shall prevail

3. WARRANTY

4. NEGOTIABILITY AND TITLE TO THE GOODS

4. NEGOTABILITY AND TITLE TO THE GOODS

(3) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facile evidence of the taking in charge by the Carrier of the Goods as herein described, however, proof to the contrary shall not be admissible when this Bill of Lading, has been negotiable or transferred for valuable consideration to a third purty acting in good faith.

5. SUB CONTRACTING

r shall be entitled to sub contract on any terms whatsoever the whole or any part of

The Carrier shall be entitled to sub contract on any contract on the Carriage of the Carriage of Carriage 2 it is hereby expressly agreed that:

1 is hereby expressly agreed that:
1 in Sub Contractor, agent or servant shall in any circumstances whatsoever be under any liability natsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting rectyor indirectly from any act, neglect or default on the Sub Contractor, agent or servant's part while ting in the course of or in connection with the Goods or the Carriage of the Goods.

1) The Merchant undertakes that no claim or allegation whether arising in contract, ballment, tort or therewise shall be made against any servant, agent, or sub Contractor of the Carriage which imposes or therepist to impose you may of them or any vessel owned or chartered by any of them any liability hatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of particles of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the Carriage of the Goods whether or not arising out of the

represents the part of south resion. The and contractor, agent of servant sinal and of entities of morter the foregoing covenant against the Merchant, and (ii) if any such claim or allegation should not be such as the properties of the generality of the foregoing provisions of this clause, every exemption, minitation, contains and liberty contained herein fother than Art III rule a 60 the Hague Rules) and every elements of the morter of the supervision from liability, defence and immunity of whatsoever nature applicable to the Carrier to to within the circumstant supervision from liability, defence and immunity of whatsoever nature applicable to the Carrier to to within the circumstant supervision from liability, defence and immunity of whatsoever nature applicable to the Carrier to which the circumstant supervision from the contract of the contract

ntained herein (clause 28) shall also be available and shall extend to every such Sub Contractor

agent or servant, who shall be entitled to enforce the same against the Merchant.

3.3 The provisions of clause 5.2(c) including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

3.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carriers by any Person other than in accordance with these Terms and Conditions which more continuous to time the carriers by any Person other than in accordance with these Terms and Conditions which the Carriage of the Goods, whether or not arising out of regigence on the part of the Carriage of the Goods, whether or not arising out of regigence on the part of the Carriage of the Goods, whether or not arising out of regigence on the part of the Carriage of the Goods, whether or not arising out of regigence on the part of the Carriage of the Goods, whether or not arising out of regigence on the part of the Carriage.

ARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name roccure performance of the Carriage from the Port of Loading to the Port of Discharge. The liability the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of Loading shall be determined in accordance with Articles 1.8 of the Hague so save as is otherwise provided in these Terms and Conditions. These articles of the Hague Rules all apply as a matter of contract.

The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howscover set, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after Carrier tenders the carge for delivery. Notwithstanding the above, to the extent any applicable pulsory law provides to the contrary, the Carrier is hall have the benefit of every right, defence, to describe the carge of the Carrier of Loading Benefit of every right, defence, to describe the carge of the Carrier of Loading Carriage to form a container yard or container freight station at the Port of Loading before loading on the vessel at the Port of Becharge before delethery to an inland carrier.

If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such darrier.

7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT

7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT
Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name
o procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever
a pplicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier
hall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the
arrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable
oints, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the
stent set out below:

out below. The stage of Carriage where loss or damage occurred is not known. rier shall be relieved of liability for any loss or damage where such loss or damage was or omission of the Merchant or Person acting on behalf of the Merchant other than the

rier, his servant, agent or Subcontractor; compliance with instructions of any Person entitled to give them; insufficient or defective condition of packing or marks; handling, loading, stowage or unloading of the Goods by the Merchant or any Person hebalf.

renar), strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;

i) inherent vice of the Goods;
ii) arrived vice of the Goods;
iii) an udear incident;
iii) a nuclear incident;
iii) an udear incident;
iii) an udear incident;
iiii) an udear event which the Carrier could not avoid and the consequences whereof he could not revent by the exercise of reasonable diligence.

John Europe of proof that the loss or damage was due to a cause(s) or event(s) specified in dause 7.1 all rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more assor or events pecified in dauses 7.1 (a)(iii), (iv) or (i), it shall be presumed that it was so caused. The assor or event specified in dauses 7.1 (a)(iii), (iv) or (i), it shall be presumed that it was so caused. The richard or partly by one or more of these causes or events.

2. Where the stage of Carriage where the loss or damage occurred is frown notwithstanding anything rovided for in dause 7.1 and subject to dause 19, the liability of the Carrier in respect of such loss or amage shall be determined:

j) if the loss or damage is known to have occurred during Carriage by sea for shipments not to or from the Unded States of America or waterborne Carriage not in the U.S. by the Hague Rules Articles 1-8. here articles of the Hague Rules shall apply as a matter of contract, or carriage not in the U.S. in the coordance with the contract of carriage or tarrifis of any inland carrier in whose custody the loss or amage occurred or in accordance with clauses 7.1 and 8.2 (a), whichever imposes lesser liability on the Carrier; or the Carriage or tarrifis of any inland carrier in whose custody the loss or amage occurred or of Carriage or tarrifis of any inland carrier in whose custody the loss or container yard or container freight station at Port of Loading before loading on the carrying vessel or thron container with the contract of carriage or tarrifis of any inland carrier in whose custody the loss or amage occurred or US COGSA whichever imposes lesser liability on the Carrier.

8. COMPENSATION AND LIABILITY PROVISIONS

COMPENSATION AND LIABILITY PROVISIONS

1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liabile compensation in respect of loss of or damage to the Goods, such compensation shall be calculated or reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall cetermined with reference to the commercial invoice, customs declaration, any prevailing market rice (at the place and time they are delivered or should have been delivered), production price or the scannable value of goods of the same kind analor quality of the contractive of the Goods shall be a contracted to the contractive of the Goods and the properties of the Goods and the contractive of the Goods and the contractive of the Goods and higher compensation than carrier with the contractive of the Goods and higher compensation than that provided for in this bill of lading may be claimed only when, the two content of the Carrier, (i) for multimodal shipments from the U.S. where U.S. inland carriage eight and opting for full liability under the Carrier has no knowledge of the value of the cods and higher compensation than that provided for in this bill of lading may be claimed only when, the content of the Carrier, (i) for multimodal shipments from the U.S. where U.S. inland carriage eight and opting for full liability under the Carrier has been stated in the Normarket "Declared under which pure under the Carrier has been stated in the box market "Declared under shipper upon delivery to the Carrier has been stated in the box market "Declared under shipper upon delivery to the Carrier has been stated in the box market "Declared under shipper upon delivery to the Carrier has been stated in the box market "Declared on the Shipper upon delivery to the Carrier has been stated in the box market "Declared on the Shipper upon delivery to the Carrier has been stated in the box market "Declared under shipper upon delivery to the Carrier has been stated in the box market "Declare

8.4 Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes 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 Vessel.

9. GENERAL

9. GBVERAL
3. 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 to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no contract, and the state of the Merchant or any market or use of the Goods and the Carrier shall under no corrustances whatsever and no becover arising be labelle for any direct, indirect or consequential loss or damage caused by delay, such lability shall in no event exceed the Friericht and the Priceth and of ordinage caused by delay, such lability shall in no event exceed the Friericht and.

indirect or consequential loss or damage caused by delay, such liability shall in no event exceed Freight paid.

Freight paid

e or the Goods. erms and Conditions shall govern the responsibility of the Carrier in connection with or aris he supplying of a Container to the Merchant whether before, during or after the Carriage.

11. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatso-tever and howeveer occurring (and, without restricting the generality of the foregoing, including delay, at lade delivery and/or delivery without surender of this list of lading) and whether the action be founded in contract, ballment or in tort and even if the loss, damage or delay arose as a result of unseaworthinees, negligence or fundamental breach of contract.

12. SHIPPER-PACKED CONTAINERS

SHIPPER-PACKED CONTAINES
Container has not been packed by the Carrier:

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

2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall innnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the
rier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense
been caused by any matter beyond his control including, inter alia, without prejudice to the genlity of this exclusion. He container has been packed; or
the manner in which the Container has been packed; or
the unsuitability or defective condition of the Container; or
the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provide
t, if the Container has been supplied by the Carrier, this unsuitability or defective condition could
be been apparent upon reasonable inspection by the Merchant at or prior to the time the Container;
packed.

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Take evidence of their being sound and suitable for use.

3. FERISHABE CARGO

3.1 Coods, including Goods of a perishable nature, shall be carried in ordinary Containers without special of the control, genices or other measures unless there is noted 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 their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls. If the above requirements are not complied with, the Carrier shall not be label for any loss of or damage to the Goods howsover arising.

13.2 The Merchant should note that refrigerated Containers are not designed (1) to freeze down range which has not been presented for stuffings at or below its designated carrying temperature and the Carrier shall not be label for any loss of ordinage not on the study of the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor consequences of cargo being presented at a higher temperature than that required for the Carriage; nor consequences of any intended level of humidity inside any Container.

13.3 The term "apparent good order and condition" when used in this bill of lading with 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 condition designated by the Merchant.

13.4 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defossing, stoppage of the refrigerating, ventilating or any other specialised machinery plant, insulation and/or app

14. NSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan any package 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 elaboration 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 sell or dispose of the Goods and/or to abandon the Carriage and/or to so tone them salvo or alload, under cover or in the open, at any face, whichever the Carriage and the control of the Carriage and the control of the Carriage and the control of the Carriage and the Carriage and

15. DESCRIPTION OF GOODS

15. DESCRIPTION OF GOODS

15.1 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 other packages or units indicated in the box entitled "Carrier's Recapt" on the reverse side hereof.

Indicated in the box entitled "Carrier's Recapt" on the reverse side hereof.

Recapt and the carrier shall be under no responsibility whatsoever in respect of such description or particulars. The carried shall be under no responsibility whatsoever in respect of such description or particulars. The carried 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 contraband, drugs or other illegal substainces or stowaways, and that the Goods will not cause loss, damage or expense or order number and/or details of any contract 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 be regarded as a declaration of value and in no way increases Carrier's liability under this bill of lading.

16. MERCHANT'S RESPONSIBILITY

16. MERCHANT'S RESPONSIBILITY

16.1 All of the Persons coming within the definition of Merchant in clause 1, including any principal of such Person, shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this bill of lading.

16.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, including the control of the second shall be liable for any beach of any of the warrantes in clause 15.3 or which the Carrier is not responsible.

16.3 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, tases, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any failure to so comply, or by reason of any failure to so comply, or by reason of any failure in sufficient freespect thereof.

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17. FREIGHT EXPENSES AND FEES

17. FREIGHT EXPENSES AND FEES
17.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper.
17.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper's particulars are incorrect the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring or valuing the Code does not expense incurred to examine, weighing, measuring or valuing the Code does not returnable in any event.
17.3 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 Pot of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Place of Receipt or 10 Eventy or as specified in the Carrier's Ingritude for the Carrier's Ingritude for the Place of Receipt in the Applicable Tairff. In the event of any discrepancy between Freight (incl. charges etc.) terms in the bild of lading and any Carrier involves, the later shall prevail.

17.6 if the Merchant fails to pay the Freight when due he shall be lable also for payment of service Seq. intenset due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier Payment of Freight and challe be made at the Merchant's sole risk.

17.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, Ses, demurrage/

detention and costs and expenses from the Shipper or Consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such Shipper or Consignee or other Person when due, the Merchant shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning

demurrage/detention and costs and expenses on receipt or expense.

17.8 if the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (credit terms) are available from the Carrier or his authorised agents. The applicable Corelit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

18. LIEN

18. UEN
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. The Carrier shall also have all en against the Merchant on the Goods and any document relating thereto for all sums shall also have all energy and the contract whether or not related to this Carriage due by the Merchant to the Carrier under any other contract whether or not related to this Carriage excepts bile in at any time and any place in his sole discretion, whether the contract tall 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 self the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

19.1 The Goods may be packed by the Larrier in Containers and Containers.

Containers.

Containers.

De Containers are contained to the Containers of the Co

20. METHODS AND ROUTES OF CARRIAGE

20. METHODS AND ROUTES OF CARRIAGE

20.1 The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever,
(b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Wessle other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein.

20. unpack and remove the Goods which have been packed into a Container and forward them via

plated or provided for herein; (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise; (d) sail without plots, 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 herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port of dischage once or more often, and verse hered as the Port of Loading or Port of Dischage) and store the Goods at any such port or place; (f) comply with any orders or recommendations given by any government or authority or any Person to body acting 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.

the terms of the insurance on any conveyance emproyeu or use carrier terminates and directions.

20.2 The liberties set out in clause 20.1 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 unbading other goods, burkering or embarking or of disembarking any person(s), undergoing repairs and/or Anything done or not done in accordance with clause 20.1 or any delety arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

cemend to be within the contractual Carriage and shall not be a deviation.

2.1 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 which cannot be avoided by the exercise of reasonable endeavours, (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 wilders or not the Carriage is commended the contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and which the contract was entered to the Merchant and wilders or not the Carriage is commended the contract was entered into or the Goods were received for Carriage the Carriage is commended to that Port of Discharge or Place of Deliven, if the Carrier relates to invoke the terms of this clause 21(a) than, notwithstanding the provisions of clause 20 hereof, he shall be entitled to charge such additional Freight as the Carriage and the Goods and store them ashore or afloat under these Terms and Conditions and endeavour to forward them as soon as possible, but the Carriage makes no representations as to the maximum period of suspension, if the Carrier elects to invoke the terms of this clause 21(b) then, notwithstanding the provisions of clause 20 hereof, he shall be entitled to charge such additional (c) Asandon the Carriage of the Goods and place them at the Merchants' disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier respect of such Goods shall place them at the Merchants' disposal at any place or port, which the Carriage the Goods and place them at the Merchants' disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carri

22. DANGEROUS GOODS

22. DANGEROUS GOODS
22.1 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, international or national code, convention, Isting or table shall be endered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and dassification (if applicable) to the Carrier and obtaining the consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods are delivered as to carriery with may applicable laws, regulation to requirements. If any such Goods are delivered as to carriery with any applicable laws, regulation to requirements and any such Goods are delivered and the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, dispose of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight. 22.2 The Merchant warrants that such Goods are possed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.

2.2.3 The Merchant shall indemmity 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 warrantee in clauses 22.1 whetchart or not the Merchant was aware of the nature of such Goods.

2.2.4 Note for the carrier of the nature of such Goods.

23 NOTIFICATION DISCHARGE AND DELIVERY

23. NOTIFICATION, DISCHARGE AND DELIVERY
23.1 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.
23.2 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff, if the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in containers and/or store 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 cost of such storage shall constitute due delivery do into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this bill of Idading.

authority, such discharge shall constitute due delivery of the Goods to the Merchant under this bill authority, such discharge shall constitute due delivery of 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 strage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility staching 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 in reduction of the sums due to the Carrier by the Merchant.

3.5. 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 valver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

24. BOTH TO BLAME COLLISION 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.

25. GENERAL AVERAGE AND SAUMAGE
25.1 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 1994, 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.
25.2 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 charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.
25.3 Should the Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general average and/or salvage.
25.4 if a salving ship is sowned or operated by the Carrier, salvage shall be paid for as fully as if the salvasiving ship belonged to strangers.

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

26.2 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.

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27. WAR RISK 8. SACTIONS

Carrier shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such payment or provision of such benefit would expose that Carrier to any sanction, prohibition or restriction under UNIED NATIONS RESOLUTIONS OF THE TRADE OR ECONOMIC SANCTIONS, LAW OR REGULATIONS SSUED BY ANY State. Supra national or international Governmental Organisation. Cargo shipped to/from or in trainsit through war romes and/or excluded zones / sanctioned state will be under the exclusive exponeities of the Westerland and Currier will not entertain any dain related to such shipments. The Merchant shall indemnify Currier against any and all claims whatsoered brought by the owners of the cargo analyor the holders of Bills of Lading by reason of the Carriers' compliance with adrenment/oracle nanctions, prohibitions and/or restrictions.

28. LAW AND JURISDICTION

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 another country. Alternatively and at the Carrier's olde option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.