Terms and Conditions
(Large Print Available on Request)

(1) DEFINITIONS In this Bill of Lading the terms:
"Bill of Lading" means the present document whether called Bill of Lading, Paperless Bill of Lading or Waybill and whether issued in paper form or electronically.
"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
"Carrier" means Oceanic Projects Pte, which Oceanic Projects may issue BLs as feeder carrier or the owner, operator or charterer of the Vessel named on the front of this Bill of Lading
"Clean" means for Merchant's stuffed and sealed Containers, a Container received in apparent good order and condition. In no circumstances is a representation made as to the weight, contents, measure, quantity, quality, description, condition, marks or value of the Goods.
"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the back hereof in the relevant spaces.
"Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any equipment thereof or connected thereto.
"Freight" means all charges payable to the Carrier in accordance with Applicable Tariff of this Bill of Lading, including without limitation, storage, demurrage, detention and reefer services.
"Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or Container 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 25th August, 1924 and includes the amendments by the Protocols signed at Brussels on 23rd February, 1968 and 21st December, 1979, but only if such amendments are compulsorily applicable to this Bill of Lading.
"Holder" means any Person for the time being in possession of this Bill of Lading by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Indemnify" includes defend, indemnify and hold harmless.
"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person.
"On board" on the back of this Bill of Lading means on board any of the first mode of transportation used or procured by the Carrier, including rail, road, water and air transport.
"Person" includes an individual, group, company or other entity.
"Port to Port" arises if the Carriage is not Combined Transport.
"Sub-Contractors" includes owners and operators of any Vessels (other than the Carrier), stevedores, terminal and groupage operators, Underlying Carriers, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage.
"Underlying Carrier" includes any water, rail, motor, air or other Carrier utilized by the Carrier for any part of the transportation covered by the Bill of Lading.
"US COGSA" means the United States Carriage of Goods by Sea Act, 46 U.S.C. App. 1300 et seq. as enacted 1936 and any subsequent recodification thereto.
"Vessel" means the intended ship, craft, lighter, barge, feeder or ocean vessel named on the back hereof and any ship, craft, lighter, barge, feeder or other ocean vessel which is or shall be substituted, in whole or in part, for that vessel.

(2) CARRIER'S TARIFF
Where the Carrier has set up applicable tariff (hereinafter the "Applicable Tariff") to the Carriage, the Terms and Conditions of the Carrier's Applicable Tariff are incorporated herein. Particular attention is drawn to the Terms and Conditions therein relating to Container and vehicle demurrage. Copies of the relevant provisions of the Applicable Tariff are obtainable from the Carrier or its agents upon request or on Agent's/Carrier's website. In the case of inconsistency between this Bill of Lading and the Applicable Tariff, this Bill of Lading shall prevail.

(3) REMITTANCE AND ACCEPTANCE OF THE BILL OF LADING
The Bill of Lading shall be sent or released to the Merchant at its sole risk, expense and responsibility and shall be deemed remitted to the Merchant upon sending physically or electronically. In accepting this Bill of Lading, the Merchant agrees to be bound by all provisions, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, notwithstanding any contrary custom or privilege, and unless otherwise specifically agreed in writing between the Carrier and the Merchant, Merchant agrees that all agreements or Freight engagements for and in connection with the Carriage of the Goods are superseded by the Bill of Lading, including any previous engagements between the Merchant and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels and acknowledges that the said provisions, exceptions, terms and conditions supersede its own general terms and conditions and/or all similar documents. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties.

(4) WARRANTY
The Merchant warrants that in accepting this Bill of Lading it is, or has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading. If the Merchant is acting as an agent for another carrier (including a Mainline Carrier or NVOCC), it warrants that it has the authority to bind that principal to these terms and shall remain jointly and severally liable for all obligations of the Merchant hereunder.

(5) NON-VESSEL OPERATING COMMON CARRIER (NVOCC)
If the Merchant is a Non-Vessel Operating Common Carrier (NVOCC), and has issued, or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, carried under this Bill of Lading, said NVOCC hereby warrants and guarantees that all contracts of Carriage issued by him in respect of the Goods under this Bill of Lading shall incorporate the Terms and Conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those Terms and Conditions, the NVOCC shall indemnify the Carrier, its servants, agents and Sub-Contractors against all resulting consequences.

(6) CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT
(1) Port-to-Port Shipment
When loss or damage has occurred between the time of loading of the Goods by the Carrier, or any Underlying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules or any national law incorporating or making the Hague Rules, or any amendments thereto, compulsorily applicable to this Bill of Lading. The Carrier shall be under no liability whatsoever for loss of or damage in connection with the Goods, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to the discharge from the Vessel carrying the Goods. Where any applicable compulsory law provides to the contrary of the foregoing, the Carrier shall nonetheless have the benefit of every right, defense, limitation, if lower, and liberty in the Hague Rules during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea. Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States (as defined by US COGSA), the rights and liabilities of the parties shall be subject exclusively to US COGSA which shall also govern before the Goods are loaded on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the custody of the Carrier or any Sub-Contractor.

(2) Combined Transport
(a) With the exceptions of subclauses 6(2)(b) and (c), the liability for rail or road Carriage within a State shall be determined in accordance with the internal law of such State and/or any International Convention which is compulsorily applicable by the laws of such State. In the absence of such compulsory laws or convention the Carrier shall be under no liability whatsoever for loss of or damage in connection with the Goods, howsoever occurring.
(b) With respect to road Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated 19th May 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated 25th February 1961 (or any amendments to this Convention or Agreement).
(c) With respect to Combined Transportation from, to or within the United States when the Goods are in the custody of the Carrier, or any Underlying Carrier, such Combined Transport will be governed by the provisions of Clause 6(1).
(d) In the event Clause 6(1) is held inapplicable to such Combined Transportation from, to or within the United States, then Carrier's liability will be governed by, and be subject to, the Terms and Conditions of the Underlying Carriers Bill of Lading and/or, where applicable, the ICC Uniform Bill of Lading together with the Underlying Carrier's Tariff which shall be incorporated herein. Notwithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and any Underlying Carrier, such Combined Transportation will be governed by the Terms and Conditions of said contract which shall be incorporated herein as if set forth at length and copies of said contract(s) shall be available to the Merchant at any office of the Carrier upon request.
(e) Except as provided in Clause 6(2)(a) to 6(2)(d) supra, the Hague Rules as per Clause 6(1) shall apply to Combined Transport outside the United States where US COGSA is not compulsory applicable.
(f) In any event, the Carrier shall always be relieved of liability for loss or damage occurring during the Carriage if such loss or damage was caused by any cause or event which the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall never exceed One Euro per kilo of the Goods lost or damaged.

(3) Agency
Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, he shall act as Merchant's agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect or consequential loss arising out or resulting from such act, operation, or service. If, for any reason whatsoever, the Carrier is denied the right to act as agent as mentioned above, its liability for loss, damage or delays shall be determined in accordance with this Bill of Lading.

(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 any other third party, including Underlying Carriers and Sub-Contractors, on account of such payment.

(7) NOTICE OF CLAIM AND TIME FOR SUIT
Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within three (3) consecutive days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. In any event the Carrier and its Sub-Contractors shall be discharged from all liability in respect of non-delivery, mis- delivery, delay, loss or damage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

(8) LIABILITY PROVISIONS
(1) Basis of Compensation
Without prejudice to any applicable limitation of liability in accordance with the provision set forth in Clause 6 hereof, the basis of compensation shall be limited to lower of (a) the value of the Goods so damaged or lost (excluding insurance, custom fees, taxes, Freight and retail value). The value of the Goods shall be determined by the lowest price with reference to the commercial invoice, custom declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality. (b) the amount equivalent to USD 500 per package or shipping unit, or USD 2 per kilogram of the gross weight of the Goods lost or damage whichever is higher (c) USD 10,000 per Container unless USA COGSA limitation applies.
In no circumstance whatsoever, the Carrier shall be responsible for indirect damage, loss of profit or consequential damage
Where compensation is payable, the Carrier is entitled to deduct therefrom any sum then due or which at any time thereafter may become due to the Carrier by the Merchant under this Bill of Lading or under any agreement or contract between the Carrier and the Merchant. The Carrier also reserves the right settle any compensation payable to the Merchant by way of a credit note.
(2) Ad Valorem Liability
The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that compensation higher than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the Carriage and is stated in writing on this Bill of Lading and extra Freight is paid. In such a case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In any event, the compensation shall not exceed the actual commercial value of the Goods as defined in Clause 8(1).
(3) Delay
The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances whatsoever, and however arising be liable for direct, indirect or consequential loss or damage caused by delay.
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 ocean Freight paid under this Bill of Lading for the delayed Goods, exclusive of local charges and/or demurrage
.
(4) US COGSA limitation to US carriage
When the Carriage is to or from the United States of America as stipulated in Clause 6(1), and unless the nature and value of the Goods is declared on the back of the Bill of Lading in the condition set out in Clause 8(2), the Carrier's limitation of liability in respect of the Goods, shall not exceed USD 500.00 per Container, package, bundle, pallet, or other unit, or when the Goods are not shipped per Container, package, bundle, pallet or other unit, USD 500.00 per customary Freight units.
(5) Sanction Risk
The Merchant accepts that, in view of the sanctions risk and the precariousness of insurance policies for delivery of cargo to/from/within Iran, Syria, Afghanistan, Lebanon, Yemen and Russia (including the territories claimed by or formerly belonging to Ukraine) the Carrier's liability for any loss or damage to cargo will never be engaged and the goods are transported at the merchant's sole risk".
The Carrier is bound to comply with United Nations Resolutions or trade economic sanctions, laws or regulations of the European Union or the United Kingdom or the United States of America (hereafter called "Sanctions"). The Parties represent that they are not a specially designated individual or in any other way subject to any Sanctions which prohibit or render unlawful any performance under the Contract.
Moreover, the Merchant warrants that by entering into and performing this agreement, the Carrier shall not be in breach of any Sanctions.
If at any time the Carrier in its sole discretion considers that performing this agreement may bring him in breach of any Sanctions, he can terminate the contract or suspend his performance with no indemnity being due.
The Merchant shall be liable to indemnify and hold harmless the Carrier against any losses, liabilities, damage, costs and fines whatsoever suffered resulting from any breach of warranty as aforesaid.

(9) METHODS AND ROUTES OF CARRIAGE
(1) The Carrier may at any time and without notice to the Merchant,
(a) use any means of Carriage whatsoever, (b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying them on another Vessel than that named on the back hereof,
(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise
(d) (d) proceed by any route, place, or port, in its discretion and as required by the operational and service requirements of the feeder service, including connections with connecting carriers, (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order
(e) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port
(f) Comply with any orders 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, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions
(g) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked.
(2) The liberties set out in Clause 9 (1) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 9 (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.
(3) By tendering the Goods for Carriage without any written request for Carriage in a specialized Container, or for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may properly be undertaken in a general-purpose Container.

(10) MATTERS AFFECTING PERFORMANCE
If at any time the Carriage is or likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further which is provided for in Clause 24 infra) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either :
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, either by the intended or the alternative route 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. If the Carrier elects to invoke the terms of this Clause 10 (a) hereof, he shall be entitled to charge such additional Freight, including extra war risk charge as the Carrier may determine, or
(b) suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the Terms and Conditions of this Clause 10 (b) then, he shall be entitled to charge such additional Freight as the Carrier may determine, or
(c) abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.
If the Carrier elects to use an alternative route under Clause 10 (a) or to suspend the Carriage under Clause 10 (b) this shall not prejudice its right subsequently to abandon the Carriage under Clause 10 (c).

(11) NOTIFICATION AND DELIVERY
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier's liability nor relieve the Merchant of any obligation hereunder.
(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's Applicable Tariff (see Clause 2). If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and / or to 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 the liability of the Carrier in respect of the Goods stored as aforesaid shall cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
(3) If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be for its full account.
(4) If the Merchant fails to take delivery of the Goods, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.
(5) The Merchant undertakes to mitigate any loss or damage in connection with the Goods and to exhaust all initiatives in this respect. In particular, the Merchant shall propose the Goods for salvage sale to specialized salvage sale companies and websites. If the Merchant fails to prove having undertaken the above actions, it shall lose all rights to claim damages from the Carrier in connection with the Goods.
(6) In the event the Carrier agrees, at the request of the Merchant to amend the Place of Delivery stated herein, the Terms and Conditions of this Bill of Lading shall continue to apply, only to the extent provided by the Applicable Tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. If the Applicable Tariff does not explicitly provide for the continued application of the Terms and Conditions of the Bill of Lading then the Carrier shall act as agent only to the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, howsoever arising.

(12) FREIGHT
(1) Freight shall be deemed fully earned upon booking of the Goods for the Carriage and shall be paid and non-returnable in any event. Should the Merchant cancel the booking of the Goods for the Carriage, at any time and for any reason whatsoever, he shall be liable for the payment to the Carrier its agents, successors, or assignee, of a cancellation fee equal to the value of the Freight, including all charges, costs and expenses deriving from the cancellation of the booking.
(2) 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 the Applicable Tariff.
(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that additional Freight shall be payable to the Carrier.
(4) The Merchant shall be responsible for the full payment to the Carrier, its agent, representatives, successors or assignees, of the entire Freight due pursuant to this Bill of Lading on the agreed date and for its full amount, without possible deduction or set off of any sort. Merchant irrevocably agrees to waive any right of set-off between the freight and any amount due under a contractual or tortious claim, which he has or may have against the Carrier and/or its Sub-Contractors, agents, officers, employees or assignees, whether or not the claim is related to the Carriage under this Bill of Lading and without prejudice to its right to file such claim subsequently.
(5) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.
(6) If the Merchant fails to pay the Freight upon the due date, then, without prejudice to any other right or remedy available to the Carrier, Carrier may at its option either (i) postpone the fulfilment of its own obligations until full payment of the Freight; (ii) charge the Merchant interest on the amount unpaid, by applying per half year, for the first semester of the relevant year, the bid interest rate of the Central Bank of UAE in force as of the 1st of January of the said year and the one in force as of the 1st of July for the second semester of the said year, increased by ten (10) percentage points, until payment is made in full (a part of a month being treated as a full month) plus a lump sum fee of forty (40) USD for collection costs per issued invoice; (iii) terminate the contract upon expiry of a seven (7) calendar days written notice of the Carrier to the Merchant which has remained without effect. In the event of a payment delay by the Merchant, the Carrier may also for any new delivery, require payment prior to shipment or suspend or cancel the contract or any pending booking order regardless of the conditions that may have been agreed, without incurring any liabilities whatsoever. Whatever the option, the Merchant shall bear all attorneys' fees, bailiffs' fees and judicial costs incurred by the Carrier for the recovery of the unpaid Freight.
(7) The Carrier may assign its rights with respect to Freight and other receivables without prior consent of the Merchant.

(13) LIEN
The Carrier its servants or agents shall have a lien on the Goods and any documents related thereto and a right to sell the Goods whether privately or by public auction for all Freight (including additional Freight payable under Clause 12), primage, dead freight, pre-Carriage and/or inland Carriage whatsoever, demurrage, Container demurrage and storage charges, detention charges, salvage, general average contributions and all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debits whatsoever due to him by the Merchant. The Carrier, its servants or agents shall also have a lien on the Goods carried under this Bill of Lading and any document relating thereto for all sums including Freights and charges as above mentioned due and outstanding on any other Contracts for the Carriage of Goods concluded between the Carrier, its servants or agents and the Merchant, at any time where such sums or Freights remains due and unpaid. If the goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods are likely to become deteriorated, decayed or worthless, the Carrier may, at its discretion without responsibility whatsoever, auction, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due to him by the Merchant and the amount realized by the exercise of the rights given to the Carrier under this Clause.

(14) GENERAL AVERAGE AND SALVAGE
(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 consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. 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.
(2) Any general average on a Vessel operated by the Carrier shall be adjusted according to York Antwerp Rules 1994, at any port or place at the option of the Carrier and in any currency at the option of the Carrier. Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel, in either case the Merchant shall give such cash deposit or other security as the Carrier or the operator may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier or the operator requires, or, if the Carrier or the operator does not so require, within three months of the delivery of the Goods, whether or not the Merchant had notice of the Carrier's or the operator's lien at the time of delivery. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.
(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,
(4) If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving Vessel or Vessels belonged to strangers.
(5) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master may act as its agent to procure such services to Goods and that the Carrier may act as its agent to settle salvage remuneration.
(6) If the Merchant contests payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

(15) 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 hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, 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 carrying Vessel or Carrier. 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 or contact.

(16) FCL MULTIPLE BILLS OF LADING
(1) Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder, but will only be affected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.
(2) If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of part cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or inappropriate Goods or is or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.

(17) DESCRIPTION OF GOODS AND NOTIFICATION
The Carrier, its Agents and servants shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for mis-delivery due to marks or countermarks or numbers, nor for failure to notify the Consignee of the arrival of the Goods, any custom of the port to the contrary notwithstanding.

(18) OPTIONAL STOWAGE AND DECK CARGO
(1) The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.
(2) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. In the absence of the mention "under deck" on the back hereof, or any similar mention, the Goods shall be presumed carried on ship's deck. All such
Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of The Hague Rules or US COGSA and shall be carried subject to those Rules.
(3) In the event the Goods which are stated on the back hereof as being carried on deck (or in the event of the absence of the mention "under deck" or any similar mention), and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising, and whether or not caused by the negligence on the part of the Carrier, its servants, Agents or Sub-Contractors. If Carrier's liability is anyway implicated, the liability of the Carrier shall be limited according to the Terms and Conditions of this contract and otherwise to the Hague Rules, Hague and Visby Rules or the US COGSA rules, whichever is applicable under the article 6 of the Bill of Lading.

(19) LIVE ANIMALS
The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising. Should the Master in its sole discretion consider that any live animals likely to be injurious to any other live animal or any Person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

(20) DANGEROUS GOODS
(1) No Goods which are or may become dangerous, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without its express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are liable or deemed liable to become of dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
(2) The Merchant undertakes to provide the Carrier with all accurate and up to date detailed information related to the nature, dangerousness, and stowage, storage and transportation of such Goods and that such Goods are packed stowed and stuffed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.
(3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.
(4) Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

(21) PERISHABLE GOODS
(1) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services 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 specially equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier in case of refrigerated Container(s) packed by or on behalf of the Merchant. The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before the loading into the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down Goods which have not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Merchant's attention is also drawn to the fact that refrigerated containers are not designed to automatically monitor and control humidity levels and cannot increase humidity levels in the container. Unless specific instructions concerning humidity levels are given by the Merchant, and accepted by the Carrier, Carrier does not guarantee and shall not be responsible for the maintenance of any level of humidity inside the Container.
(2) The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the designated carrying temperature.
(3) The Merchant is free to use its own temperature recording device. In no circumstance shall the Carrier be under any obligation to release the extracted data log records of the Container itself to the Merchant or any other Person.

(22) INSPECTION OF THE GOODS
(1) If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or re-packing. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and re-packing from the Merchant.
(2) By tendering the Goods for Carriage, the Merchant authorizes the Carrier to open the Container at its sole discretion and to proceed with the inspection and weighing of the Goods. Should the Goods be mis declared, the Carrier reserves its right to stop the transport at any time according to Clause 10 of the Bill of Lading without prejudice to the Carrier's other rights including those under Clauses 25 and 26 of the Bill of Lading.
(3) In no circumstance whatsoever, the Carrier shall be liable for any loss, damage or delay howsoever arising from any action taken under this Clause.

(23) MERCHANT-STUFFED CONTAINERS
If a Container has not been stuffed by or on behalf of the Carrier: The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the manner in which the Goods has been packed, stowed, stuffed or secured, or (b) the unsuitability of the Goods for Carriage in the Container supplied, or
(c) the unsuitability, the defective condition of the Container or the incorrect setting - ventilation or any other refrigeration controls thereof - provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was stuffed, or
(d) Stuffing refrigerated Goods that are not at the correct temperature for Carriage, or
(e) condensation.
(2) The Merchant is responsible for the packing and sealing of all Merchant-stuffed Containers and, if a Merchant-stuffed Container is delivered by the Carrier with its original seal as affixed by the Merchant intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.
(3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 23(1), save that, if the loss, damage liability or expense was caused by a matter referred to in Clause 23(1)(c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

(24) CARRIAGE AFFECTED BY CONDITION OF GOODS
If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried (or carried further), either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) 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 them ashore or afloat, under cover or in the open, at any place, whichever the Carrier, in its absolute discretion, considers most 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.

(25) DESCRIPTION OF GOODS
(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box on the back hereof entitled "Total No of Containers / Packages received by the Carrier".
(2) Except as provided in Clause 25 (1), no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
(3) If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the back of 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 further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 8 (2) apply, the value of the Goods is unknown to the Carrier.
(4) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.
(5) Without prejudice to any other rights and defenses afforded by the Bill of Lading - and irrespective of any loss, damages, fines and expenses suffered or incurred by the Carrier that may always be claimed by virtue of clause 26 - in case of any failure of the Merchant to comply with the clause 25 (4), the Carrier shall be entitled to charge the Merchant at any time (i) an amount of USD 2,000 as processing and administrative fees per Container or for non-containerized Goods per Bill of Lading in addition to (ii) a misdeclaration fee of either USD 15,000 per Container or for non-containerized Goods per Bill of Lading in respect of dangerous Goods cargo, or USD 5,000 per Container or per Bill of Lading for non-containerized Goods in respect of non-dangerous Goods cargo.

(26) SHIPPER'S / MERCHANT'S RESPONSIBILITY
(1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading, and remain so liable throughout Carriage notwithstanding their having transferred this Bill of Lading and/or title to the Goods to any third party. Such liability shall include but not be limited to court costs, expenses and attorney's fees incurred in collecting charges and sums due to the Carrier.
(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.
(3) The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties in Clause 26 (2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.
(4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, with the provisions of applicable anticorruption laws, including but not limited to the United Nations Convention against Corruption (2005), the U.S Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, with the applicable economic sanctions regulations, including but not limited to the ones published by the United States, European Union, United Nations and United Kingdom. The Merchant further represents and warrants that it is not listed or detained/controlled by an entity listed by the United States, European Union, United Nations or United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National". The Merchant shall bear and
pay all duties, taxes, 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 illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant or any stowaways discovered inside the Container and shall indemnify the Carrier in respect thereof.
(5) The Merchant is responsible for returning any empty Container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the Container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight and may be kept by the Carrier fully or partially. In no case shall this deposit accrue any interest.
(6) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier of all loss, damage, injury, fines or expenses caused or incurred by to such Containers whilst in Merchant control and/or until redelivery to the Carrier. Merchants are deemed to be aware of the dimensions of any Containers released to them.

(27) SUB-CONTRACTING AND INDEMNITY
(1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.
(2) The Merchant undertakes that no claim or allegation shall be made against any Person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any Vessel owned by any such Person, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. This protection extends expressly to the owners, charterers, and operators of the Vessel, as well as the servants, agents, and employees of the Carrier and the aforementioned parties. For the avoidance of doubt, the Merchant agrees to defend, indemnify, and hold harmless the Carrier against any claim, suit, or proceeding brought by its own customers, insurers, or any third party in a manner inconsistent with this undertaking.Merchant acknowledges that the Carrier is not the registered owner of the vessels on which the goods will be carried and that any claims for damage or loss of goods therefore don't constitute a maritime claim entitling the claimant to arrest the vessel concerned. The Merchant will indemnify and hold harmless the Carrier for all losses, liabilities and costs arising out of any vessel arrest undertaken in connection with a claim arising under this Bill of Lading. Without prejudice to the foregoing every such Person shall have the benefit of every right, defense, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for its benefit; and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own behalf but also as agent and trustee for such Persons.
(3) The provisions of Clause 27 (2), including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.
(4) Nothing herein contained shall be construed to limit or to relieve any beneficiaries of this Clause from liability to the Carrier for damage, loss and liability arising or resulting from their fault or neglect.
(5) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(28) VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

(29) VALIDITY
If 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.

(30) APPLICABLE LAW AND JURISDICTION
The contract evidenced hereby or contained herein shall be governed by Singapore law.
Any claim against the Carrier hereunder shall be determined by the Singapore courts to the exclusion of the