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| 1(a) Except as otherwise provided herein this Bill of  Lading shall have effect subject to the provisions of the  Carriage of Goods by Sea Act of the United States of America  approved April 16, 1936, which shall be deemed to be  incorporated herein and nothing herein contained shall be  deemed a surrender by the Carrier of any of its rights or  immunities or an increase of any of its responsibilities or  abilities under said Act. The provisions stated said Act  (except as otherwise specifically provided herein) shall  govern before loading on and after discharge from the vessel  and throughout the entire time the Goods are in the custody  of the Carrier. If this Bill of Lading is issued or  delivered in a locality where there is in force a  compulsorily applicable Carriage of Goods by Sea Act  Ordinance or Statute of nature similar to the international  Convention for the Unification of Certain Rules Relating to  Bills of Lading dated at Brussels August 25, 1924, it shall  be subject to the provisions of said Act Ordinance or  Statute and rules thereto annexed.  (b) The Carrier shall be entitled to the full benefit of  and right to all limitations of or exceptions from liability  authorized by any provisions of Sections 4281 to 4288  inclusive of the Revised Statutes of the United States and  amendments thereto and of any other provisions of the laws  of the United States or of any other country whose laws  shall apply.  2 In this Bill of Lading  (a) "Carrier" means the Carrier named on the face side  hereof the vessel her owner, Master, operator, demise,  charterer and if bound hereby the time charterer and any  substitute Carrier whether the owner, operator, charterer or  Master shall be acting as carrier or bailee.  (b) "Vessel" means and includes the ocean vessel on which  the Goods are shipped named on the face hereof, or any  substitute vessel, also any leadership ferry, barge,  lighter or any other water-craft used by the Carrier in the  performance of this contract.  (c) "Merchant" means and includes the shipper the  consignee, the receiver, the holder of this bill of lading,  the owner of the Goods or person entitled to the possession  of the Goods and the servants or agents of any of these.  (d) "Charges" means and includes freight and all expenses  and money obligations incurred and payable by the Merchant.  (e) "Goods" means and includes the cargo received from the  shipper and described on the face side hereof and any  Container not supplied by or on behalf of the Carrier.  (f) "Container" means and includes any container, van,  trailer, transportable tank, flat, pallet or any similar  article of transport.  (g) "Person" means and includes an individual, corporation,  partnership or other entity as the case may be.  (h) "Participating Carrier" means and shall include  any other water, land or air carrier performing any stage of  the Combined Transport.  3 It is understood and agreed that other than the said  Carrier, no person whatsoever (including the Master,  officers and crew or the vessel, all servants, agents,  employees, representatives, and all stevedores, terminal  operators, crane operators, watchmen, carpenters, ship  cleaners, surveyors and other independent contractors  whatsoever is or shall be deemed to be liable with respect  to the Goods, all limitations of and exonerations from  liability provided by law or by the terms hereof shall be  available to such other persons as herein described in  contracting for the foregoing exemptions, limitations and  exonerations from liability, the Carrier is acting as agent  and trustee for and on behalf of all persons described  above, all of whom shall to this extent be deemed to be  a party to this contract evidenced by this Bill of Lading it  being always understood that said beneficiaries are not  entitled to any greater or further exemptions, limitations  or exonerations from liability than that of those that the  Carrier has under this Bill Of lading in any given  situation.  4 Subject to all rights, privileges and limitations of  and exonerations from liability granted to the ocean carrier  under this Bill of Lading or by law any liability by the  respective participating carrier for loss or damage to the  Goods or packages carried hereunder shall be governed by the  following:  (a) If loss or damage occurs while the goods or  packages are in the custody of the ocean carrier only  the ocean carrier shall be responsible therefor and any  liability of the ocean carrier shall be determined by  the terms and conditions of this Bill of Lading and  any law compulsorily applicable.  (b) Except for the provisions of Paragraph 4(c) and  7(a), If loss or damage occurs while the Goods or  packages are in the custody of a participating domestic  or foreign Carrier, only the participating domestic or  foreign Carrier(s) shall be responsible therefor, and  any liability of such participating domestic or foreign  Carrier(s) shall be determined, in respective order by  the terms conditions and provisions of the applicable  participating domestic or foreign Carrier's Bill(s) of  Lading, whether issued or not tariff(s) and law  compulsorily applicable in the circumstances.  (c) Not withstanding subdivision (a) and (b) hereof,  it is contemplated that the Goods or packages will from  time to time be carried through transportation that  will include inland transportation within the United  States by Railroad and sea carriage by one or more of  the other Carrier's above defined. (When used on or  endorsed on the Bill of Lading the words "on board"  shall mean and include on board the original carrying  vessel when the Goods or packages are being transported  from the continental United States to a foreign port or  place "on board" shall mean and include on board a  railcar operated by the originating carrier and enroute  by rail to the port of loading for loading on board the  Carrier(s) or participating Carrier's vessel). The  indemnification provisions expressed in Paragraph 7(a)  will be applicable to this Paragraph as well.  (d) If loss or damage occurs after receipt of the  Goods or packages hereunder, and it cannot be  determined from the records of the ocean Carrier or  participating domestic or foreign Carrier(s) whether  such damage or loss occurred during the ocean, domestic  or foreign carriage, it shall be conclusively presumed  that the loss or damage occurred on board the vessel  and while the Goods or packages were in the custody of  the ocean Carrier.  (e) At all times when the Goods or packages are in the  custody of the above-mentioned participating domestic  or foreign Carriers, such Carriers shall be entitled to  all the rights, defenses, exceptions from or  limitations of liability and immunities of whatsoever  nature referred to or incorporated herein applicable or  granted to the Carrier as herein define, to the full  extent permitted to such domestic and foreign Carriers  under this Bill(s) of Lading tariffs and any other laws  applicable or relating thereto, provided however, that  nothing contained in this Bill of Lading shall be  deemed a surrender by these domestic or foreign  Carriers of any of their rights and immunities or an  increase of any of limitations of and exonerations from  liability under their said Bill(s) of Lading, tariffs  or Laws applicable or relating to said carriage.  (f) In making any arrangements for transportation by  participating domestic or foreign Carriers of the Goods  or packages carried hereunder either before or after  ocean carriage, it is understood and agree that the  ocean carrier acts solely as agent of the Merchant,  without any other responsibility as Carrier for such  domestic or foreign transportation.  (g) Notice of loss or damage and claim against the  ocean Carrier and suit commenced as provided for in  Clauses 30 and 31 hereof. Notice of loss or damage  against the participating domestic or foreign  Carrier(s) where applicable shall be filed with the  participating domestic or foreign Carrier(s) and suit  commenced as provided for in the terms, conditions an  provisions of said Carrier(s) Bill(s) of Lading or by  law applicable thereto. It is understood by the  Merchant that such terms, conditions and provisions, as  they pertain to notice of, and claim for loss or damage  and commencement of suit, contain different  requirements that those requirements pertaining to  ocean Carriage as contained in Clauses 30-31 hereof.  5 The goods carried hereunder are subject to all the terms  and provisions of the Carrier's applicable Tariff or Tariffs  on file with Federal Maritime Commission or any other  regulatory body which governs a portion of this  carriage and the terms and provisions of the said Tariff or  Tariffs are hereby incorporated herein as part of the Terms  and conditions of this Bill of Lading Copies of the relevant  provisions of the applicable Tariff or Tariffs are  obtainable from the Carrier Federal Maritime Commission,  or other regulatory body upon request, in the event of any  conflict between the terms and provisions of such Tariff or  Tariffs are obtainable from the Carrier Federal Maritime  Commission, or other regulatory body upon request, in the  event of any conflict between the terms and provisions of  such Tariff or Tariffs and the Terms and Conditions of this  Bill of Lading, this Bill of Lading shall prevail.  6 Merchant warrants that in agreeing to the Terms and  Conditions hereof, he is the Shipper as defined by the FMC  in 46 CFR 520 and or has the authority of the person owning  or entitled to the possession of the Goods and this bill of  lading.  7(a) The Carrier shall be entitled to sub-contract on any  terms the whole or any part of the carriage loading,  unloading, storing warehousing, handling and any and all  duties whatsoever undertaken by the Carrier in relation to  the Goods. The Merchant shall defend, indemnify and hold  harmless the Carrier against any claims which may be made  upon the Carrier by any servant, agent or subcontractor of  the Carrier in relation to the claim against any such person  by the Merchant. The provisions of COGSA shall apply by  agreement of the parties to all agents, contractors, and  subcontractors, including but not limited to draymen,  truckers, stevedores, prior to the loading of and after the  unloading of the cargo. Without prejudice to the foregoing,  every such servant, agent and subcontractor shall be  entitled to the same rights, exceptions, exemptions,  defenses, immunities, limitations of liability, privileges  and conditions granted or provided by this Bill of Lading,  tariff or statute, including but not limited to the  provisions of COGSA, to which Carrier is entitled and for  the benefit of the Carrier as if such provisions were  expressly for their benefit, and in entering into this  contract the Carrier, to the extent of these provisions,  does so not only on his Own behalf but also as agent and  trustee for such servants, agents and subcontractors,  including the agents, officers and crew of the vessel, in  performing services in connection with the Goods.  (b) As to through transportation, the Carrier undertakes to  procure such services as necessary and shall have the right  at its sole discretion to select any mode of land, sea or  air transport and to arrange participation by other Carriers  to accomplish the combined transport from place of receipt  to place of delivery. Whenever any stage of the combined  transport is accomplished by any land or air Carrier or any  other water Carrier each such stage shall be controlled  according to any law compulsorily applicable to such stage.  8 The carrier shall be entitled but under no obligation  to open any Container at any time and to inspect the  contents unless applicable law prohibits same if it  thereupon appears that the contents or any part thereof  cannot safely or properly be carried or carried further  either at all or without incurring additional expense or  taking any measures in relation to the Container or its  contents or any part thereof, the Carrier may abandon the  transportation thereof and/or take any measures and/or take  any measures and/or incur, any reasonable additional expense  to carry or to continue the carriage or to store the same  ashore or afloat under cover or in the open at any place  which storage shall be deemed to constitute due delivery  under this Bill of Lading. The Merchant shall indemnify the  Carrier against any reasonable additional expense so  incurred.  9 Carrier may containerize any Goods or packages  Containers may be stowed on deck or under deck and when so  stowed shall be deemed for all purposes to be stowed under  deck including for General Average and U.S. Carriage of  Goods by Sea Act 1936 and similar legislation.  10 Deck cargo (except goods carried in containers on deck)  and live animals are received and carried solely at  Merchant's risk (including accident or mortality of animals)  and the Carrier shall not in any event be liable for any  loss or damage thereto arising or resulting from any matters  mentioned in Section 4 Sub-Section 2(a) to (p) inclusive of  the United States Carriage of Goods by Seas Act or from  any other cause whatsoever not due to the fault of the  Carrier any warranty of seaworthiness in the premises being  hereby waived and the burden of proving liability being in  all respects upon the Merchant Except as provided above such  shipments shall be deemed Goods and shall be subject to all  terms and provisions of this Bill of Lading relating to  Goods.  11 Special containers with heating or refrigeration units  will not be furnished unless contracted for expressly in  writing at time of booking and when furnished, may entail  and increased freight rate or charge Shipper shall advise  Carrier of desired temperature range when delivering Goods  to Carrier and Carrier shall exercise due diligence to  maintain the temperature within a reasonable range while the  containers are in its custody or control. The Carrier does  not, however, accept any responsibility for the functioning  of heated or refrigerated containers not owned or leased by  Carrier.  12 The scope of the voyage herein contracted for shall  include usual or customary or advertised ports of call  whether named in this contract or not, also ports in or out  of the advertised, geographical or usual route or order,  even though in proceeding thereto the vessel may sail  beyond the port of discharge names herein or in a direction  contrary thereto, or return to the original port or depart  from the direct or customary route and includes all canals,  straits, and other waters. The vessel may call at any port  for the purposes of the current, prior or subsequent  voyages. The vessel may omit calling at any port whether  scheduled or not, and may call at the same port more than  once, may discharge, may for matters occurring before or  after loading, and either with or without the goods on board  and before or after proceeding towards the port of  discharge, adjust compasses, drydock with or without cargo  on board. Stop for repairs, shift berths, make trial trips  or tests, take fuel or sots, remain in port, tie on bottom,  aground or at anchor, sail with or without pilots, low and  be towed and save or attempt to save life or property and  all of the foregoing are included in the contract voyage.  The vessel may carry contraband, explosives, munitions,  War take stores hazardous cargo and sail armed or unarmed  cargo with or without convoy.  The Carrier's sailing schedules are subject to change  without notice both as to the sailing date and date of  arrival. If this is a Through Bill of Lading, no  Carrier is bound to transport the shipment by any  particular train, truck, aircraft, vessel or other  means of conveyance, or in time for any particular  market or otherwise. No Carrier shall be liable for  delay and any Carrier shall have the right to forward  the goods by substitute Carrier.  13 If at any time the performance of the contract  evidenced by this Bill of Lading is or is likely to be  affected by any hindrance, risk, delay, difficulty or  disadvantage of whatsoever kind which cannot be avoided by  the exercise of reasonable endeavors, the Carrier (whether  or not the transport is commenced) may without notice to the  Merchant treat the performance of this contract as  terminated and place the Goods or any part of them 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 cause. The  Carrier shall nevertheless be entitled to full freight  and charges on Goods received for transportation and the  Merchant shall pay any additional costs of carriage to and  delivery and storage at such place or port.  14 If the Carrier makes a special agreement whether by  stamp hereon or otherwise, to deliver the Goods at a  specified dock or place, it is mutually agreed that such  agreement shall be construed to mean that the Carrier is to  make such delivery only if, in the sole judgement of the  Carrier the vessel can get to be at and leave said dock or  place is available for immediate receipt of the Goods and  that otherwise the Goods shall be discharged as otherwise  provided in this Bill of Lading, whereupon all  responsibility of Carrier shall cause.  15 The port authorities are hereby authorized to grant a  general order for discharging immediately upon arrival of  the vessel at the destination, discharge the goods  continuously Sundays and holidays included, at all such  hours by day or by night as the Carrier may determine no  matter what the state of the weather or custom of the port  may be.  The Carrier shall not be liable in any respect  whatsoever, if heat or refrigeration or special cooling  facilities shall not be furnished during loading or  discharge or any part of the time that the Goods are upon  the wharf, craft or other loading or discharging place.  Landing and delivery charges and pier dues shall be at  the expense of the Goods unless included in the freight  herein provided for, if the Goods are not taken away by the  consignee by the expiration of the next working day after  the Goods are at his disposal the Goods may at Carriers  option and subject to Carrier's lien, be sent to store or  warehouse or be permitted to lie where landed, but always at  the expense and risk of the Goods. The responsibilities of  the Carrier in any capacity shall altogether cease and the  Goods shall be considered to be delivered and at their own  risk and expense in every respect when taken into the  custody of Customs or other Authorities, or into that of any  municipal or governmental concessionaire or depository. The  Carrier shall not be required to give any notification of  disposition of the Goods, except as may be otherwise  provided in this Bill of Lading.  Carrier shall not be liable for any loss of or damage  to Goods in a special hold or container arising from the  latent defects, derangement, breakdown, or stoppage of the  refrigeration, ventilation or heating machinery,  insulation or other such apparatus of the container provided  that the Carrier exercises due diligence to maintain the  special hold or Container in an efficient state. Merchant  must provide prior written notice of the nature of any  temperature controlled goods and the required temperature  setting of the thermostatic controls before receipt of the  goods by Carrier. In case of temperature controlled  Container stuffed by or on behalf of the Merchant, Merchant  further undertakes that the Container has been properly  pre-cooled, that the Goods have been properly stuffed in the  Container, and that its thermostatic controls have been  properly set by the Merchant before receipt of the Goods by  the Carrier. Merchant's attention is drawn to the fact that  refrigerated containers are not designed to freeze down  cargo which has not been presented or packed at or below its  designated temperature. Carrier shall not be responsible for  the consequences of cargo tendered at a highter temperature  for transportation. Carrier shall not be liable for any loss  of or damage to the goods, if the above requirements are  met.  16 At port or places where, by local law, authorities,  or custom, the Carrier is required to discharge cargo to  lighters or other craft, or where conditions prevailing at  the terms render discharge at a wharf dangerous imprudent,  or likely to delay the vessel, the Merchant shall promptly  furnish lighters or other craft to take delivery alongside  the ship at the risk and expense of the Goods. If the  Merchant fails to provide such lighters or other craft  Carrier acting solely as agent for the Merchant may engage  such lighters or other craft at the risk and expense of the  Goods Discharge of the Goods into such lighters or other  craft shall constitute proper delivery and any further  responsibility of Carrier with respect to the goods shall  thereupon terminate.  17 The Carrier shall have liberty to comply with any order  or directions or recommendations in connection with the  transport under this contract of carriage given by any  Government or Authority or anyone acting or purporting to  act on behalf of such Government or Authority or having  under the terms of the mortgage or insurance on the vessel  or other transport, the right to give such orders,  directions or recommendations Discharge or delivery of the  Goods in accordance with the said order or directions or  recommendations shall be deemed a fulfillment of the  contract. Any extra expense incurred in connection with the  exercise of the Carrier's liberty under this clause shall be  paid by the Merchant in addition to freight and charges.  18 Whenever the Carrier or Mater may deem it advisable or  in any case where goods are destined for port(s) or place(s)  at which the vessel or participating carriers will not call,  the Carrier may, without notice, forward the whole or any  part of the shipment before or after loading at the original  port of shipment, or any other place or places even though  outside the scope of the voyage or the route to or beyond  the port of discharge or the destination of the Goods, by  water, by land or by air or by any combination thereof,  whether operated by the Carrier or others and whether  departing or arriving or scheduled to depart or arrive  before or after the ship expected to be used for the  transportation of the shipment. The Carrier may delay  forwarding awaiting  a vessel or conveyance in its own service or with which it  has established connections, in all cases where the shipment  is delivered to another Carrier or to a lighter Port  Authority, warehouseman or other bailee for transshipment,  the liability of this Carrier shall absolutely cause when  the Goods are out of its exclusive possession and shall not  resume until the Goods again come into its exclusive  possession and the responsibility of this Carrier during any  such period shall be that of an agent of the Merchant, and  this Carrier shall be without any other responsibility  whatsoever. The carriage by any transshipping or on-Carrier  and all trans-shipment or forwarding shall be subject to a  the terms whatsoever in the regular form of bill of lading,  consignment note, contract or other shipping document used  at the time by the Carrier performing such transshipment or  forwarding.  19 In any situation whatsoever and wheresoever occurring  and whether existing or anticipated before commencement of  or during the combined transport which in the judgement of  the Carrier or the Master is likely to give use to risk of  capture,seizure, detention, damage, delay or disadvantage  or loss to the Carrier or any part of the Goods to make xxx  imprudent or unlawful for any reason to receive, keep, load,  or carry the goods, or commence or proceed on or continue  the transport or to enter or discharge the goods or  disembark passengers at the port of discharge, or the usual  or agreed or intended place of discharge or delivery, or to  give rise to delay or difficulty in proceeding by the usual  or intended route, the Carrier or the Master may decline to  receive, keep, load or carry the Goods or may de van  container(s) contents or nay part thereof and may require  the Merchant to take delivery of the Goods at the place or  receipt of any other point in the combined transport and  upon failure to do so may warehouse the Goods at the risk  and expense of the Goods of the vessel, whether or not  proceeding towards or entering or attempting to enter a port  of discharge, or reaching or attempting to reach a usual  place of discharge therein or attempting to discharge the  shipment may discharge the Goods and/or even the contents of  any container(s) at another port, depot, lighter, craft, or  other place or may forward or transship them as provided in  at this Bill of Lading or the Carrier or the Master may  retain the Goods, vanned or un vanned on board until the  return of the vessel to the port of loading or to the port  of discharge or until such time as the Carrier or the  Master thinks advisable and discharge the Goods, at any  place whatsoever as herein provided. The Carrier or the  Master is not required to give notice of such devanning or  of discharge of the Goods or of the forwarding thereof as  herein provided. When the Goods are discharged from the ship  as herein provided. When the Goods are discharged from the  ship as herein provided, such shall be at the risk and  expense of the Goods. Such discharging shall constitute  complete delivery and performance under this contract and  the Carrier shall be free from any further responsibility,  unless it be shown that any loss or damage to the Goods  arose from Carrier(s) negligence in the discharge and  delivery as herein provided, the burden of establishing such  negligence being on the Merchant. For any service rendered  to the Goods as herein above provided or for any delay or  expense to the vessel caused as a result thereof, the  Carrier shall be entitled to a reasonable extra compensation  and shall have a lien on the goods for such carriage.  Notice of disposition of the Goods shall be mailed to  shipper or consignee named in this Bill of Lading Goods shut  out from the vessel named herein for any cause may be  forwarded on a subsequent vessel of this Line or at  Carrier's option, on a vessel of another Line or by other  mode of transportation.  20 Notwithstanding the foregoing the Carrier shall neither  be liable therefor nor concluded as to the correctness of  any such marks descriptions or representations.  When any charge unit owned or leased by Carrier is  packed or loaded by shipper or its agent or discharged by  consignee or its agent shipper consignee, receiver, holder  of this Bill of Lading, owners of the Goods and person  entitled to the possession or the Goods shall be and remain  liable, jointly and severally, for any loss or damage to the  cargo unit during such loading or discharge howsoever  occurring, until the cargo until its returned to Carrier's  custody and at tariff rates for any delay beyond the time  allowed for such loading or discharge and for any loss  damage or expense incurred by Carrier as a result of the  failure to return the cargo unit to the Carrier in the same  sound condition and state of cleanliness as when received by  shipper. Such loss, damage, expense or delay shall  constitute a lien on the Goods.  Where a cargo until is to be unpacked or unloaded by  consignee or its agent, consignee or its agent shall  promptly unpack or unload such cargo unit and take delivery  of its content, irrespective of whether the Goods are damaged  or not Carrier shall not be liable for loss or damage caused  to the Goods by or during such unpacking or unloading.  21 When containers, vans, trailers, transportable tanks,  flats, palletized units, and all other packages fall  hereinafter referred to generically as cargo units are not  packed or loaded by Carrier such cargo units shall be deemed  shipped as "Shipper's weight, load and count", Carrier has  no reasonable means of checking the quantity, weight,  condition or existence of the contents thereof does not  represent the quantity weight, condition, or existence of  such contents as furnished by the shipper and inserted in  this Bill of Lading to accurate, and shall not be liable  for non-receipt or mis description of such contents. Carrier  shall have no responsibility or liability whatsoever  therefor or for the packing, loading, securing and/or  stowage of contents of such cargo units, or for loss or  damage caused thereby or resulting therefrom, or for the  physical suitability or structural adequacy of such cargo  units property to contain their contents.  The Merchant, whether principal or agent by packing or  loading the cargo unit and/or by allowing the cargo unit to  be so packed or loaded, represents, guarantees and warrants  (a) that the Goods are properly described, marked and safely  and securely packed in their respective cargo units, that  such cargo units are physically suitable sound and  structurally and on the transport and that the cargo units  may be handled in the ordinary course without damage to  themselves or to their contents or to the vessel or  conveyance or to their other cargo or property or persons.  (b) that all particulars with regard to the cargo units and  their contents, and the weight of each said cargo unit are  in all respects correct and (c) that they have ascertained  and fully disclosed in writing to the Carrier and all  participating Carriers on or prior to shipment and  condition, ingredient or characteristic of the Goods which  might indicate that they are inflammable, explosive,  corrosive, radioactive, noxious, hazardous or dangerous in  nature or which might cause damage, injury or detriment to  the Goods, or to the vessel, conveyance or other cargo or to  property or persons and that they have complied fully with  all statutes ordinances and regulations of the Department of  Transportation of the United States of America and all other  regulatory bodies with respect to labeling, packaging, and  preparation for shipment of all such Goods.  The shipper, consignee, receiver, holder of this Bill  of Lading, owner of the Goods and person entitled to the  possession of the Goods jointly and severally agree fully  to protect and indemnify Carrier, and to hold it harmless  in respect of any injury or death of any person or loss or  damage to cargo or cargo unit or any other property, or to  the vessel or conveyance or expense or fine arising out of  damage to cargo or cargo unit or any other property or to  the vessel or conveyance or expense or fine arising out of  or in any way connected with breach or any of the foregoing  representations or warranties, howsoever occurring, even  without fault of shipper, consignee and/or owner of the  Goods, and even though such injury, death, loss or damage  is caused in whole or in part by fault of the Carrier or  unseaworthiness.  22 The Merchant and the Goods themselves shall be liable  for and shall indemnify the Carrier, and the Carrier shall  have a lien on the Goods for all expenses of mending,  repairing, fumigation, repacking, coopering baling,  reconditioning of the Goods and gathering of loose contents  of packages, also for expenses for repairing containers  damaged while in the possession of the Merchant for  demurrage on containers and any payment, expense, fines,  dues, duty, tax, impost, loss, damage or detention sustained  or incurred  by or levied upon the Carrier, vessel or conveyance in  connection with the Goods, howsoever caused, including any  action or requirement of any government or governmental  authority or person purporting to act under the authority  thereof seizure under legal process or attempted seizure  incorrect or insufficient marking, numbering or addressing  of containers, packages or description of the contents,  failure of the Merchant to procure consular Board of Health  or other certificates to accompany the Goods or to comply  with laws or regulations or any kind imposed with respect to  the Goods by the authorities at any port or place or any act  or omission of the Merchant. The Carrier's lien shall  survive delivery and may be enforced by private or public  sale and without notice.  23 Freight shall be payable at Carrier's option on actual  gross intake weight or measurement or on actual gross  discharge weight or measurement or on a value or other  basis. Freight may be calculated on the basis of the  particulars of the Goods furnished by the shipper herein,  but the Carrier may, as previously stated herein at any time  open the packages or containers and examine weight measure  and value the Goods (unless applicable law prohibits same).  In case shipper's particulars are found to be erroneous and  additional freight payable, the Merchant and the Goods shall  be liable for any expense incurred for examining, weighing,  measuring and valuing the Goods. Full freight shall be  paid on damaged or unsound goods. Full freight hereunder  to place of delivery named herein and advance charges  (including on Carrier's) shall be considered freight  completely names on receipt of the Goods by the Carrier,  whether the freight be stated or intended to be prepaid or  to be collected at destination, and the Carrier shall be  entitled to all freight and charges, extra compensation,  demurrage, detention, General Average claims and any other  payments made and liability incurred with respect to the  Goods, whether actually paid or not, and to receive and  retain them irrevocably under all circumstances whatsoever  vessel, conveyance and/or cargo lost damaged or otherwise,  or the combined transport changed, frustrated or abandoned  in case of forced abandonment or interruption of the  combined transport for any cause, any forwarding of the  goods or any part thereof shall be at the risk and expense  of the Goods. All unpaid charges shall be paid in full,  without any offset, counterclaim or deduction in the  currency of the place of receipt or at Carrier's option in  the currency of the place of delivery at the demand rate of  New York exchange as quoted on day of arrival of the Goods  at the place of delivery.  The Merchant shall be jointly and severally liable to  the Carrier for the payment of all freight charges and the  amounts due to the Carrier, and for any failure of either or  both to perform his or their obligations under the  provisions of the Bill of Lading and they shall indemnify  the Carrier against, and hold it harmless from all  liability, loss, damage and expense which the Carrier may  sustain or incur arising or resulting from any such failure  of performance by the Merchant. Any person, firm or  corporation engaged by any party to perform forwarding  services with respect to the cargo shall be considered the  exclusive agent of the Merchant for all purposes and any  payment of freight to such person, firm or corporation shall  not be considered payment to the Carrier in any event  Failure of such person, firm or corporation to pay any part  of the freight to the Carrier shall be considered a default  by the Merchant in the payment of the freight.  The Carrier shall have a lien on the Goods and any  documents relating thereto which shall survive delivery, for  all freight charges and damage of any kind whatsoever and  for the costs or recovering same including expenses incurred  in preserving this lien and may enforce this lien public or  private, safe and without notice. The Shipper, consignee,  receiver, holder of this Bill of Lading, owner to the Goods  and person entitled to the possession of the Goods shall be  jointly and severally liable to the Carrier for the payment  of all freight charges and damages as aforesaid and for the  performance of the obligations of each of them hereunder.  24 The Carrier shall in no circumstances be liable for  direct, indirect or consequential loss or damage by delay or  any other cause whatsoever and howsoever caused. Without  prejudice to the foregoing, if the Carrier is found liable  for delay, liability shall be limited to that identified in  Paragraph 29, the freight applicable to the relevant stage  of transportation or to the cost of replacing lost Goods or  repairing damaged Goods, whichever is lowest.  25 The weight or quantity of any bulk cargo inserted in  this Bill of Lading is the weight or quantity as ascertained  by a third party other than the Carrier and Carrier makes no  representation with regard to the accuracy thereof. This  Bill of Lading shall not be deemed evidence against the  Carrier of receipt of goods of the weight of quantity so  inserted in the Bill of Lading.  26 Neither the Carrier nor any corporation owned by  subsidiary to or associated or affiliated with the Carrier  shall be liable to answer for or make good any loss or  damage to the goods occurring at any time and even though  before loading on or after discharge from the ship by reason  or by means of any fire whatsoever unless such fire shall  be caused by its design or neglect or by its actual fault or  privity in any case where this exemption is not permitted by  law. Carrier shall not be liable for lots or damage by fire  unless shown to have been caused by Carrier's negligence.  27 If the vessel comes into collision with another vessel  as a result of the fault or negligence of the other vessel  and any act neglect or default of the Carrier, Master,  mariner, pilot or the servants of the Carrier in the  navigation or in the management of the vessel the Merchant  will indemnify the Carrier against all loss or liability to  the other or non-carrying vessel or her owners insofar 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 vessel or her owners to the Merchant  and set-off, recouped or recovered by the other or  non-carrying vessel 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 vessel or  vessels or objects are at fault in respect of a collision,  contact, stranding or other accident.  This provision is to remain in effect in other  jurisdictions even if unenforceable in the Courts of the  United States of America.  28 General average shall be adjusted stated and  settled according to York-Antwerp Rules 1974, except Rule  XII thereof, at such port of place as may be selected by the  Carrier an as to matters not provided for by these Rules  according to the laws and usages of New York.  In such adjustment disbursements in foreign currencies  shall be exchanged into United States money at the rate  prevailing on the dates made and allowances for damage to  cargo claimed in foreign currency shall be converted at the  rate prevailing on the last day of discharge at the port  or place of final discharge of such damaged cargo from the.  Average agreement or bond and such additional security as  may be required by the Carrier must be furnished before  delivery of the goods. Such cash deposit as the Carrier  or his agents may deem sufficient as additional security for  the contribution of the goods and for any salvage and  special charges thereon shall, if required, be made by the  Goods, shippers, consignees or owners of the goods to the  Carrier before delivery of the Goods. Notwithstanding  anything hereinbefore contained, such deposit shall at the  option of the Carrier be payable on United States currency  and be remitted to the adjuster pending settlement of the  General Average and refunds of credit balances if any, shall  be paid in United States currency. In addition to the  circumstances dealt with in the 1974 York-Antwerp and  refunds of credit balances, if any, shall be paid in  diligence in the stowage of cargo and if the safe  procecusion of the voyage is thereafter imperiled in  consequence of the disturbance of stowage, the costs of  handling, discharge, reloading and restowing cargo shall be  allowed in General Average, even though the handling of  cargo is not necessary for the purpose of affecting repairs  to the vessel.  In the event of accident, danger or disaster before or  after commencement of the voyage resulting from any cause  whatsoever, whether due to negligence or not, for which, or  for the consequence of which the Carrier's not responsible  by statute, contract or otherwise, the Goods, the shipper,  consignee, receiver, holder of this Bill of Lading, owner of  the Goods and person entitled to the possession off the  Goods, jointly and severally, 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 if a salving ship is owned  or operated by the Carrier, salvage shall be paid for as  full and in the same manner as if such salving ship or ships  were owned or operated by strangers, Cargo's contribution in  General Average shall be paid to the ship owner even when  such average is the result of fault, neglect or error of the  Master, pilot, officers or crew. The merchant expressly  renounces any and all codes, statutes, laws or regulations  which might otherwise apply.  29 In case of any loss or damage to or in connection with  Goods exceeding in actual value the equivalent of $500  lawful money of the United States, per package, or in case  of Goods not shipped in packages, per shipping unit, the  value of the Goods shall be deemed to be $500 per package or  per shipping unit. The Carrier's liability, if any, shall  be determined on the basis of a value or $500 per package or  per shipping unit or pro rata in case of partial loss or  damage, unless the nature of the Goods and a valuation  higher than $500 per package or per shipping unit shall have  been declared by the shipper before shipment and inserted in  this Bill of Lading and extra freight paid if required. In  such case, if the actual value of the Goods per package or  per shipping unit shall exceed such declared value, the  value shall nevertheless be deemed to be declared value and  any partial loss or damage shall be adjusted pro rata on the  basis of such declared value. The words "shipping unit"  shall mean each physical unit or piece of cargo not shipped  in a package including articles or things of any description  whatsoever, except goods shipped in bulk, and irrespective  of the weight or measurement unit employed in calculating  freight charges.  Where containers, vans, trailers, transportable tanks,  flats, palletized unites and other such packages are not  packed by the Carrier, each individual such container, van,  trailer, transportable tank, palletized unit and other such  package including in each instance it contents, shall be  deemed a single package and Carrier's liability limited to  $500 with respect to each such package.  The Carrier's liability may be increased to a higher  volume by a declaration in writing of the value of the Goods  by the Merchant to the Carrier prior to delivery of the  Goods to the Carrier. Such higher value must be inserted on  the front of the Bill of Lading in the space provided for  and, if required, the Carrier will charge for that added  insurance. If the actual value of the Goods shall exceed  such declared value, the declared value shall nevertheless  be the deemed value and the Carrier's liability, if any,  shall not exceed the declared value. Any partial loss or  damage shall be adjusted pro rata on the basis of such  declared value (this is a requirement under US law whenever  limiting liability).  30 As to loss or damage to the Goods or packages occurring  or presumed to have occurred during ocean voyage, unless  notice of loss or damage and the general nature of it be  given in writing to the Carrier or its agent at the port of  delivery before or at the time of the removal of the Goods  or packages into the custody of the person entitled to  delivery thereof under this Bill of Lading or if the loss or  damage be not apparent within three consecutive days after  delivery at the port of discharge such removal shall be  prima facie evidence of the delivery by the Carrier of the  Goods or packages described in this Bill of Lading.  31 As to loss or damage to the Goods or package occurring  or presumed to have occurred during ocean carriage the  Carrier and the vessel shall be discharged from all  liability in respect of loss, damage, misdelivery, delay or  in respect of any other breach of this contract an any claim  whatsoever with respect to the Goods or packages, unless  suit is brought within one year after delivery of the Goods  or package or the date when the Goods or package should have  been delivered. Suit shall not be deemed brought unless  jurisdiction shall have been obtained over the Carrier  and/or the vessel by service of process or by an agreement  to appear.  32 Gold, silver, specie, bullion or other valuables,  including those named or described in Section 4281 of the  Revised Statutes of the United States will not be received  by the Carrier and a special written agreement therefor has  been made in advance and will not, in any case, be loaded or  landed by the Carrier. No such valuables shall be  considered received by or delivered to the Carrier until  brought aboard the ship by the shipper and put in the actual  possession of and written receipt therefor is given by the  Master or other officer in charge. Such valuables will  only be delivered by the Carrier aboard the ship on  presentation of bills of lading property endorsed and upon  such delivery on board the Carrier's responsibility shall  cease if delivery is not so taken promptly after the ship's  arrival at the port of discharge, the goods may be retained  aboard or landed or carried on safely at the risk and  expense of the goods.  33 It is agreed that superficial rust, oxidation or any  like condition due to moisture is not a condition of damage  but is inherent to the nature of the cargo and  acknowledgement of receipt of the Goods in apparent good  order and condition is not a representation that such  conditions of rust, oxidation and the like did not omit on  receipt.  34 Nothing in this Bill of Lading shall operate to deprive  the Carrier of any statutory protection or exemption from or  limitation of liability, contained in the laws of the United  States or in the laws of any other country which may be  applicable. This Bill of Lading shall be construed  according to the laws of the United States and the Merchant  agrees that any suits against the Carrier shall be brought  in the Federal Courts of the United States. The terms of  this Bill of Lading shall be separable, and if any part or  term hereof shall be held invalid such holding shall not  affect the validity or enforceability of any other part or  term hereof.  35 In the event of any conflict between the provisions of  this document and the actual Bill of Lading for a specific  shipment of Goods, the actual Bill of Lading shall supersede  this document. |