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| 1(a) Except as otherwise provided herein this Bill ofLading shall have effect subject to the provisions of theCarriage of Goods by Sea Act of the United States of Americaapproved April 16, 1936, which shall be deemed to beincorporated herein and nothing herein contained shall bedeemed a surrender by the Carrier of any of its rights orimmunities or an increase of any of its responsibilities orabilities under said Act. The provisions stated said Act(except as otherwise specifically provided herein) shallgovern before loading on and after discharge from the vesseland throughout the entire time the Goods are in the custodyof the Carrier. If this Bill of Lading is issued ordelivered in a locality where there is in force acompulsorily applicable Carriage of Goods by Sea ActOrdinance or Statute of nature similar to the internationalConvention for the Unification of Certain Rules Relating toBills of Lading dated at Brussels August 25, 1924, it shallbe subject to the provisions of said Act Ordinance orStatute and rules thereto annexed.(b) The Carrier shall be entitled to the full benefit ofand right to all limitations of or exceptions from liabilityauthorized by any provisions of Sections 4281 to 4288inclusive of the Revised Statutes of the United States andamendments thereto and of any other provisions of the lawsof the United States or of any other country whose lawsshall apply.2 In this Bill of Lading(a) "Carrier" means the Carrier named on the face sidehereof the vessel her owner, Master, operator, demise,charterer and if bound hereby the time charterer and anysubstitute Carrier whether the owner, operator, charterer orMaster shall be acting as carrier or bailee.(b) "Vessel" means and includes the ocean vessel on whichthe Goods are shipped named on the face hereof, or anysubstitute vessel, also any leadership ferry, barge,lighter or any other water-craft used by the Carrier in theperformance of this contract.(c) "Merchant" means and includes the shipper theconsignee, the receiver, the holder of this bill of lading,the owner of the Goods or person entitled to the possessionof the Goods and the servants or agents of any of these.(d) "Charges" means and includes freight and all expensesand money obligations incurred and payable by the Merchant.(e) "Goods" means and includes the cargo received from theshipper and described on the face side hereof and anyContainer not supplied by or on behalf of the Carrier.(f) "Container" means and includes any container, van,trailer, transportable tank, flat, pallet or any similararticle 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 includeany other water, land or air carrier performing any stage ofthe Combined Transport.3 It is understood and agreed that other than the saidCarrier, no person whatsoever (including the Master,officers and crew or the vessel, all servants, agents,employees, representatives, and all stevedores, terminaloperators, crane operators, watchmen, carpenters, shipcleaners, surveyors and other independent contractorswhatsoever is or shall be deemed to be liable with respectto the Goods, all limitations of and exonerations fromliability provided by law or by the terms hereof shall beavailable to such other persons as herein described incontracting for the foregoing exemptions, limitations andexonerations from liability, the Carrier is acting as agentand trustee for and on behalf of all persons describedabove, all of whom shall to this extent be deemed to bea party to this contract evidenced by this Bill of Lading itbeing always understood that said beneficiaries are notentitled to any greater or further exemptions, limitationsor exonerations from liability than that of those that theCarrier has under this Bill Of lading in any givensituation.4 Subject to all rights, privileges and limitations ofand exonerations from liability granted to the ocean carrierunder this Bill of Lading or by law any liability by therespective participating carrier for loss or damage to theGoods or packages carried hereunder shall be governed by thefollowing: (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 termsand provisions of the Carrier's applicable Tariff or Tariffson file with Federal Maritime Commission or any otherregulatory body which governs a portion of thiscarriage and the terms and provisions of the said Tariff orTariffs are hereby incorporated herein as part of the Termsand conditions of this Bill of Lading Copies of the relevantprovisions of the applicable Tariff or Tariffs areobtainable from the Carrier Federal Maritime Commission,or other regulatory body upon request, in the event of anyconflict between the terms and provisions of such Tariff orTariffs are obtainable from the Carrier Federal MaritimeCommission, or other regulatory body upon request, in theevent of any conflict between the terms and provisions ofsuch Tariff or Tariffs and the Terms and Conditions of thisBill of Lading, this Bill of Lading shall prevail.6 Merchant warrants that in agreeing to the Terms andConditions hereof, he is the Shipper as defined by the FMCin 46 CFR 520 and or has the authority of the person owningor entitled to the possession of the Goods and this bill oflading.7(a) The Carrier shall be entitled to sub-contract on anyterms the whole or any part of the carriage loading,unloading, storing warehousing, handling and any and allduties whatsoever undertaken by the Carrier in relation tothe Goods. The Merchant shall defend, indemnify and holdharmless the Carrier against any claims which may be madeupon the Carrier by any servant, agent or subcontractor ofthe Carrier in relation to the claim against any such personby the Merchant. The provisions of COGSA shall apply byagreement of the parties to all agents, contractors, andsubcontractors, including but not limited to draymen,truckers, stevedores, prior to the loading of and after theunloading of the cargo. Without prejudice to the foregoing,every such servant, agent and subcontractor shall beentitled to the same rights, exceptions, exemptions,defenses, immunities, limitations of liability, privilegesand conditions granted or provided by this Bill of Lading,tariff or statute, including but not limited to theprovisions of COGSA, to which Carrier is entitled and forthe benefit of the Carrier as if such provisions wereexpressly for their benefit, and in entering into thiscontract the Carrier, to the extent of these provisions,does so not only on his Own behalf but also as agent andtrustee for such servants, agents and subcontractors,including the agents, officers and crew of the vessel, inperforming services in connection with the Goods.(b) As to through transportation, the Carrier undertakes toprocure such services as necessary and shall have the rightat its sole discretion to select any mode of land, sea orair transport and to arrange participation by other Carriersto accomplish the combined transport from place of receiptto place of delivery. Whenever any stage of the combinedtransport is accomplished by any land or air Carrier or anyother water Carrier each such stage shall be controlledaccording to any law compulsorily applicable to such stage.8 The carrier shall be entitled but under no obligationto open any Container at any time and to inspect thecontents unless applicable law prohibits same if itthereupon appears that the contents or any part thereofcannot safely or properly be carried or carried furthereither at all or without incurring additional expense ortaking any measures in relation to the Container or itscontents or any part thereof, the Carrier may abandon thetransportation thereof and/or take any measures and/or takeany measures and/or incur, any reasonable additional expenseto carry or to continue the carriage or to store the sameashore or afloat under cover or in the open at any placewhich storage shall be deemed to constitute due deliveryunder this Bill of Lading. The Merchant shall indemnify theCarrier against any reasonable additional expense soincurred.9 Carrier may containerize any Goods or packagesContainers may be stowed on deck or under deck and when sostowed shall be deemed for all purposes to be stowed underdeck including for General Average and U.S. Carriage ofGoods 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 atMerchant's risk (including accident or mortality of animals)and the Carrier shall not in any event be liable for anyloss or damage thereto arising or resulting from any mattersmentioned in Section 4 Sub-Section 2(a) to (p) inclusive ofthe United States Carriage of Goods by Seas Act or fromany other cause whatsoever not due to the fault of theCarrier any warranty of seaworthiness in the premises beinghereby waived and the burden of proving liability being inall respects upon the Merchant Except as provided above suchshipments shall be deemed Goods and shall be subject to allterms and provisions of this Bill of Lading relating toGoods.11 Special containers with heating or refrigeration unitswill not be furnished unless contracted for expressly inwriting at time of booking and when furnished, may entailand increased freight rate or charge Shipper shall adviseCarrier of desired temperature range when delivering Goodsto Carrier and Carrier shall exercise due diligence tomaintain the temperature within a reasonable range while thecontainers are in its custody or control. The Carrier doesnot, however, accept any responsibility for the functioningof heated or refrigerated containers not owned or leased byCarrier.12 The scope of the voyage herein contracted for shallinclude usual or customary or advertised ports of callwhether named in this contract or not, also ports in or outof the advertised, geographical or usual route or order,even though in proceeding thereto the vessel may sailbeyond the port of discharge names herein or in a directioncontrary thereto, or return to the original port or departfrom the direct or customary route and includes all canals,straits, and other waters. The vessel may call at any portfor the purposes of the current, prior or subsequentvoyages. The vessel may omit calling at any port whetherscheduled or not, and may call at the same port more thanonce, may discharge, may for matters occurring before orafter loading, and either with or without the goods on boardand before or after proceeding towards the port ofdischarge, adjust compasses, drydock with or without cargoon board. Stop for repairs, shift berths, make trial tripsor tests, take fuel or sots, remain in port, tie on bottom,aground or at anchor, sail with or without pilots, low andbe towed and save or attempt to save life or property andall 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 unarmedcargo with or without convoy.The Carrier's sailing schedules are subject to changewithout notice both as to the sailing date and date ofarrival. If this is a Through Bill of Lading, noCarrier is bound to transport the shipment by anyparticular train, truck, aircraft, vessel or othermeans of conveyance, or in time for any particularmarket or otherwise. No Carrier shall be liable fordelay and any Carrier shall have the right to forwardthe goods by substitute Carrier.13 If at any time the performance of the contractevidenced by this Bill of Lading is or is likely to beaffected by any hindrance, risk, delay, difficulty ordisadvantage of whatsoever kind which cannot be avoided bythe exercise of reasonable endeavors, the Carrier (whetheror not the transport is commenced) may without notice to theMerchant treat the performance of this contract asterminated and place the Goods or any part of them at theMerchant's disposal at any place or port which the Carriermay deem safe and convenient, whereupon the responsibilityof the Carrier in respect of such Goods shall cause. TheCarrier shall nevertheless be entitled to full freightand charges on Goods received for transportation and theMerchant shall pay any additional costs of carriage to anddelivery and storage at such place or port.14 If the Carrier makes a special agreement whether bystamp hereon or otherwise, to deliver the Goods at aspecified dock or place, it is mutually agreed that suchagreement shall be construed to mean that the Carrier is tomake such delivery only if, in the sole judgement of theCarrier the vessel can get to be at and leave said dock orplace is available for immediate receipt of the Goods andthat otherwise the Goods shall be discharged as otherwiseprovided in this Bill of Lading, whereupon allresponsibility of Carrier shall cause.15 The port authorities are hereby authorized to grant ageneral order for discharging immediately upon arrival ofthe vessel at the destination, discharge the goodscontinuously Sundays and holidays included, at all suchhours by day or by night as the Carrier may determine nomatter what the state of the weather or custom of the portmay be. The Carrier shall not be liable in any respectwhatsoever, if heat or refrigeration or special coolingfacilities shall not be furnished during loading ordischarge or any part of the time that the Goods are uponthe wharf, craft or other loading or discharging place. Landing and delivery charges and pier dues shall be atthe expense of the Goods unless included in the freightherein provided for, if the Goods are not taken away by theconsignee by the expiration of the next working day afterthe Goods are at his disposal the Goods may at Carriersoption and subject to Carrier's lien, be sent to store orwarehouse or be permitted to lie where landed, but always atthe expense and risk of the Goods. The responsibilities ofthe Carrier in any capacity shall altogether cease and theGoods shall be considered to be delivered and at their ownrisk and expense in every respect when taken into thecustody of Customs or other Authorities, or into that of anymunicipal or governmental concessionaire or depository. TheCarrier shall not be required to give any notification ofdisposition of the Goods, except as may be otherwiseprovided in this Bill of Lading. Carrier shall not be liable for any loss of or damageto Goods in a special hold or container arising from thelatent defects, derangement, breakdown, or stoppage of therefrigeration, ventilation or heating machinery,insulation or other such apparatus of the container providedthat the Carrier exercises due diligence to maintain thespecial hold or Container in an efficient state. Merchantmust provide prior written notice of the nature of anytemperature controlled goods and the required temperaturesetting of the thermostatic controls before receipt of thegoods by Carrier. In case of temperature controlledContainer stuffed by or on behalf of the Merchant, Merchantfurther undertakes that the Container has been properlypre-cooled, that the Goods have been properly stuffed in theContainer, and that its thermostatic controls have beenproperly set by the Merchant before receipt of the Goods bythe Carrier. Merchant's attention is drawn to the fact thatrefrigerated containers are not designed to freeze downcargo which has not been presented or packed at or below itsdesignated temperature. Carrier shall not be responsible forthe consequences of cargo tendered at a highter temperaturefor transportation. Carrier shall not be liable for any lossof or damage to the goods, if the above requirements aremet.16 At port or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo tolighters or other craft, or where conditions prevailing atthe terms render discharge at a wharf dangerous imprudent,or likely to delay the vessel, the Merchant shall promptlyfurnish lighters or other craft to take delivery alongsidethe ship at the risk and expense of the Goods. If theMerchant fails to provide such lighters or other craftCarrier acting solely as agent for the Merchant may engagesuch lighters or other craft at the risk and expense of theGoods Discharge of the Goods into such lighters or othercraft shall constitute proper delivery and any furtherresponsibility of Carrier with respect to the goods shallthereupon terminate.17 The Carrier shall have liberty to comply with any orderor directions or recommendations in connection with thetransport under this contract of carriage given by anyGovernment or Authority or anyone acting or purporting toact on behalf of such Government or Authority or havingunder the terms of the mortgage or insurance on the vesselor other transport, the right to give such orders,directions or recommendations Discharge or delivery of theGoods in accordance with the said order or directions orrecommendations shall be deemed a fulfillment of thecontract. Any extra expense incurred in connection with theexercise of the Carrier's liberty under this clause shall bepaid by the Merchant in addition to freight and charges.18 Whenever the Carrier or Mater may deem it advisable orin 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 anypart of the shipment before or after loading at the originalport of shipment, or any other place or places even thoughoutside the scope of the voyage or the route to or beyondthe port of discharge or the destination of the Goods, bywater, by land or by air or by any combination thereof,whether operated by the Carrier or others and whetherdeparting or arriving or scheduled to depart or arrivebefore or after the ship expected to be used for thetransportation of the shipment. The Carrier may delayforwarding awaitinga vessel or conveyance in its own service or with which ithas established connections, in all cases where the shipmentis delivered to another Carrier or to a lighter PortAuthority, warehouseman or other bailee for transshipment,the liability of this Carrier shall absolutely cause whenthe Goods are out of its exclusive possession and shall notresume until the Goods again come into its exclusivepossession and the responsibility of this Carrier during anysuch period shall be that of an agent of the Merchant, andthis Carrier shall be without any other responsibilitywhatsoever. The carriage by any transshipping or on-Carrierand all trans-shipment or forwarding shall be subject to athe terms whatsoever in the regular form of bill of lading,consignment note, contract or other shipping document usedat the time by the Carrier performing such transshipment orforwarding.19 In any situation whatsoever and wheresoever occurringand whether existing or anticipated before commencement ofor during the combined transport which in the judgement ofthe Carrier or the Master is likely to give use to risk ofcapture,seizure, detention, damage, delay or disadvantageor loss to the Carrier or any part of the Goods to make xxximprudent or unlawful for any reason to receive, keep, load,or carry the goods, or commence or proceed on or continuethe transport or to enter or discharge the goods ordisembark passengers at the port of discharge, or the usualor agreed or intended place of discharge or delivery, or togive rise to delay or difficulty in proceeding by the usualor intended route, the Carrier or the Master may decline toreceive, keep, load or carry the Goods or may de vancontainer(s) contents or nay part thereof and may requirethe Merchant to take delivery of the Goods at the place orreceipt of any other point in the combined transport andupon failure to do so may warehouse the Goods at the riskand expense of the Goods of the vessel, whether or notproceeding towards or entering or attempting to enter a portof discharge, or reaching or attempting to reach a usualplace of discharge therein or attempting to discharge theshipment may discharge the Goods and/or even the contents ofany container(s) at another port, depot, lighter, craft, orother place or may forward or transship them as provided inat this Bill of Lading or the Carrier or the Master mayretain the Goods, vanned or un vanned on board until thereturn of the vessel to the port of loading or to the portof discharge or until such time as the Carrier or theMaster thinks advisable and discharge the Goods, at anyplace whatsoever as herein provided. The Carrier or theMaster is not required to give notice of such devanning orof discharge of the Goods or of the forwarding thereof asherein provided. When the Goods are discharged from the shipas herein provided. When the Goods are discharged from theship as herein provided, such shall be at the risk andexpense of the Goods. Such discharging shall constitutecomplete delivery and performance under this contract andthe Carrier shall be free from any further responsibility,unless it be shown that any loss or damage to the Goodsarose from Carrier(s) negligence in the discharge anddelivery as herein provided, the burden of establishing suchnegligence being on the Merchant. For any service renderedto the Goods as herein above provided or for any delay orexpense to the vessel caused as a result thereof, theCarrier shall be entitled to a reasonable extra compensationand shall have a lien on the goods for such carriage.Notice of disposition of the Goods shall be mailed toshipper or consignee named in this Bill of Lading Goods shutout from the vessel named herein for any cause may beforwarded on a subsequent vessel of this Line or atCarrier's option, on a vessel of another Line or by othermode of transportation.20 Notwithstanding the foregoing the Carrier shall neitherbe liable therefor nor concluded as to the correctness ofany such marks descriptions or representations. When any charge unit owned or leased by Carrier ispacked or loaded by shipper or its agent or discharged byconsignee or its agent shipper consignee, receiver, holderof this Bill of Lading, owners of the Goods and personentitled to the possession or the Goods shall be and remainliable, jointly and severally, for any loss or damage to thecargo unit during such loading or discharge howsoeveroccurring, until the cargo until its returned to Carrier'scustody and at tariff rates for any delay beyond the timeallowed for such loading or discharge and for any lossdamage or expense incurred by Carrier as a result of thefailure to return the cargo unit to the Carrier in the samesound condition and state of cleanliness as when received byshipper. Such loss, damage, expense or delay shallconstitute a lien on the Goods. Where a cargo until is to be unpacked or unloaded byconsignee or its agent, consignee or its agent shallpromptly unpack or unload such cargo unit and take deliveryof its content, irrespective of whether the Goods are damagedor not Carrier shall not be liable for loss or damage causedto the Goods by or during such unpacking or unloading.21 When containers, vans, trailers, transportable tanks,flats, palletized units, and all other packages fallhereinafter referred to generically as cargo units are notpacked or loaded by Carrier such cargo units shall be deemedshipped as "Shipper's weight, load and count", Carrier hasno reasonable means of checking the quantity, weight,condition or existence of the contents thereof does notrepresent the quantity weight, condition, or existence ofsuch contents as furnished by the shipper and inserted inthis Bill of Lading to accurate, and shall not be liablefor non-receipt or mis description of such contents. Carriershall have no responsibility or liability whatsoevertherefor or for the packing, loading, securing and/orstowage of contents of such cargo units, or for loss ordamage caused thereby or resulting therefrom, or for thephysical suitability or structural adequacy of such cargounits property to contain their contents. The Merchant, whether principal or agent by packing orloading the cargo unit and/or by allowing the cargo unit tobe so packed or loaded, represents, guarantees and warrants(a) that the Goods are properly described, marked and safelyand securely packed in their respective cargo units, thatsuch cargo units are physically suitable sound andstructurally and on the transport and that the cargo unitsmay be handled in the ordinary course without damage tothemselves or to their contents or to the vessel orconveyance or to their other cargo or property or persons.(b) that all particulars with regard to the cargo units andtheir contents, and the weight of each said cargo unit arein all respects correct and (c) that they have ascertainedand fully disclosed in writing to the Carrier and allparticipating Carriers on or prior to shipment andcondition, ingredient or characteristic of the Goods whichmight indicate that they are inflammable, explosive,corrosive, radioactive, noxious, hazardous or dangerous innature or which might cause damage, injury or detriment tothe Goods, or to the vessel, conveyance or other cargo or toproperty or persons and that they have complied fully withall statutes ordinances and regulations of the Department ofTransportation of the United States of America and all otherregulatory bodies with respect to labeling, packaging, andpreparation for shipment of all such Goods. The shipper, consignee, receiver, holder of this Billof Lading, owner of the Goods and person entitled to thepossession of the Goods jointly and severally agree fullyto protect and indemnify Carrier, and to hold it harmlessin respect of any injury or death of any person or loss ordamage to cargo or cargo unit or any other property, or tothe vessel or conveyance or expense or fine arising out ofdamage to cargo or cargo unit or any other property or tothe vessel or conveyance or expense or fine arising out ofor in any way connected with breach or any of the foregoingrepresentations or warranties, howsoever occurring, evenwithout fault of shipper, consignee and/or owner of theGoods, and even though such injury, death, loss or damageis caused in whole or in part by fault of the Carrier orunseaworthiness.22 The Merchant and the Goods themselves shall be liablefor and shall indemnify the Carrier, and the Carrier shallhave a lien on the Goods for all expenses of mending,repairing, fumigation, repacking, coopering baling,reconditioning of the Goods and gathering of loose contentsof packages, also for expenses for repairing containersdamaged while in the possession of the Merchant fordemurrage on containers and any payment, expense, fines,dues, duty, tax, impost, loss, damage or detention sustainedor incurredby or levied upon the Carrier, vessel or conveyance inconnection with the Goods, howsoever caused, including anyaction or requirement of any government or governmentalauthority or person purporting to act under the authoritythereof seizure under legal process or attempted seizureincorrect or insufficient marking, numbering or addressingof containers, packages or description of the contents,failure of the Merchant to procure consular Board of Healthor other certificates to accompany the Goods or to complywith laws or regulations or any kind imposed with respect tothe Goods by the authorities at any port or place or any actor omission of the Merchant. The Carrier's lien shallsurvive delivery and may be enforced by private or publicsale and without notice.23 Freight shall be payable at Carrier's option on actualgross intake weight or measurement or on actual grossdischarge weight or measurement or on a value or otherbasis. Freight may be calculated on the basis of theparticulars of the Goods furnished by the shipper herein,but the Carrier may, as previously stated herein at any timeopen the packages or containers and examine weight measureand value the Goods (unless applicable law prohibits same).In case shipper's particulars are found to be erroneous andadditional freight payable, the Merchant and the Goods shallbe liable for any expense incurred for examining, weighing,measuring and valuing the Goods. Full freight shall bepaid on damaged or unsound goods. Full freight hereunderto place of delivery named herein and advance charges(including on Carrier's) shall be considered freightcompletely names on receipt of the Goods by the Carrier,whether the freight be stated or intended to be prepaid orto be collected at destination, and the Carrier shall beentitled to all freight and charges, extra compensation,demurrage, detention, General Average claims and any otherpayments made and liability incurred with respect to theGoods, whether actually paid or not, and to receive andretain them irrevocably under all circumstances whatsoevervessel, conveyance and/or cargo lost damaged or otherwise,or the combined transport changed, frustrated or abandonedin case of forced abandonment or interruption of thecombined transport for any cause, any forwarding of thegoods or any part thereof shall be at the risk and expenseof the Goods. All unpaid charges shall be paid in full,without any offset, counterclaim or deduction in thecurrency of the place of receipt or at Carrier's option inthe currency of the place of delivery at the demand rate ofNew York exchange as quoted on day of arrival of the Goodsat the place of delivery. The Merchant shall be jointly and severally liable tothe Carrier for the payment of all freight charges and theamounts due to the Carrier, and for any failure of either orboth to perform his or their obligations under theprovisions of the Bill of Lading and they shall indemnifythe Carrier against, and hold it harmless from allliability, loss, damage and expense which the Carrier maysustain or incur arising or resulting from any such failureof performance by the Merchant. Any person, firm orcorporation engaged by any party to perform forwardingservices with respect to the cargo shall be considered theexclusive agent of the Merchant for all purposes and anypayment of freight to such person, firm or corporation shallnot be considered payment to the Carrier in any eventFailure of such person, firm or corporation to pay any partof the freight to the Carrier shall be considered a defaultby the Merchant in the payment of the freight. The Carrier shall have a lien on the Goods and anydocuments relating thereto which shall survive delivery, forall freight charges and damage of any kind whatsoever andfor the costs or recovering same including expenses incurredin preserving this lien and may enforce this lien public orprivate, safe and without notice. The Shipper, consignee,receiver, holder of this Bill of Lading, owner to the Goodsand person entitled to the possession of the Goods shall bejointly and severally liable to the Carrier for the paymentof all freight charges and damages as aforesaid and for theperformance of the obligations of each of them hereunder.24 The Carrier shall in no circumstances be liable fordirect, indirect or consequential loss or damage by delay orany other cause whatsoever and howsoever caused. Withoutprejudice to the foregoing, if the Carrier is found liablefor delay, liability shall be limited to that identified inParagraph 29, the freight applicable to the relevant stageof transportation or to the cost of replacing lost Goods orrepairing damaged Goods, whichever is lowest.25 The weight or quantity of any bulk cargo inserted inthis Bill of Lading is the weight or quantity as ascertainedby a third party other than the Carrier and Carrier makes norepresentation with regard to the accuracy thereof. ThisBill of Lading shall not be deemed evidence against theCarrier of receipt of goods of the weight of quantity soinserted in the Bill of Lading.26 Neither the Carrier nor any corporation owned bysubsidiary to or associated or affiliated with the Carriershall be liable to answer for or make good any loss ordamage to the goods occurring at any time and even thoughbefore loading on or after discharge from the ship by reasonor by means of any fire whatsoever unless such fire shallbe caused by its design or neglect or by its actual fault orprivity in any case where this exemption is not permitted bylaw. Carrier shall not be liable for lots or damage by fireunless shown to have been caused by Carrier's negligence.27 If the vessel comes into collision with another vesselas a result of the fault or negligence of the other vesseland any act neglect or default of the Carrier, Master,mariner, pilot or the servants of the Carrier in thenavigation or in the management of the vessel the Merchantwill indemnify the Carrier against all loss or liability tothe other or non-carrying vessel or her owners insofar assuch loss or liability represents loss of or damage to orany claim whatsoever of the Merchant paid or payable by theother or non-carrying vessel or her owners to the Merchantand set-off, recouped or recovered by the other ornon-carrying vessel or her owners as part of their claimagainst the carrying vessel or Carrier. The foregoing provisions shall also apply where theowners, operators or those in charge of any vessel orvessels or objects are at fault in respect of a collision,contact, stranding or other accident. This provision is to remain in effect in otherjurisdictions even if unenforceable in the Courts of theUnited States of America. 28 General average shall be adjusted stated andsettled according to York-Antwerp Rules 1974, except RuleXII thereof, at such port of place as may be selected by theCarrier an as to matters not provided for by these Rulesaccording to the laws and usages of New York. In such adjustment disbursements in foreign currenciesshall be exchanged into United States money at the rateprevailing on the dates made and allowances for damage tocargo claimed in foreign currency shall be converted at therate prevailing on the last day of discharge at the portor place of final discharge of such damaged cargo from the.Average agreement or bond and such additional security asmay be required by the Carrier must be furnished beforedelivery of the goods. Such cash deposit as the Carrieror his agents may deem sufficient as additional security forthe contribution of the goods and for any salvage andspecial charges thereon shall, if required, be made by theGoods, shippers, consignees or owners of the goods to theCarrier before delivery of the Goods. Notwithstandinganything hereinbefore contained, such deposit shall at theoption of the Carrier be payable on United States currencyand be remitted to the adjuster pending settlement of theGeneral Average and refunds of credit balances if any, shallbe paid in United States currency. In addition to thecircumstances dealt with in the 1974 York-Antwerp andrefunds of credit balances, if any, shall be paid indiligence in the stowage of cargo and if the safeprocecusion of the voyage is thereafter imperiled inconsequence of the disturbance of stowage, the costs ofhandling, discharge, reloading and restowing cargo shall beallowed in General Average, even though the handling ofcargo is not necessary for the purpose of affecting repairsto the vessel. In the event of accident, danger or disaster before orafter commencement of the voyage resulting from any causewhatsoever, whether due to negligence or not, for which, orfor the consequence of which the Carrier's not responsibleby statute, contract or otherwise, the Goods, the shipper,consignee, receiver, holder of this Bill of Lading, owner ofthe Goods and person entitled to the possession off theGoods, jointly and severally, shall contribute with theCarrier in General Average to the payment of any sacrifices,losses or expenses of a General Average nature that may bemade or incurred and shall pay salvage and special chargesincurred in respect of the Goods if a salving ship is ownedor operated by the Carrier, salvage shall be paid for asfull and in the same manner as if such salving ship or shipswere owned or operated by strangers, Cargo's contribution inGeneral Average shall be paid to the ship owner even whensuch average is the result of fault, neglect or error of theMaster, pilot, officers or crew. The merchant expresslyrenounces any and all codes, statutes, laws or regulationswhich might otherwise apply.29 In case of any loss or damage to or in connection withGoods exceeding in actual value the equivalent of $500lawful money of the United States, per package, or in caseof Goods not shipped in packages, per shipping unit, thevalue of the Goods shall be deemed to be $500 per package orper shipping unit. The Carrier's liability, if any, shallbe determined on the basis of a value or $500 per package orper shipping unit or pro rata in case of partial loss ordamage, unless the nature of the Goods and a valuationhigher than $500 per package or per shipping unit shall havebeen declared by the shipper before shipment and inserted inthis Bill of Lading and extra freight paid if required. Insuch case, if the actual value of the Goods per package orper shipping unit shall exceed such declared value, thevalue shall nevertheless be deemed to be declared value andany partial loss or damage shall be adjusted pro rata on thebasis of such declared value. The words "shipping unit"shall mean each physical unit or piece of cargo not shippedin a package including articles or things of any descriptionwhatsoever, except goods shipped in bulk, and irrespectiveof the weight or measurement unit employed in calculatingfreight charges. Where containers, vans, trailers, transportable tanks,flats, palletized unites and other such packages are notpacked by the Carrier, each individual such container, van,trailer, transportable tank, palletized unit and other suchpackage including in each instance it contents, shall bedeemed 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 highervolume by a declaration in writing of the value of the Goodsby the Merchant to the Carrier prior to delivery of theGoods to the Carrier. Such higher value must be inserted onthe front of the Bill of Lading in the space provided forand, if required, the Carrier will charge for that addedinsurance. If the actual value of the Goods shall exceedsuch declared value, the declared value shall neverthelessbe the deemed value and the Carrier's liability, if any,shall not exceed the declared value. Any partial loss ordamage shall be adjusted pro rata on the basis of suchdeclared value (this is a requirement under US law wheneverlimiting liability).30 As to loss or damage to the Goods or packages occurringor presumed to have occurred during ocean voyage, unlessnotice of loss or damage and the general nature of it begiven in writing to the Carrier or its agent at the port ofdelivery before or at the time of the removal of the Goodsor packages into the custody of the person entitled todelivery thereof under this Bill of Lading or if the loss ordamage be not apparent within three consecutive days afterdelivery at the port of discharge such removal shall beprima facie evidence of the delivery by the Carrier of theGoods or packages described in this Bill of Lading.31 As to loss or damage to the Goods or package occurringor presumed to have occurred during ocean carriage theCarrier and the vessel shall be discharged from allliability in respect of loss, damage, misdelivery, delay orin respect of any other breach of this contract an any claimwhatsoever with respect to the Goods or packages, unlesssuit is brought within one year after delivery of the Goodsor package or the date when the Goods or package should havebeen delivered. Suit shall not be deemed brought unlessjurisdiction shall have been obtained over the Carrierand/or the vessel by service of process or by an agreementto appear.32 Gold, silver, specie, bullion or other valuables,including those named or described in Section 4281 of theRevised Statutes of the United States will not be receivedby the Carrier and a special written agreement therefor hasbeen made in advance and will not, in any case, be loaded orlanded by the Carrier. No such valuables shall beconsidered received by or delivered to the Carrier untilbrought aboard the ship by the shipper and put in the actualpossession of and written receipt therefor is given by theMaster or other officer in charge. Such valuables willonly be delivered by the Carrier aboard the ship onpresentation of bills of lading property endorsed and uponsuch delivery on board the Carrier's responsibility shallcease if delivery is not so taken promptly after the ship'sarrival at the port of discharge, the goods may be retainedaboard or landed or carried on safely at the risk andexpense of the goods.33 It is agreed that superficial rust, oxidation or anylike condition due to moisture is not a condition of damagebut is inherent to the nature of the cargo andacknowledgement of receipt of the Goods in apparent goodorder and condition is not a representation that suchconditions of rust, oxidation and the like did not omit onreceipt.34 Nothing in this Bill of Lading shall operate to deprivethe Carrier of any statutory protection or exemption from orlimitation of liability, contained in the laws of the UnitedStates or in the laws of any other country which may beapplicable. This Bill of Lading shall be construedaccording to the laws of the United States and the Merchantagrees that any suits against the Carrier shall be broughtin the Federal Courts of the United States. The terms ofthis Bill of Lading shall be separable, and if any part orterm hereof shall be held invalid such holding shall notaffect the validity or enforceability of any other part orterm hereof.35 In the event of any conflict between the provisions ofthis document and the actual Bill of Lading for a specificshipment of Goods, the actual Bill of Lading shall supersedethis document. |