

## GENERAL TERMS AND CONDITIONS FOR OCEAN FREIGHT

The below terms and condition are in line with DACHSER Ocean Container Line Bill of Lading Terms and Conditions.

In accepting this B/L, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and agrees that all agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

### 1. General Provisions/Definitions

**1.1 "Carrier"** means the Company stated on the front of this Bill of Lading (hereafter called "B/L") as being the carrier and by which or for which this B/L is signed.

**1.2 "Agent"** means the Company stated on the front of this B/L as being the agent of the Carrier and having signed this B/L for and on behalf of the Carrier.

**1.3 "Merchant"** includes and means the Shipper, the Consignee, the receiver, the holder of this B/L, the owner of the goods, any person having a present or future interest in the goods or any person acting on behalf of any of the above mentioned persons.

**1.4 "Goods"** includes the cargo supplied by the Merchant and includes any transport equipment (containers, trailers, wagons, reefer or other special equipment, transportable tank, pallets, etc.) not supplied by or on behalf of the Carrier, irrespective of whether such property is to be or is carried on or under deck.

**1.5 "Shipper"** means the person who concludes the transport contract with the Carrier.

**1.6 "Consignee"** means the person entitled to receive the goods from the Carrier.

**1.7 "Carriage"** means the whole of the transport operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

**1.8 "Port-to-Port shipment"** arises only where the place of receipt and the place of delivery are not indicated on the front of this B/L or if both are ports and the B/L does not in the nomination of the place of receipt or the place of delivery on the front hereof specify any place or spot within the area or the port so nominated.

**1.9 "Combined Transport"** arises where the Carriage called for by this B/L is not a Port-to-Port shipment.

**1.10 "Vessel" or "ship"** means the vessel named on the face hereof together with any ship, craft, lighter, barge, feedership, ferry or other means of transportation substituted in whole or in part, for the vessel named on the face hereof.

**1.11 "Package"** is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Merchant or on its behalf, although

the Merchant may have furnished a description of the contents of such sealed container on this B/L.

**1.12** The provisions set out and referred to in this B/L shall also apply when the transport as described on the face of the B/L is performed by one mode of transport only. Pick-up, delivery and transshipment operations carried out in the performance of the one mode transport and which are incidental to such transport do not constitute a different mode of transport for the purposes of this B/L.

## **2. Scope / Issuance**

**2.1** By issuance of this B/L the Carrier

- undertakes to perform and/or to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this B/L. - assumes liability as set out in these conditions. The Carrier may at any time and without notice to the Merchant
- Carry the Goods by any means of transport and by any route or in any direction whatsoever, whether within or out of the most direct or advertised or customary route and proceed beyond the port and/or place of discharge or in a direction contrary thereto or return to the original place and/or port of departure.
- load and unload the Goods at any place, land or store them either on shore or afloat, transfer, transship, reship or forward them at any place or port, dry-dock a vessel with or without cargo on board.

**2.2** The rights set out under Clause 2.1 may be invoked by the Carrier for any purpose whatsoever including repairs, towing or being towed, sailing with or without pilots, adjusting equipment or instruments, dry-docking, and assisting vessels in all situations. Anything done in accordance with Clause 2.1 or any delay arising there from is within the contractual carriage and not a deviation.

## **3. Time bar**

The Carrier shall, unless otherwise expressly agreed, be relieved of all liability under these conditions unless suit is brought within 9 months (unless mandatory law provides something different) after the discharge or delivery of the Goods or the date when the Goods should have been delivered, whichever kind of transport applies as described in this B/L.

## **4. Warranty**

The Merchant warrants that by agreeing to the terms hereof, he is or has the authority of or is the agent of the person owning or being entitled to possession of the Goods or any other person who has a present or future interest in the Goods.

## **5. Law and Jurisdiction**

Any claim or dispute under this B/L shall be determined by the law and courts of Hong Kong, Special Administrative Region of the People's Republic of China.

## **6. Negotiability and Title to the Goods**

**6.1** This B/L shall be non-negotiable unless made out to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

**6.2** This B/L shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described in this B/L. However, proof to the contrary shall not be admissible when this B/L has been negotiated or transferred for valuable consideration to a third party acting in good faith.

## **7. Sub-Contracting**

The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, warehousing or carriage of the Goods and all duties undertaken by the Carrier in relation to the Goods.

## **8. Exemptions and Immunities of Servants, Agents and other Sub-Contractors**

**8.1** The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including but not limited to the Carrier's servants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, unless otherwise agreed by Carrier. If any claim or allegation should nevertheless be made, the Merchant shall defend, indemnify and hold harmless the Carrier against all consequences thereof.

**8.2** Without prejudice to the foregoing, every such person shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as agent and trustee for such persons.

**8.3** The Merchant shall defend, indemnify and hold harmless the Carrier against any claim of liability (and any expense arising there from) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this B/L.

## **9. Methods and Routes of Transportation / Delivery**

**9.1** The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

**9.2** The Carrier reserves the right to determine whether Goods and livestock shall be carried on deck, on an open lorry, on an open trailer or an open railway wagon. Goods, which are stated herein to be carried on deck or on open lorries, trailers or railway wagons and livestock may be carried on deck, on an open lorry, on an open trailer or an open railway wagon, and if so they are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature, whether caused by unseaworthiness or negligence or any other cause whatsoever. This shall also apply for the carriage of containers (dry containers, high cube containers, flat rack containers, reefer containers, open-top containers, tank containers, etc.)

**9.3** The Carrier shall have the right to deliver the Goods or part thereof at any time at any port or place designated by the Carrier and stores the Goods at any such port or place at the sole risk and expense of the Merchant. Any mention in this B/L of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

**9.4** Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorised by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge.

**9.5** If Goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored in the open or under cover at Merchant's expense.

**9.6** If the Goods are unclaimed during a reasonable time or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

**9.7** The Carrier may receive Goods in less than Full Container Load amounts and may in its absolute discretion, repack, transport and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any damages or costs attributable to such action or any revenues or contributions received.

## **10. Responsibility of the Carrier**

### **(A) Port-to-Port Shipment**

**10.1** When the Carriage called for by this document is a Port-to-Port Shipment, then during any time when the Carrier has any responsibility by law or otherwise with respect to the Goods, the liability of the Carrier for loss of and damage to the Goods shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this B/L including the UK Carriage for Goods by Sea Act (1924), the US Carriage for Goods by Sea Act (1936), the Water Carriage of Goods Act (1993) of Canada. If no such national law is compulsorily applicable, then in accordance with The Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924, or the said Hague Rules as amended by the protocol (Hague Visby Rules dated 1968) shall be compulsorily applicable to this contract.

**10.2** If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container Yard (CY) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge, the liability of the Carrier shall be determined by the Hague Rules, or the Hague Visby Rules respectively as mentioned under Clause 10.1 here before or whether the loss or damage is provided to have occurred during the period of Carriage at sea or prior or subsequent thereto.

**10.3** The Carrier shall be liable for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship.

### **(B) Combined Transport**

**10.4** The Carrier shall be liable for loss or damage to the Goods occurring from the time when the Carrier received the Goods into its charge until the time of delivery.

**10.5** The Carrier shall however be relieved of liability for any loss or damage if such loss or damage arise or be resulted from:

- a) The wrongful act or neglect of the Shipper or Consignee
- b) Compliance with the instructions of the person entitled to give them
- c) The lack of or defective condition of packing in the case of Goods which by their nature are liable to wastage or to be damaged when not (adequately) packed
- d) Handling, loading, stowage or unloading of the Goods by the Shipper, the Consignee or any other person acting on behalf of the Shipper or the Consignee
- e) Inherent vice of the Goods
- f) Insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads
- g) Strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial general.
- h) An act, neglect or default in the navigation of a ship occurring during Carriage by water
- i) Fire occurring during Carriage by water, unless the fire was caused by the actual fault or privity of the Carrier or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods.
- j) A nuclear incident, if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy
- k) Any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

**10.6** Where under Clause 10.4 the Carrier is not under any liability in respect to some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable under this Clause have contributed to the loss or damage.

**10.7** The burden of proof that the loss or damage was due to one or more of the causes, or events, specified in Clause 10.4 shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in Clause 10.4; it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

**10.8** Notwithstanding anything provided for in other clauses of these Conditions, if it can be proven where the loss or damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier be entitled to require such liability to be determined by the provisions contained in any international convention or national law or customary terms and conditions, which provisions

- cannot be departed from by private contract to the detriment of the claimant, and
- would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if above mentioned regulations shall apply. If it cannot be proven where the loss or damage occurred, then the liability of the Carrier is limited according to the regulations mentioned under clause 10.1 of this B/L.

## **11. Responsibility of the Merchant**

**11.1** The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers value are correct. In case Carrier is responsible for transmitting to (customs)

authorities in accordance with the respective authorities' requirements information including, without limitation, precise commodity descriptions, numbers and quantities of the smallest external packing unit, the Shipper's complete name and address, the Consignee's complete name and address, hazardous materials codes, and transport equipment seal numbers he relies for this and other purposes on information provided by Merchant. The Merchant warrants to Carrier that all particulars of the Goods, including but without limitation, the precise descriptions, marks, numbers, quantities, weight, seal number, identities of Shipper and Consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from delay or any inaccuracy. These regulations shall also apply, if Merchant itself is a non-vessel operating common-carrier (NVOCC) and acts as co-loader who transmits itself the detailed information to the respective (customs) authorities.

**11.2** The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage (see clause 10) having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within transport equipment and trailers and on fats when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the transport equipment, when supplied or accepted by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

If transport equipment has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

- Negligent filling, packing or stowing of the transport equipment
- The contents being unsuitable for carriage in transport equipment or
- The unsuitable or defective condition of the transport equipment unless the transport equipment has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the transport equipment was filled, packed or stowed. The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient packing, marking, numbering or addressing of the Goods and indemnify the Carrier in respect thereof.

**11.3** No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the transport equipment or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to charges.

**11.4** The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, transport equipment) of the Carrier or any person or vessel (other than the Merchant) caused by

the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

**11.5** The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, and liability or expense whatsoever arising from any breach of the provisions of this clause or from any cause in connection with the Goods for which the Carrier is not responsible.

**11.6** The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained. In the case of a temperature controlled transport equipment stuffed by or on behalf of the Merchant, the Merchant further undertakes that the transport equipment has been properly pre-cooled, that the Goods have been properly stuffed in the transport equipment and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, break-down, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the transport equipment, provided that the Carrier or his servants shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated transport equipment in an efficient state.

## **12. Delay, Consequential Loss**

The Carrier does not undertake that the Goods shall arrive at any place at any particular time. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. If nevertheless the Carrier is held liable due to compulsory national or international law for direct or indirect or consequential loss or damage caused by delay, such liability shall in no case exceed the freight for the transport covered by this document.

## **13. Matters affecting Performance**

**13.1** The Carrier shall use reasonable endeavors to complete the transport and to deliver the Goods at the place designated for delivery.

**13.2** If at any time the performance of the contract as evidenced by this document is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by virtue of Clause 13.1 the Carrier has no duty to complete the performance of the contract, the Carrier may elect to:

- treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient or
- deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

## **14. Limitation of liability**

**14.1** Assessment of compensation for loss or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the

place and time when, in accordance with this B/L, they should have been so delivered. In case of partial loss and/or damage compensation shall be assessed on a pro rata basis.

**14.2** The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind and quantity

**14.3** Unless otherwise stated by national or international law or convention mandatorily to be applied and with exception of Clause 10.8, the Carrier shall in no event be or become liable for any loss or damage to the Goods in an amount exceeding the equivalent of 666,67 SDR per package or unit or 2,00 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature or value of the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated on the B/L, then such declared value shall be the limit. Notwithstanding the above mentioned provisions, if the combined transport does not, according to the contract, include carriage of Goods by sea or waterways, the liability of the Carrier shall be limited to an amount not exceeding 8,33 SDR per kilogram of gross weight of the Goods lost or damaged.

**14.4** Where the respective transport equipment is loaded with more than one package or unit, the packages or units enumerated in this B/L as packed in such transport equipment are deemed to be one package or one unit. Except as aforesaid, each transport equipment shall be considered as one package or one unit.

**14.5** The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the Merchant. In case Carrier is liable for an amount equivalent to the actual loss and has compensated the Merchant, Carrier becomes subrogated to all rights related to the relevant goods.

**14.6** The Carrier is not entitled to the benefit of the limitation of liability if it is proved that the loss or damage resulted from a personal act or omission of the Carrier done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss or damage would probably result. The defenses and limits of liability provided for in this document shall apply in any action against the Carrier for loss or damage to the Goods, whether such action is founded in contract or in tort.

## **15. US-Clause**

If this B/L covers the Carriage of Goods to or from ports of the United States of America this B/L shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be incorporated herein, and the provisions of said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be invalid or unenforceable under the provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this B/L. Special mention is made of Section 1304 (5) of US COGSA providing that the Carrier's and/or the vessel's liability shall not exceed US\$ 500,-- per package or customary freight unit unless the nature and the value of the Goods have been declared, in which case Clause 14.3 applies. Neither the Carrier nor the Vessel's nor any participating Carrier(s) nor any third-party beneficiaries shall in any event be or become liable for any loss or damage to the Goods in an amount exceeding US\$ 500,-- per package lawful money of the United States or in the case of Goods not shipped in packages, per customary freight unit, unless the nature and value of the

Goods have been declared in writing by the Merchant before shipment and the declared value inserted in the respective box on the face of this B/L and the charge thereof paid in accordance with applicable tariff.

## **16. Dangerous, hazardous or noxious Goods / Livestock**

**16.1** If it appears at any time that any Goods or any part thereof cannot be carried safely, or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous, unstable or dangerous nature, shipped without full disclosure in writing to the Carrier as to their nature and character, may at any time before discharge be landed at any place, thrown overboard, destroyed or rendered innocuous without liability on the part of the Carrier or other Shippers or consignees, and, even if such disclosure be made, the Carrier may, without incurring any liability, make the same disposition of such Goods, if, in the opinion of the Carrier, they shall be or become dangerous or noxious to the Vessel or cargo, or to persons. The Merchant shall indemnify the Carrier for all losses, damages (including, but not limited to, profits and expenses related to the Carrier's inability to use its vessels and equipment), liabilities, fines civil penalties, and expenses (including attorney's fees) suffered by the Carrier, caused in whole or in part by omission of full disclosure required by this clause or by applicable law or regulations or by its failure to properly pack, liable, or mark such Goods.

**16.2** Goods to be carried on deck at Merchant's disposition and which are so carried (and livestock, whether carried on deck or not) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra costs incurred for any reason in connection with carriage of livestock.

## **17. Notice of Loss or Damage**

Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or if the loss or damage is not apparent within three consecutive days thereafter such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this document and the Carrier shall be discharged from all liability in respect of loss or damage to the Goods.

## **18. Inspection of the Goods**

The Carrier shall be entitled - but under no obligation - to open any transport equipment or other package or unit at any time and to inspect the contents. If it appears that the transport equipment or any part of thereof cannot safely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or liabilities to carry or to continue the Carriage or to store the same under cover or in the open at any place which storage shall be deemed to constitute due delivery under this document. The Merchant shall indemnify the Carrier against any reasonable additional expense and against all liability loss or damage arising there from.

## **19. Freight and Lien**

**19.1** Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event and non-returnable.

**19.2** The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following clause shall apply: If the currency in which freight and charges are quoted is devalued or re-valued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. When the Carrier has consented to payment in other currency than the above mentioned currency, then all freight and charges shall be subject to the preceding clause - be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open.

**19.3** For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of transport equipment inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that without prejudice to the rights of the Carrier (inspection of the Goods) a sum equal either to five times the difference between the correct freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on this document as the freight payable.

**19.4** All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant. Delivery and exchange fees at the port of destination are for account of the receivers.

**19.5** The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, warlike operations, epidemics, strikes, government directions or force majeure.

**19.6** The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

**19.7** Under the same pre-conditions the Agent stated on the front of this B/L shall have the same rights set out under clause 19.6.

## **20. Miscellaneous Provisions**

**20.1** General average shall be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules of 1974 (including amendment 1994), this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO (The Baltic and International Maritime Council) is considered as incorporated into this B/L.

**20.2** The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.

**20.3** Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods.

**20.4** The Both-to-Blame Collision Clause as adopted by BIMCO is considered as incorporated into this B/L.

**20.5** Should any clause or part thereof of this document be found to be invalid, the validity of the remaining clauses or the remaining part of the defective clause shall be impaired. The invalid clause or part thereof shall be replaced by an effective clause or part thereof adopted as serving the purposes of the Carrier and the Merchant.

**20.6** No servant, employee or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by the Carrier.