

**COMBINED TRANSPORT BILL OF LADING**

Agents signing Carrier's Bill of Lading (hereinafter referred to as the "Bill of Lading" or the "Bill") on behalf of the Carrier by whom the Bill is issued have only the limited authority at common law of masters signing a Bill of Lading.

In accepting the Bill of Lading, any local custom or practice to the contrary notwithstanding, any Merchant as defined hereunder agrees to be bound by all stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof as fully as if they were all signed by such Merchant.

Notwithstanding the heading "**COMBINED TRANSPORT BILL OF LADING**", the provisions set out and referred from this document shall also apply if the transport described on the Bill of Lading is performed by one mode of transport only.

**1. DEFINITIONS**

"Carrier" means the Company stated on the front of the Bill of Lading as being the Carrier and on whose behalf the Bill of Lading has been signed.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of the Bill of Lading, any person owning or entitled to the possession of the Goods or the Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

"Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, lift van, flat, flat rack, pallet or any similar article of transport used to consolidate goods.

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

"Combined Transport" arises where the Carriage called for by the Bill of Lading is not a Port to Port Shipment.

"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of the Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading 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 of the port so nominated.

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"COGWA" means Part 5 of the Canadian Marine Liability Act

"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague Visby Rules.

"Person" includes an individual, a partnership, a body corporate or other entity.

"Stuffed" includes filled, consolidated, packed, loaded or secured.

**2. CARRIER'S TARIFF**

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such

provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between the Bill of Lading and the applicable Tariff, the Bill of Lading shall prevail.

**3. WARRANTY**

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

**4. NEGOTIABILITY AND TITLE TO THE GOODS**

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

(2) The Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when the Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

**5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS**

(1) The Carrier shall be entitled to sub contract on any terms the whole or any part of the Carriage.

(2) 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 others 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; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his 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 or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under the Bill of Lading.

(4) The defenses and limits of liability provided for in the Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

(5) In the event that the Carrier is required to transport the Goods to the port of loading or from the port of discharge as described in the Bill of Lading and the Carrier in its absolute discretion agrees to such transport, such further carriage shall be undertaken on the basis that the Bill of Lading terms and conditions are to apply to such carriage including without limitation, where applicable, any of the limitations or protections as may be provided by COGSA unless and to the extent that the transporting party has a limitation which acts or places less liability on the Carrier than those provided herein in which case those limitations shall be deemed applicable to Carrier.

**6. CARRIER'S RESPONSIBILITY**

(1) **CLAUSE PARAMOUNT**

(A) Carriage to or from USA

For Goods carried to or from the USA, where loss or damage has occurred between the time of receipt by the Carrier at the port of loading and the time of delivery by the Carrier to the port of discharge, or during any prior or subsequent period of carriage by water, the liability of the Carrier shall be determined by the COGSA. At all times that the Carrier has responsibility for the goods, the Carrier shall be entitled to the full benefit of the right to all limitations or exemptions from liability authorized by any provision of COGSA or any other country whose laws may apply. Nothing in the Bill of Lading shall be

deemed to operate to deprive the Carrier, or lessen the benefit of any such rights, immunities, limitations or exemptions.

(B) Carriage to or from countries other than the USA

(I) For Goods carried to or from countries other than the USA, where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time of delivery at the port of discharge, or during any prior or subsequent period of carriage by water, the liability of the Carrier shall be determined in accordance with either the Hague-Visby Rules where those are compulsorily applicable at the place of receipt or the port of loading where the first sea carriage in the transportation is on board the ocean vessel, or in all other cases in accordance with the International Convention for the Unification of Certain Rules relating to Bills of Lading dated August 26, 1924 (the Hague Rules) with the exception that Article 9 shall not apply and the limit of liability in Article 4 Rule 5 shall be set out as in clause 7 below .

(II) Where the carriage called for commences at the port of loading and/or finishes at the port of discharge, the Carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge over ships rail, or if applicable, on the ship's ramp however caused.

(2) PORT TO PORT SHIPMENT

If carriage is Port to Port, the responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in the Bill of Lading.

(3) COMBINED TRANSPORT

If carriage is Combined Transport, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set forth in Clause 7, except that should any other provision of the Bill of Lading provide a lesser amount of liability for the Carrier, then that provision shall apply.

**7. THE AMOUNT OF COMPENSATION**

(1) For shipment to or from ports in the USA, neither the Carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding \$500.00 per package lawful money of the United States, or in the case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and the value of the Goods has been declared by the Merchant before shipment and inserted on the Bill of Lading and extra freight paid in accordance with subsection (3) below.

(2) Where the Hague Rules apply hereunder, the Carrier's maximum liability shall in no event exceed GBP 100 lawful money of the United Kingdom per package or unit, unless the nature or value of such Goods have been declared by the Merchant before shipment and inserted on the reverse side of the Bill of Lading and extra freight paid in accordance with subsection (3) below.

(3) The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of the Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) In any event where subsection (1) or (2) of this clause above are not applicable, and where Carrier is not subject to any other contractual or legal limitation and when the Carrier is liable for

compensation in respect of loss or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods. If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract, or should have been so delivered. The value of the Goods shall be fixed according to the Commodity exchange price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of like kind and quality. In any event, compensation shall not, however, exceed USD 2.00 per kilo of Gross Weight of the Goods lost or damaged.

**8. GENERAL PROVISIONS**

(1) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused 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 the freight applicable to the relevant stage of the transport.

(2) Definition of Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of the Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. 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. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(3) Rust, etc.

It is agreed that superficial rust, oxidation, discoloration or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgment of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation, discoloration or the like did not exist on receipt.

(4) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the goods as described in the Bill of Lading unless notice of loss of, or damage to, the Goods indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under the Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(5) Time Bar

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within one (1) year after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

(6) Headings

Headings are for informational purposes only and shall not be deemed part of the text and shall not be deemed to create, amend or alter any of the terms or conditions herein.

(7) Stoppage in Transit

Once the Goods have been received by the Carrier for Carriage, the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by the Bill of Lading nor to instruct or require delivery of the Goods at other

than the Port of Discharge or Place of Delivery named on the Bill of Lading or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of the Merchant, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but without restriction, disputes as to ownership, title, quality, quantity or description of and/or payment for the Goods) involving any one or more party defined herein as the Merchant as between themselves or with any third party other than the Carrier and the liberties provided for in clauses 13 and 14 shall be available to the Carrier in the event of any such stoppage.

**9. MERCHANT'S RESPONSIBILITY**

(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 the weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) 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 Container 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.

(5) 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, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5 (2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 9 or from any cause in connection with the Goods for which the Carrier is not responsible.

**10. CONTAINERS**

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of the Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant.

(A) The Carrier shall not be liable for loss of or damage to the Goods

(I) caused by the manner in which the Container has been stuffed;

(II) caused by the unsuitability of the Goods for carriage in Containers;

(III) caused by the unsuitability or defective condition of the Container provided that where the Container has

been supplied by or on behalf of the Carrier, this paragraph (III) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed

(IV) If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

#### **11. TEMPERATURE CONTROLLED CARGO**

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of the Bill of Lading if the Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the 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. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such noncompliance.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Container provided that the Carrier shall before or at the beginning of the Carriage exercise reasonable diligence to maintain the refrigerated Container in an efficient state.

#### **12. INSPECTION OF GOODS**

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

#### **13. MATTERS AFFECTING PERFORMANCE**

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage.

In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

#### **14. METHODS AND ROUTE OF TRANSPORTATION**

(1) The Carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any

speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow to be towed or to be dry docked; permit the vessel to carry live animals, Goods of all kinds, dangerous or otherwise contraband, explosives, munitions or warlike stores and sail armed or unarmed.

2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatever nature or degree.

#### **15. DECK CARGO (AND LIVE ANIMALS)**

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than live animals) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable (such as COGSA or COGWA) to the Bill of Lading.

(2) Goods not stuffed in or on Containers which are stated on the front of the Bill of Lading to be carried on deck and which are so carried (and live animals whether or not carried on deck) 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 whether caused by unseaworthiness or negligence or any other cause whatsoever.

(3) Carrier shall have no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising for the carriage of live animals. Should the Master in his sole discretion consider that any live animal is likely to be injurious to any other live animal or any person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of live animals.

#### **16. NOTIFICATION AND DELIVERY OF GOODS**

Any mention in the Bill of Lading 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. If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

Except for "order" Bills of Lading, Merchant identified on the face of the Bill of Lading may change the name of the consignee at any time prior to delivery of the Goods, however, Merchant agrees to defend, indemnify and hold Carrier harmless from and against any liability which may arise thereunder. Carrier may require Merchant to post a bond or other guarantee satisfactory to Carrier in an amount determined by Carrier to be adequate as a condition to changing the consignee.

Delivery shall be to the consignee or consignee's agent upon reasonable proof of identity and Carrier shall not be liable absent actual negligence.

#### **17. BOTH TO BLAME COLLISION**

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim

whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object and set off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

**18. GENERAL AVERAGE**

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

**19. CHARGES**

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set off, counter claim, deduction or stay of execution.

**20. LIEN**

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 by the Merchant to the Carrier under any other contract whether or not related to this Carriage. 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.

**21. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

**22. PARTIAL INVALIDITY**

If any provision in the Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and the Bill of Lading contract shall be carried out as if such invalid or unenforceable provisions were not contained herein.

**23. UNCLAIMED GOODS**

If the Goods are unclaimed within a reasonable time as determined by the Carrier or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at Its discretion and without prejudice to any other rights which Carrier may have against the Merchant, without notice and without any responsibility attaching to Carrier sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant. Notwithstanding the foregoing, if the Goods are unclaimed within 15 days of arrival at the place of delivery, then on the 16th day said Goods shall conclusively be deemed abandoned, unless prior arrangements are made, in writing, by the Merchant and

accepted by the Carrier, in writing

**24. MARITIME INSURANCE CLAUSE**

Cargo moving under this Bill of Lading shall be automatically insured under Carrier's open cargo policy at additional expense unless such coverage is declined prior to shipment via written shipping instructions (i.e., Shipper's Letter of Instruction) or via a signed waiver form that may be provided by Merchant at any time prior to Merchant taking possession of its shipment at final destination.

**25. LAW AND JURISDICTION**

The contract evidenced by or contained in the Bill of Lading is governed by the Law of the United States of America and the U.S. District Court for the Southern District of Florida shall be the sole and exclusive forum for any claim or dispute hereunder. Carrier and Merchant acknowledge and agree to waive their respective rights to a jury trial in the event that litigation were to ensue between them arising from, or relating to, this Bill of Lading.

UPDATED FEBRUARY 2016