

1. Definition.

Whenever the term „Merchant“ is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

2. Paramount Clause.

(1) This Bill of Lading shall have effect subject to any national law making the International Convention for the Unification of certain rules of law relating to Bills of Lading signed at Brussels on 25th August 1924 (the Hague Rules) or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (the Hague/Visby Rules and by the Protocol signed at Brussels on 21st December 1979) compulsory applicable to this Bill of Lading. If any term of this Bill of Lading be repugnant to that legislation to any extent, such term shall be void to that extent but no further. Neither the Hague Rules nor the Hague/Visby Rules shall apply to this contract where the goods carried here under consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.

(2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

(3) Where the Hague, Hague/Visby or Hamburg Rules are not compulsorily applicable to this Bill of Lading, the carrier shall be entitled to the benefits of all privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall be 100 pounds sterling.

3. Jurisdiction.

Any dispute arising under this Bill of Lading shall be decided in the country where the carrier has his principal place of business, and the law of such country shall apply except as provided elsewhere herein.

4. Period of Responsibility.

The Carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

The Carrier is in charge of the goods at the port of loading from the moment of loading them on the vessel and at discharge to the moment of discharging from the vessel.

5. The Scope of Voyage.

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew.

6. Substitution of Vessel, Transhipment and Forwarding.

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

7. Lighterage.

Any lighterage in or off ports of loading or ports of discharge to be for the account of the Merchant.

8. Loading, Discharging and Delivery.

Of the cargo shall be arranged by the Carrier's Agents unless otherwise agreed.

Loading, stowing and delivery shall be for the Merchant's account.

Loading and discharging may commence without previous notice. The Merchant or his Agent shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and dead freight is to be paid.

The Merchant or his Agent shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract, or alternatively to act under Clause 16.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction.

The Merchant shall accept his reasonable proportion of unidentified loose cargo.

9. Live Animals and Deck Cargo.

In the case of live animals and of cargo which in this Bill of Lading is stated as being carried on deck and is so carried, the carrier shall not be liable for loss or damage howsoever caused.

10. Option.

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

11. Freight and Charges.

(a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 5 percent shall run from the date when freight and charges are due.

(b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

(c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.

(d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through nonobservance of Custom House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight measurement or value verified.

12. Lien.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

13. Delay.

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

14. General Average, Salvage and Amended Jason Clause.

General Average shall be adjusted according to York-Antwerp Rules 1994, at Gdynia or in any other port or place at Carrier's option, and as to matters not provided for by these Rules, in accordance with the law and practice at the place where the adjustment is drawn up, provided however, that the cost of handling on board, discharging, reloading or restowing cargo, fuel or stores, including stowed cargo, whether at port or place of loading, call or refuge, together with all storage and other charges incidental thereto, shall be allowed in General Average when the handling, discharging, reloading or restowing was necessary for the common safety or for the safe prosecution of the voyage. Unless otherwise agreed by the parties, the Carrier shall have the right to appoint the Average Adjuster to decide the place where the adjustment will be drawn up and to select the currency of the adjustment.

In the event of General Average, the Carrier may require the Merchant to sign an Average Bond and to pay a cash deposit before the goods are released to the Receiver; cash deposits to be transferred to other currency at Carrier's option. If the Carrier delivers the goods to the Merchant without declaring any Average Bond, deposit or other security as deemed acceptable by the Carrier the Merchant, by receiving the goods, becomes personally liable for the contribution to the General Average up to the C.I.F. value of the goods, provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the goods – of his intention to declare General Average.

If the Merchant fails to furnish the Carrier with the required particulars regarding the value of goods (especially the shipped value in case of a combined transport and/or coastwise carriage) or the value declared seem's in Carrier's opinion incorrect, the value of the goods shall be fixed by a surveyor appointed by the Carrier or by the Average Adjuster.

Cargo's contribution in General Average shall be paid to the Carrier even if such average is due to the fault, neglect or error of the master, pilot or crew or to the unseaworthiness of the vessel not resulting from any lack of due diligence on the part of the Carrier.

In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

In the event of salvage services being rendered to the vessel or to the goods, the Carrier may require the Merchant to furnish such separate security in respect of the goods as may be demanded by the salvor to satisfy his claim for salvage remuneration.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel belonged to strangers. In case of collision or other accidents, salvage, etc. the measures and arrangements of the Captain or the Carrier shall be collectively binding upon the Merchants.

15. Both – to – Blame Collision Clause.

(This clause to remain in effect even if unenforceable in the Courts of the United States of America.)

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non – carrying vessel or Her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or Her Owner to the owner of said cargo and set off, or recouped or recovered by the other or non – carrying vessel or Her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

16. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, arising from war, warlike operations, blockade, riots, civil commotions or piracy, or any peril on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

(c) Should it appear that epidemics, quarantine, ice – labor troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore – difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

(d) The discharge under the provisions of this clause of any cargo for which the bill of lading has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.

(e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely or without delay reach or enter the loading port of most undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

(f) The Merchant shall be informed if possible.

17. Identity of Carrier.

The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's sea worthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped here under, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Line, Company or Agents shall not be liable for any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

18. Exemptions and immunities of all servants and agents of the Carrier.

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause every exemption, limitation, condition and immunity herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which is the Carrier entitled hereunder shall also be available and shall extend to protect every subservant or agent of the Carrier acting as foreshad and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or deemed to be parties to the contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

19. Optional Stowage, Unitisation.

(a) Goods may be stowed by the Carrier as received or, at Carrier's option by means of containers, or similar articles of transport used to consolidate goods.

(b) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

(c) The Carrier's liability for cargo stowed as aforesaid shall be governed by the Hague Rules or Hague/Visby Rules as incorporated herein notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to general average and shall receive compensation in general average.

20. Currency Clause.

If the currency, in which the freight and charges are quoted is devalued between the date of the freight agreement and date when the freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency. When the Carrier has consented to payment in other currency than the mentioned currency, then all freight and charges shall, subject to the preceding paragraph, 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 one in force on the last day the banks were open.

SPECIAL CLAUSES**A. Dangerous Goods.**

(1) No goods which are or may become dangerous, inflammable or damaging (including radio-active material(s), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without his 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 comply with any applicable laws, regulations or 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 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 freight.

(2) 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 or regulations which may be applicable during carriage.

(3) Any lift weighing over two tons gross must be declared in writing to the Carrier or Master before shipment and the weight must be stencilled clearly on the package. All expenses for loading and discharging of lifts of more than five tons to be borne by the Merchant unless expressly agreed otherwise. In case ship's gear is used the Merchant is to bear the full cost as assessed by the Carrier. All handling as aforesaid is deemed to be at the sole risk of the Merchant.

(4) Whether or not the Merchant was aware of the nature of the goods or their weight, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.

(5) Nothing contained in this clause shall duorive the Carrier any of his rights otherwise provided for.

B. Refrigerated Cargo.

A loading certificate issued by the Classification Society's Surveyor or any Other competent person shall be conclusive evidence as to the fitness and safety before and at the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

C. Merchant packed containers.

(i) If a container has not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the goods caused by:

(a) the manner in which the container has been filled, stowed, packed, stuffed or loaded; or

(b) the unsuitability of the goods for carriage in containers; or

(c) the unsuitability or defective condition of the container provided that where the container has been provided by or on behalf of the Carrier this paragraph (c) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the container was filled, stowed, packed, stuffed or loaded.

(ii) The provisions of sub-clause (i) of this clause will also apply with respect to trailers, transportable tanks, flats and pallets that have not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier.

(iii) The Carrier is not responsible or liable in respect of the functioning, malfunctioning or any defect whatsoever associated with reefer equipment, containers, trailers, transportable, tanks, flats end pallets which have been supplied by the Merchant.

(iv) The Merchant shall indemnify the Carrier against any loss, damage liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in sub-clause (i), (a), (b), (c), (ii) and (iii) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (i) (c) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless one of the provisions referred to in that paragraph apply.

D. Iron and Steel Angles, Bars, etc., loose or in bundles.

Every piece and bundle shall be distinctly marked with oil paint and every bundle must be securely fastened and metal tagged, otherwise the Carrier shall not be responsible for correct delivery and all expenses incurred at the port of discharge consequent upon insufficient marking or securing will be payable by Consignees.

E. Demurrage.

The Carrier shall be paid demurrage at the daily rate of 1 EUR per ton of the vessel's gross register tonnage if the vessel is not loaded or discharged with the dispatch set out in clause 8, any delay in waiting for berth at or off port to count. Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage as well if the loading or discharge is delayed by the nature of the cargo and/or respective regulations and/or restrictions of Government or Authority. Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the goods to be loaded or discharged at the port in question. No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants. The demurrage in respect of each parcel shall not exceed its freight.

F. Liner Berth.

All Goods carried under this Bill of Lading to be loaded and discharged at the regular berth of the line only.

G. Weighing on Board.

Weighing on board during discharge is only allowed by permission of the Carrier or his Agent. If permission is given all additional expenses incurred to the Carrier and in connection with such weighing, whether in respect of extra stevedoring or other, shall be for account of the Merchant.

H. Payment.

Freight whether prepaid or payable at destination or elsewhere as previously agreed, to be considered as earned upon shipment and not to be returned or relinquished, vessel and/or goods lost or not lost.

I. Additional payment.

It is understood, that the fixed freight rate is based upon the actual rate of exchange of the currency, valid at the time of signing of agreement, in which the freight rate was agreed and/or will be paid. Irrespective of any quotations, bookings or contracts made, whether firm or provisional, owners reserve the right to alter freight rates owing to variations in rates of exchange. Such alterations shall come into effect immediately and will not be subject to any quotation period.