

Carrier means the party named as Carrier on page two of this Bill of Lading.

Merchant includes the Shipper, Holder, Consignee, receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading, including the Person entering into this contract.

Holder means any Person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

Person includes an individual, group, company or other entity.

Sub-Contractor includes owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage.

Indemnity includes defunct, indemnity and hold harmless

Goods means the whole or any part of the cargo received from the Shipper and includes any equipment or container not supplied by or on behalf of the Carrier.

Container includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any equipment thereto or connected thereto.

Combined Transport arises if the place of receipt and/or the place of delivery are indicated on the face hereof in the relevant spaces.

Port to Port Shipment arises if the carriage of Goods called for by this Bill of Lading is Not Combined Transport.

Freight includes all charges payable to the Carrier in accordance with the applicable tariff and this Bill of Lading.

Services means the whole or any part of the operations and services provided by the Carrier to the Merchant in connection with the relevant Bill of Lading, including but not limited to carriage of the Goods, whether or not for reward, whether by way of charge, fee, commission or remuneration of any other kind.

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

Hague Visby Rules means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968.

1. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable tariff are incorporated herein. Attention is drawn to the terms therein relating to Container and vehicle demurrage, detention, quay rent, other expenses and charges and payment terms. Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

2. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading.

3. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall not be liable to sub-contract any of the Services on any terms whatsoever.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person whatsoever (including all Sub-Contractors of the Carrier and including all subcontractors of subcontractors and including the shipowner and/or bareboat charterer and/or charterer of the vessel) by whom any of the Services are performed or undertaken, other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned or chartered by such Person, any liability whatsoever in connection with the Goods, the carriage of the Goods or the provision of any other Services, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein provided or otherwise available to the Carrier and its subcontractors expressly for his benefit.

(3) The provisions of Clause 3 (2), including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

(4) The Merchant further undertakes that no claim or allegation which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading and/or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

4. DELIVERY OF CARGO BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY

In the event that Consignee/receiver of the Goods requests the Carrier to deliver the cargo at a port or place beyond the port of discharge or the place of delivery, as applicable, designated in this Bill of Lading and the Carrier in his absolute discretion agrees to such further carriage, such further carriage will be undertaken on the basis that the Bill of Lading terms and conditions are to apply to such carriage as if the ultimate destination agreed with Consignee/receiver had been included in the description of the transport on the face of this Bill of Lading.

5. CARRIER'S RESPONSIBILITY IN CASE OF A PORT-TO-PORT SHIPMENT

(1) If the Goods have been lost or damaged between the time of loading on the vessel until the time of discharge from the vessel, the Carrier's responsibility shall be determined in accordance with German law. In the event this Bill of Lading has been issued in a country in which the Hague Rules are compulsorily applicable or if it has been issued in Germany, the Hague Rules are compulsorily applicable and the provisions of the Hague Rules are compulsorily applicable, the Carrier's responsibility shall be determined in accordance with German law making the Hague Rules compulsorily applicable.

(2) Prior to loading and after discharge the Carrier is not deemed to have custody of the Goods. The Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by the Shipper or by the Merchant, and the Carrier and its subcontractors by the Carrier prior to loading or after discharge are provided strictly as agent of the Shipper or Merchant.

(3) The Carrier shall be under no liability whatsoever for loss of or the damage of the Goods, however occurring, prior to loading onto or subsequent discharge from the vessel.

(4) The Carrier shall not be responsible for any fault of his personnel and/or of the vessel's crew in cases of damage or loss caused by fire or explosion or by navigation or management of the vessel or by collision or management of the vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods.

(5) The Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the vessel, in particular, a pilot on board of the vessel or the Crew of a tug boat assisting the vessel, in cases of damage or loss caused by fire or explosion or by navigation or management of the vessel or loss caused, when executing measures, which were predominantly taken in the interest of the Goods.

6. CARRIER'S RESPONSIBILITY IN CASE OF COMBINED TRANSPORT

(1) If carriage hereunder is Combined Transport the Carrier undertakes to perform and/or in his own name to procure performance of the carriage from the place of receipt or the port of loading to the port of discharge or the place of delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the carriage only to the extent set out below.

(2) If the place of damage to loss of the Goods is known, the liability of the Carrier in respect of such loss or damage shall be determined:

- (i) by the provisions contained in an international convention which provisions
- (ii) cannot be departed from by the navigation or management of the Merchant, and
- (iii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage during which the loss or damage occurred and received as evidence therefor any particular document which must be issued in order to make such international convention applicable, or

(3) If the loss or damage occurred during the port-to-port leg, the Carrier's liability shall be determined by the laws set out in Clause 5 above as if a separate contract for the port-to-port leg had been made with the Carrier.

(4) For all other cases, the law applicable to such leg of transport shall apply.

(5) In the law applicable according to this Clause 6 is not compulsory and provides for liability exceeding 2 SDR/DR (Drawing Rights as defined by the International Monetary Fund ("SDR") per kg. **THE CARRIER'S LIABILITY SHALL BE LIMITED TO 2 SDR/KG OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED, WHICH IS LESS THAN THE LIABILITY AMOUNT UNDER THE GENERAL GERMAN LAW OF CARRIAGE OF GOODS.**

(6) If the stage of the carriage during which the loss or damage occurred is not known, the Carrier's liability shall be determined in accordance with German law. **HOWEVER, THE LIABILITY OF THE CARRIER SHALL BE LIMITED TO 2 SDR/KG OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED, WHICH IS LESS THAN THE LIABILITY AMOUNT UNDER THE GENERAL GERMAN LAW OF CARRIAGE OF GOODS.**

(7) The contractual limitation of liability provided for in clause 6 (2), (4), clause 6 (3) and clause 6 (4) shall not apply if the loss was resulting from an act or omission of the Carrier or his vicarious agents done with intent or recklessly with knowledge that loss would probably result.

(8) Notwithstanding clause 5, if the place of receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss or damage of the Goods, however occurring, if such loss or damage arises prior to loading onto the vessel, or, if the place of delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss or damage of the Goods, however occurring, if such loss or damage arises subsequent to discharge from the vessel.

7. Time Limits for Claims and Time Bar

The Carrier shall not be liable for loss or damage to Goods or related to any other of the Services unless:

- (1) it is advised thereof in writing within 3 (three) calendar days after the completion of the carriage or other Services; and
- (2) a detailed claim is made in writing within forty two (42) days, such claim to include all supporting vouchers and surveyors' reports; provided always that these limits shall not apply if the Merchant can establish that it was not reasonably possible for him to make a claim in writing within the time limit and notice was given within a reasonable period of time.
- (3) suit is brought and notice thereof given to the Carrier within one (1) year after delivery of the Goods or, if the Goods are totally lost, one (1) year after the date the Goods should have been delivered.

8. SUNDRY LIABILITY PROVISIONS

(1) The Carrier does not undertake that the Goods (or any documents relating hereto) shall arrive at the port of discharge or place of delivery (or any other place) in the condition in which they were received at the port of origin or use. The Carrier shall therefore not be liable for liability direct or indirect or consequential loss or damage caused by delay.

(2) Without prejudice to any applicable limitation of liability in accordance with the provision set forth in clause 5 and 6 hereof, the basis of compensation shall be limited to the value of the Goods so damaged or lost in excess of the amount of the Freight and other charges payable to the Carrier. The value of the goods shall be determined by reference to the commercial invoice or the custom declaration.

(3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the carriage is stated on this Bill of Lading and extra value paid in respect of such goods, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) The Carrier shall be relieved of any liability for loss of or damage to Goods if such loss or damage was caused by any of the following: an act of omission of the Merchant; insufficiency of or defective condition or packing, marking, handling, or stowage of the Goods by or on behalf of the Merchant; inherent vice of Goods; strike, lock-out, stoppage or restraint of labor, from whatever cause, whether partial or general; a nuclear incident; any cause or event which the Carrier could not avoid and the consequences whereof could not reasonably have foreseen; compliance with any instructions of any Person entitled to demand such compliance.

(5) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading or under statute shall apply in any action or proceeding brought against the Carrier for loss or damage or delay, whether the action be founded in contract, tort or otherwise.

(6) Save as is otherwise provided herein, the Carrier shall not be liable for indirect or consequential loss or

damage, loss of profit or any loss of business; to the extent that the applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty under such applicable law. Unless the applicable compulsory law provides to the contrary, the exemption provided in the first sentence does not apply in case of an act or omission of the Carrier himself (excluding inter alia Sub-Contractors) who are not responsible for the loss or damage with knowledge that damage would probably result or in case of violation of essential contractual obligations by the Carrier. In any event, liability of the Carrier shall be limited to foreseeable damages typically arising.

(7) The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the general nature of such loss or damage, has been given writing to the Carrier or to the Merchant, or to the Consignee or receiver of the Goods, at the place of delivery is named on the face hereof before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereunder under this Bill of Lading, or, if the loss or damage is not apparent, within three (3) calendar days thereafter.

(8) If by order of the authorities at any place, a container has to be opened for the Goods to be inspected (or scanned) by the authorities, the Carrier will not be liable for any loss or damage incurred as a result of any transport, opening, unpacking, inspection, x-raying or repacking. The Carrier shall be entitled to recover the cost of such transport, opening, unpacking, inspection and repacking as well as for the accompanying documentation from the Merchant.

(9) If, notwithstanding any of the foregoing, the Carrier under the law applicable is responsible for the consequences of any delay of any Services, it is hereby expressly agreed that the Carrier's liability shall be limited to an amount equaling three times the Freight paid under this Bill of Lading. Neither of the limitations in this sub-section shall apply if the delay was caused by an act or omission of the Carrier or his agents done with intent to cause damage or reckless and with knowledge that damage would probably result.

9. SHIPPER-PACKED CONTAINERS

(1) If a Container has not been packed by or on behalf of the Carrier, the Carrier, shall not be liable for loss or damage to the Goods if the Container is found to be damaged:

- a. in a manner in which the Container has been packed or filled, or
- b. the unsuitability of the Goods for carriage in the Container supplied, or
- c. the unsuitability or defective condition of the Container, unless the Container has been provided by or on behalf of the Carrier and such unsuitability or defective condition arose or was not detected due to want of diligence on the part of the Carrier. The Shipper shall inspect all containers provided by the Carrier before stuffing them and use of such containers shall be prima facie evidence that the Container is in good order and condition and sound and suitable for use, or
- d. packing refrigerated Goods, that are not at the correct temperature for carriage, or
- e. the incorrect setting of any thermostatic ventilation or other special controls of the Container.

(2) The Shipper is responsible for the packing and sealing of all Shipper-packed Containers and, if a Shipper-packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

(3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in Clause 9 (1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 9 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof if the loss or damage were caused by a want of due diligence on the part of the Carrier or the defect could not have been detected by the Shipper upon reasonable inspection of the Container.

(4) Subject to the Carrier's tariff, transport of container from or to house of shippers or receivers includes free hours for handling of full Container at terminal and stuffing or stripping of Container in premises of shippers or receivers. Any hours in excess of those provided for are to be paid for by the shipper. Freight rates applied for transport from/to house of shippers/receivers are subject to any surcharges introduced by road hauliers or river services for bunker increases or high water additional costs. Such surcharges to be paid by receivers before delivery of the containers if so demanded by the Carrier. Rates from/to house cover haulage and THC but not duties/taxes and charges are excluded. All expenses after unloading of the container from the vessel at the port of discharge, including devanning and stripping requested either by Consignee or customs are for account of the cargo.

10. PERISHABLE CARGO

(1) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless it is noted on the face of this Bill of Lading that the Goods will be carried in a refrigerated, cooled, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way.

(2) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier.

(3) The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been prepared for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation.

(4) If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.

(5) The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by the Carrier or related companies.

11. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the carriage 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. The Carrier shall be liable for loss or damage to the Goods if the container sealed after such inspection has been completed.

12. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that, due to their condition, the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring additional expense or taking any measure(s) in relation to the Container or the Goods, unless such expenses or other measures are due solely to the Carrier's fault:

- (1) The Carrier may without notice to the Merchant (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Goods, and/or abandon the Carriage and/or store them ashore or afloat whichever the Carrier considers most appropriate. The abandoned, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading.
- (2) The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

13. DESCRIPTION OF GOODS

(1) Except as otherwise expressly provided herein, no representation is made by the Carrier or its subcontractors as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(2) If any particulars of any letter of credit and/or import license and/or sale contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the face of the Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that such particulars shall be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading.

(3) The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that except when the provisions of clause 8 (3) apply, the value of the Goods is not stated on the face of the Bill of Lading.

14. SHIPPER/MERCHANT'S RESPONSIBILITY

(1) All the Persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations and warranties undertaken by the Merchant in this Bill of Lading and remain so liable throughout carriage notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party.

(2) If any person is named as the Carrier that the particulars relating to the Goods as set out overlaid have been checked by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband, and that the carriage of the Goods does not breach any applicable laws or other trade restrictions prescribed. Should any contraband be returned within the time prescribed, demurrage will be charged as mentioned in the Carrier's tariff.

(3) If the Container is supplied by or on behalf of the Carrier, the Shipper warrants that the Container meets all ISO and/or other international safety standards and fits in all respects for carriage by the Carrier.

(4) The Merchant shall indemnify the Carrier against all claims, loss, damage, fines, and expenses arising or resulting from any breach of any of the warranties in clause 14 (2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

(5) If any party entering into the contract of the Shipper has the obligation to ensure that an authorized certified gross mass ("VGM") of each container is provided to the Carrier in compliance with the SOLAS convention (chapter VI, regulation 2, paragraph 6) and the applicable national regulations of the State of the loading port, such VGM shall be provided to the Carrier not later than the Document Cut-off Date indicated by the Carrier. Should the Shipper or its representative fail to comply with the foregoing, the Carrier shall be entitled to refuse to load the container or to charge storage fees for the container. If the container which was not loaded on the intended vessel due to missing or incorrect VGM. A storage fee of 30.00 EUR for each TEU will be charged per day, starting with the scheduled loading date and ending with the actual loading date. The Carrier reserves the right to claim for compensation when incurring costs or suffering losses due to the usage of the container or to the charges that shall include in particular storage, equipment rent and/or loading costs, transport costs and handling costs.

(6) The Merchant shall comply with all regulations or requirements of custom, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient making, numbering or addressing of the Containers, and shall indemnify the Carrier in respect thereof.

(7) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers free from labels, with interiors brushed and clean, odour free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his subcontractors or the Carrier's warehouse. If a Container is not returned within the time prescribed, demurrage will be charged as mentioned in the Carrier's tariff.

(8) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers occurring during such period. The Merchant shall also indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in his control.

(9) The Merchant is liable for any loss, damage or expense incurred by the Carrier as a result of the Merchant's failure to return the Container in a condition suitable for its normal use, including, optionally intact, sound, clean, unless such failure is caused by an act or omission of the Carrier, his servants or Sub-Contractors.

15. FREIGHT

(1) Freight 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 Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relating to Freight in the applicable tariff.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars are incorrect or incomplete, the Merchant shall be deemed to have agreed that liquidated damages shall be payable to the Carrier, in accordance with the applicable tariff.

(4) Freight has been calculated on the basis of the Carrier's costs as known at the time the contract of Carriage is made. Should there be any subsequent change in these costs, the Carrier may recover additional Freight from the Merchant, whether or not Freight is prepaid or collect and whether or not Carriage has commenced.

(5) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

(6) All freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

16. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill of Lading or the underlying contract of carriage and for general average contributions, salvage and costs of recovering such sums, including reasonable attorney's fees, to whomsoever due and such lien shall survive delivery. In any event, the Carrier may enforce the lien by public auction or private sale. For avoidance of doubt all charges (including but not limited to container demurrage and quay rent) shall continue to accrue notwithstanding the Carrier exercising a lien.

17. OPTIONAL STOWAGE AND DECK CARGO

(1) The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers. (2) Goods packed in Containers may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules and shall be carried subject to the provisions of these Rules if applicable.

(3) Deck cargo (except that carried in containers on deck) and live animals are accepted and carried solely at Merchant's risk in respect of all risk in respect of all risks and liabilities whatsoever and however arising, including accident or mortality of animals. Without prejudice to this exclusion of liability, to the extent that such exclusion is not recognized or limited under any applicable law, such shipments shall be deemed Goods, only to the extent that such exclusion does not apply, and such shipments shall be carried subject to the provisions of these Rules if applicable.

(a) Not be liable for loss or damage and/or entitled to invoke all exemptions, immunities and limitations provided by such applicable law to the carriage of goods; and

(b) Be entitled to rely on all the terms and conditions of this Bill of Lading that apply to Goods, including its limitations of liability.

18. METHODS AND ROUTES OF CARRIAGE

(1) The Carrier may at any time without notice to the Merchant:

- use any means of carriage whatsoever,
- transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another vessel than that named on the face hereof,
- unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise,
- proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to stay at any place or port, whatsoever, once or more often and in any order,
- load or unload the Goods, at any place or port (whether or not such port is named overall or at the port of loading or port of discharge) and store the Goods temporarily at any such place or port,
- insure or re-insure or re-secure the Goods, and the Carrier may under this clause 18 (1) be deemed to have insured the Goods on any conveyance employed by the Carrier the right to give orders or directions, permit any vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked.
- The liberties set out in clause 18 (1) may be invoked by the Carrier for any reasonable purpose whether or not connected with the carriage of the Goods, including loading or unloading other goods, bunkering, only to the extent that such exclusion does not apply, and such shipments shall be carried subject to the provisions of these Rules if applicable.

Persons involved with the operation of maintenance of the vessel and assisting vessels in all situations. Anything done in accordance with clause 18 (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

19. MATTERS AFFECTING PERFORMANCE

(1) If the performance of the obligations given by any government or authority, any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions, permit any vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked.

(2) The liberties set out in clause 18 (1) may be invoked by the Carrier for any reasonable purpose whether or not connected with the carriage of the Goods, including loading or unloading other goods, bunkering, only to the extent that such exclusion does not apply, and such shipments shall be carried subject to the provisions of these Rules if applicable.

(3) The Carrier shall be deemed to have insured the Goods on any conveyance employed by the Carrier the right to give orders or directions, permit any vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked.

(4) The liberties set out in clause 18 (1) may be invoked by the Carrier for any reasonable purpose whether or not connected with the carriage of the Goods, including loading or unloading other goods, bunkering, only to the extent that such exclusion does not apply, and such shipments shall be carried subject to the provisions of these Rules if applicable.

20. DANGEROUS GOODS

(1) No Goods which are or may become dangerous, inflammable or damaging (inducing radioactive materials), 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 as well as the Goods being clearly and conspicuously marked on the outside so as to indicate the nature and characteristics of the Goods and so to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are liable to become a dangerous, inflammable or damaging nature, they may at any time be unloaded, and the Carrier shall be deemed to have rendered harmless without compensation to the Merchant.

(2) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the carriage. In particular, but without prejudice to the generality of this clause, if the Goods are not packed into the Container by or on behalf of the Carrier, the Merchant undertakes that incompatible Goods are not packed together in the same container.

(3) Whether or not the Merchant was aware of the nature of the Goods, 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.

(4) Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

21. NOTIFICATION AND DELIVERY

(1) The Carrier shall not be liable for the arrival of the Goods shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff. If the Merchant fails to do so, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant, and to incur any expenses in connection with the storage, and to charge the Merchant in respect of the Goods stored as aforesaid shall wholly cease, and the cost of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) as well as detention and demurrage costs shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) If the Merchant fails to take delivery of the Goods, or if in the opinion of the Carrier they are likely to be damaged, the Carrier may, without notice, to the Merchant, take any measures necessary to protect the value of the Goods, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(4) If called by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(5) Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered to their own risk and expense in every respect when taken into the custody of customs or other authorities.

22. POLY-MULTIPLE BILLS OF LADING

(1) Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single place of delivery. If the Merchant has not surrendered all Bills of Lading, the Carrier may under the terms of this clause 22 deliver to the Merchant any of the Bills of Lading which have been surrendered, deliver them to the Merchant on an LCL basis, such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL service charges and any charges appropriate to LCL Goods (as set out in the tariff) together with the actual costs incurred for any additional services rendered.

(2) The Merchant warrants that the goods are in conformity with the qualification of the tally acknowledged or said to the effect that it is „One of ... part cargoes in the Container", then the Goods detailed overlaid are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or if the Goods are mixed or unmarked or unidentifiable, the Holders of Bills of Lading shall be deemed to have agreed to the delivery of the Goods in kind (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.

23. GENERAL AVERAGE & SALVAGE

(1) Any general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 at any port or place and in any currency at the option of the Carrier. Any person who is a vessel not operated by the Carrier (whether a seagoing or inland waterways vessel) shall be adjusted according to the requirements of the operator of that vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery. If the Carrier requires, or if the Merchant does not so require, when the amount of the contribution of the Goods is determined, the Merchant shall be deemed to have agreed to the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

(2) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment of the adjustments and on the date of completion of discharge of the vessel or allowances, contributory values.

(3) If a saving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the saving vessel or vessels belonged to strangers.

(4) In the event of the master constituting the salvage services are needed, the Merchant agrees that the master may as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle the claims.

(5) All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered general average expenses.

(6) Any claims and/or disputes relating to general average shall be subject to the law and jurisdiction set out in Clause 27 below.

24. BOTH TO BLAME COLLISION CLAUSE

The Both to Blame Collision Clause published by the Baltic and International Maritime Council and stipulated from the Carrier or his agents upon receipt is hereby incorporated into the Bill of Lading.

25. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

26. VALIDITY

Any document that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

27. LAW AND JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be governed by the law of the Federal Republic of Germany and the merits of the dispute shall be determined by this Bill of Lading, and determined by the Hamburg Courts to the exclusion of the jurisdiction of the courts of any other place, or if the plaintiff in the claim or dispute shall so elect, by the court of the place where the defendant has his registered seat.