

Terms & Conditions of Carriage

The Contract of Carriage evidenced by this Bill of Lading exists between the "Merchant" on the one and the "Carrier", who owns or has chartered the carrying vessel on the other hand.

1. Definition

Wherever 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 goods.

2. Paramount Clause

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th of August 1974, as enacted in the country of the port where the goods were loaded into the ocean vessel named herein, shall apply to this contract.

When no such enactment is in force in the country of shipment, the corresponding legislation of the country of the port, where the goods were discharged from the ocean vessel named herein, shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

3. Law and Jurisdiction

Except as provided elsewhere herein, any dispute arising under or in connection with this Bill of Lading shall be referred to arbitration in London.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms. The arbitration Tribunal is to consist of three arbitrators, one arbitrator to be appointed by each party and the two so appointed to appoint a third arbitrator. English law is to apply.

For disputes where the total amount claimed by either party does not exceed the amount of 100.000, - usd, the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

Neither the Carrier or his Agent shall 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, even if resulting from any act, neglect, or default of the Carrier personally or of his servants, agents, or subcontractors.

4. The Scope of Voyage

The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto or depart from the direct or customary route.

The vessel may call for any purpose at any port or ports for the purpose of the current voyage or of a prior or subsequent voyage.

The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may, either with or without the goods onboard, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, undergo degaussing, wiping or similar measures, take fuel or store, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

5. Substitution of Vessel, Transshipment 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 transship 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.

6. Lighterage

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

7. Loading, Discharging and Delivery

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

Loading and discharging may commence without previous notice. The Merchant or his Assign 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 and custom of the port. Otherwise, the Carrier shall be relieved of any obligation to load such goods and the vessel may leave the port without further notice and deadfreight is to be paid.

The Merchant or his Assign 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: "at another port" and any discharge to be deemed a true fulfilment 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 goods.

8. Move Animal, Plants and Deck Cargo

The Carrier is entitled to stow goods on deck.

Merchant's approval of such stowage is given by acceptance of this Bill of Lading marked as to such stowage.

Live animals, plants and deck cargo is received, loaded, stowed, kept, carried, discharged, and delivered at Merchant's risk without any liability of the Carrier for loss and/or damage to such animals, plants or deck cargo even if resulting from un-seaworthiness or from lack due diligence to make the vessel seaworthy or from any act, neglect or default of the Carrier personally or of his servants, agents or subcontractors.

9. Dangerous goods

The Merchants to be liable of any damage or loss of the ship, the Carrier, the goods, for injury to, or loss of life of any person, resulting from goods that are insufficiently packed or in any other way dangerous such as explosive, inflammable, caustic, poisonous, strong smelling, verminous, if such goods were shipped without an exact notification in writing of their dangerous qualities, no matter whether the Merchants were aware of such qualities or not, or whether they acted in their own name or in the name and/or on behalf of a third party.

If the Master fears that danger is threatening from such goods, he may jettison or destroy same at any time and without liability of the Carrier to indemnity.

The Carrier is at liberty to load goods of any kind including all sorts of dangerous goods without any liability on his part towards the other Merchants.

10. 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 seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, 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 under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

11. Options

The port of discharge for optional goods 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 Loading only.

12. Freight and Charges

a) Pre-payable 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 10 per cent 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 goods 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 goods 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 goods 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 goods may incur through non-observance 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.

13. Lien

The Carrier shall have a lien on the goods 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 and contribution in General Average.

14. General Average and Salvage

General Average shall be adjusted, stated and settled at Rotterdam or any other port or place, at the option of "the Carrier" and according to the York-Antwerp Rules. 1974 and to local practice at the place of adjustment. The adjuster shall be appointed by "the Carrier" General Average shall be adjusted in the currency of currencies at the option of "the Carrier".

Shippers and consignees by accepting this Bill of Lading expressly waive and renounce Article 700 of the Dutch Commercial Code and Article 148 of Book II of the Belgian Commercial Code. The consignee is bound to sign before delivery of the cargo the General Average Bond in use with the Carrier and to pay a deposit to the amount fixed by the Carrier as a security for the contribution ultimately due, the Carrier not being bound to deliver the goods to the consignees unless such Bond has been signed and deposit has been paid. The deposits to be dealt with according to the practice of the place of adjustment and/of to any agreement which the

Carrier might have made with underwriters in respect thereto, the Carrier being always entitled to have the deposits converted without notice into the currency in which the statement shall be drawn up.

If the merchant fails to furnish the Carrier with the required particulars, the value of the goods shall be fixed by a surveyor or surveyors appointed by the Carrier or the average adjuster. The evidence of admissibility in General Average of an allowance which is claimed, is not bound to any formalities whatsoever. Cargo not shipped under a Bill of Lading not to contribute to General Average. There shall be no obligation whatsoever on the part of the Master or the Carrier to collect adequate deposits or other securities or to act otherwise for

General Average contributions but it is understood that the costs to the Carrier of collecting and setting deposits or other securities or of all other measures taken by him and of collecting and setting contributions including fees or commissions shall be made good in General Average.

All costs, sacrifices and expenditure incurred in the event of stranding to bring the vessel afloat (including towage and lighthouse etc.) even if the vessel and cargo were not in immediate or prospective peril, to be considered as General Average.

In the event of accident, danger, damage or disaster before or after the 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 goods, shippers, consignees or owners of the goods shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges, incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers; Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

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 negligence of the other vessel and negligence of the vessel and/or 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 goods 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. Special Rights of the Carrier

If on account of quarantine, ice, blockade, war, riots, strike, lockout, boycott or regulations of official administrations, prohibitions, or because of justified fear of any such event being threatening or of similar reasons, or if the Master is in doubt whether he can safely reach the port of loading/destination, load/discharge there in the usual manner or proceed from there unmolested on his voyage or if upon arrival at the port of loading/destination he deems it advisable to leave the port on account of any such event being threatening, or it proves impossible to deliver the cargo due inability of consignee's to receive cargo in usual and normal manner, irrespective for which ever reason, he is, without prejudice to any more comprehensive legal right, at liberty to take all measures adequate under the prevailing conditions in particular to interrupt the voyage, to continue the voyage in different direction, to return to the port of departure or to discharge the goods at another suitable place or port, whereby all the obligations of the Carrier under the Contract of Carriage and/or the Bill of Lading are fulfilled.

Merchants are liable for all expenses incurred thereby. If possible, they should be advised thereof. Adjustment of General Average is not affected hereby. If the goods for any of the abovementioned reasons cannot be loaded/discharged at the port of loading/destination, or if traffic disorder, lack of labor, congestions, contagious diseases are prevailing in the port of loading/destination, or in case of bad weather in unprotected ports, in open roads, in case of any other circumstances preventing the immediate loading/discharge of the goods upon ship's arrival, or in case the loading/discharge of the ship cannot be continued in the normal way even if loading/discharging has already commenced, the ship may, at the Master's option, proceed on the voyage or to the nearest port of discharge respectively.

Such discharge is deemed to be a final delivery and due performance of all contractual obligations. The Merchants are liable for payment of all expenses incurred thereby, in any of the events set out in this clause the Master is at liberty to wait for the reopening of the port or the beginning of the loading/discharge. The Master is, furthermore, in any of the above events free to forward the goods at the expense and the risk of the Merchants with any other ship and to transport them in any other way to their port of destination. If the Carrier selects another Carrier, he is responsible for careful selection only and not for the negligence of this Carrier in handling the goods. Without prejudice to any more comprehensive legal rights the Carrier is entitled to cancel the contract in case any of the events mentioned in the preceding paragraph of this clause should take place before the voyage has commenced.

17. Merchant's Special Responsibilities

The Merchants shall be responsible and shall indemnify the Carrier for all penalties, expenses or damage incurred by ship or goods on account of situations such as: incorrect or insufficient marks on the packages, incorrect or insufficient declaration of cargo particulars, lack of export or import licenses, health certificates or other documents required by customs or other authorities; prohibition of delivery, destruction, disinfection of the goods; transfer of the goods into quarantine or special depots because of special quality or decay or putrefaction, or because of the goods suspected or certified to be infected by disease or vermin.

18. Liability of Third Persons

It is hereby expressly agreed that neither the Master, nor members of the crew, nor any other 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 Merchants for any loss, damage or delay of whatsoever kind 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, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption for liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid 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 the 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 be deemed to be parties of the contract in or evidenced by the Bill of Lading.

19. Notify Address

Any notify address, whether inserted in this Bill of Lading or not, is given for information of the Carrier's agents only and the Carrier is not liable for any failure of or delay in notification.

20. Demurrage

The Merchant shall be liable to pay the Carrier demurrage and detention at the rate stated on the face of the Bill of Lading, per day pro rata, payable day by day if the vessel is not loaded or discharged with the dispatch set out in clause 7, any delay in waiting for berth at or off port to count as detention and demurrage.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage and detention due, based upon the total freight tons of the goods to be loaded or discharged at the port of question. No Merchant shall be liable for demurrage or detention for any delay arisen only in connection with goods belonging to other Merchants.

In addition to any other provision of these terms and conditions, detention shall also be paid by the Merchant, at the same rate and day by day, for any delay in waiting for loading or discharge at or off the port or berth, including time lost due to congestion, swell or tide, quarantine or similar restriction, shifting, renomination of the berth due to Merchant's request, restrictions to conduct cargo operations, impossibility to leave the berth after loading or discharge is completed or any other reason whatsoever and any consequences thereof. The Merchant shall also be liable for any extraordinary costs while the vessel is on detention

21. Marking of Goods

- a) Every piece or package must be distinctly, correctly, and permanently marked by the Merchant before shipment with mark, number, address and with the name of the port of discharge in large letters.
- b) All goods of an inflammable, explosive, corrosive, odoriferous or otherwise dangerous nature must be specially declared by the Merchant even if they be correctly described on the Bill of Lading. The Merchant shall be responsible for all damage which may take place if he fails to comply with this requirement. Moreover, the Master is at liberty to accept or to refuse above-described goods according to circumstances. If such dangerous or objectionable goods are submitted to any extra handling en route or at destination, all expenses thereof to be for account of the goods.
- c) Iron, steel, goods.

The vessel shall not be responsible for correct delivery and all expenses incurred at port of discharge consequent upon insufficient measuring or marking will be payable by the Merchant unless:

-) every piece is distinctly and permanently marked with oil paint
-) every bundle is securely fastened, distinctly, and permanently marked with oil paint and metal tagged so that each piece or bundle can be distinguished at port of discharge. Any statement hereon that iron, steel, or metal goods of any description have been shipped in apparent good order condition does not involve any admission by the Carrier as to the absence of rust, of freshwater damage, or other deteriorations between tinplate, galvanized iron or metal sheets, for which the Carrier accepts no responsibility.

22. Claims

In any event the Carrier, his Agents, the vessel, and the vessel's crew shall be discharged from all liability in respect of loss of or damage to goods and in respect of any other claims for non-fulfilment or incomplete fulfilment of all obligations under this Contract unless suit is brought within one year after the delivery of the goods under ship's tackle or the date at which the goods should have been delivered.

23. Freight Payable at Destination

In the event that the freight due for the carriage of the goods shipped hereunder is payable at destination, the shipper none the less guarantees the said payment of freight to the Carrier in the event of nonpayment of the freight latest fourteen days after arrival of the vessel in the port of destination or port of discharge whichever first occurs. The foregoing shall not be in limitation of any other rights or remedies provided to the carrier under any other terms and clauses of this Bill of Lading.

24. Invalidity

If any of the terms, conditions and exceptions of this Contract or if any of the terms, conditions and exceptions of a Charter Party to which this Bill of Lading is subject should be repugnant to the compulsory rules of legislation and/or jurisdiction as referred to in the Paramount Clause of this Bill of Lading such terms conditions or exceptions shall be void to that extent but no further and all other terms, conditions and exceptions of this Contract to remain as stated in this Bill of Lading.

A. U.S. Trade. Period of Responsibility. In case the Contract evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act, then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the goods are in the Carrier's custody.

B. BIMCO Sanction Clause for Charter Party 2020

(a) For the purposes of this Clause:

"Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority. "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

"Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

(b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel, and any substitute are not a Sanctioned Party.

(c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any sub charterers, shippers, receivers and cargo interests are not a Sanctioned Party.

(d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.

(e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:

i) if loading has not commenced, Owners may cancel this Charter Party; or

ii) if the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party, provided always that if this Charter Party provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.

(f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.

(g) Charterers shall indemnify Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or sub charterers against Owners by reason of Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.

(h) Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter Party.