

Shipper VESTAR INTERNATIONAL INDUSTRY CO., LTD ROOM 1-604,ART AND TECHNOLOGY SPACE, NO.63,HAIER ROAD, QINGDAO, CHINA **		 Bill of Lading for Multimodal and Port to Port Transport		Transpac Container System Pte. Ltd. d/b/a Blue Anchor Line 5 Temasek Boulevard #06-01-03 Suntec Tower Five Singapore (038985)
Consignee PROMERKA SA CHEMIN DE COUSSON 23 1032 ROMANEL-SUR-LAUSANNE SWITZERLAND		Notify Party 2		
Notify Party PROMERKA SA CHEMIN DE COUSSON 23 1032 ROMANEL-SUR-LAUSANNE SWITZERLAND		Delivery Agent KUEHNE + NAGEL AG WRIGHT-STRASSE 1 8152 OPFIKON SWITZERLAND EORI NO.CHE-105.835.142		
Place of Receipt (Multimodal Transport only) Pre-carriage by		Port of Loading NINGBO		B/L No. 1061690590
Vessel HMM LE HAVRE		Voyage No. 0014W		
Port of Discharge ANTWERP		Place of Delivery (Multimodal Transport only) Movement CY/CY		Freight Payable at DESTINATION
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE				
Marks and Numbers TCNU6275340 SEAL: CNDB45926 N/M		Number of Packages 1 40' HC		Description of Goods CONTAINER SAID TO CONTAIN 236 CARTON(S) REFRIGERATOR ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL. FREIGHT COLLECT
TOTAL **		1		7080.000 71.053
TEL.008653280999612 FAX.008653280999246				
OCEANFREIGHT AND CHARGES Rates, Weight and/or Measurement subject to correction		Prepaid Collect		Declared Cargo Value *** NO VALUE DECLARED *** If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.
Total amount due		Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defenses, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS FOR BILL OF LADING'S ON HTTPS://WWW.BLUEANCHORLINE.COM AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original Bill of Lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a Bill of Lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original Bill of Lading, such delivery discharging the Carrier's delivery obligations. In accepting this Bill of Lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face hereof and by the Terms and Conditions for Bill of Lading's stated on https://www.blueanchorline.com , as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date as soon as at least one original is surrendered the others shall be void. Place and date of issue: NINGBO 30.09.2024		
<input checked="" type="checkbox"/> Shipped on board * <input type="checkbox"/> Receipt only *		Date: 30.09.2024 Shipped on Board Vessel: HMM LE HAVRE Shipped from Port of Loading: NINGBO		For and on behalf of the Carrier  by KUEHNE & NAGEL LTD. As Agents for the Carrier

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, weighing and unloading of the Goods and related documentary, customs and 11 processes.

"Carrier" means Transpac Container System Pte. Ltd., 5 Tenakseh Boulevard, #06-01-03, Suntec Tower Five, Singapore (038985) trading as Blue Anchor Line.

"Carrier's Agents" include but are not limited to the Kuehne + Nagel company which arranged the transport and unloading of the Goods and the Kuehne + Nagel company in the country where the Goods are discharged and/or delivered.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Containers" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift, flat, pallet or any similar article of transport used to Consolidate goods and any ancillary equipment.

"Freight" includes freight, demurrage, detention costs and all expenses and monetary conditions, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

"Goods" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by or on behalf of the Merchant (but excluding any equipment or Container supplied by or on behalf of the Carrier).

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

"Hague-Visby Rules" means the provisions of the Protocol signed at Brussels on 23rd February 1968. It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules.

"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to the possession of, the bill of lading or rights of suit and/or liability under this bill of lading having been lawfully vested or transferred.

"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier.

"Merchant" includes the Shipper and the Persons named in this bill of lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the bill of lading, the Person who whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.

"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof (including but not limited to the Protocol) signed at Brussels.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages delivered on the front hereof in the relation to the Carriage".

"Person" includes an individual, corporation or other legal entity.

"Port to Port Transport" arises if it is not Multimodal Transport.

"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as such in the bill of lading.

"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, forwarding agents, warehouse operators, warehousemen, pilots and the longshoremen, customs inspectors, port authorities, pilots and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to ocean vessels, feeder vessels and inland waterway vessels whether named in the bill of lading or substituted vessels.

2. CONTRACTING PARTIES

2.1 By accepting this bill of lading, the Merchant confirms and agrees that the Carrier's Agents act as the Carrier's agents only and that the Merchant has no claim against the Carrier's Agents for any claims arising out of the Carriage.

3. CARRIER'S TARIFF

3.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to Container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

4. NEGOTIABILITY

4.1 This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable.

4.2 This bill of lading shall be prima facie evidence only of the Carriage taking the Goods described in the bill of lading under its control, provided that and only to the extent the Carrier had reasonable means of checking the Goods.

5. SUB-CONTRACTING AND INDEMNITIES

5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees to the extent that the Merchant is not making any claims against Sub-Contractors that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.

5.2 The Merchant undertakes:

(a) that no claim or proceedings shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising from the Carriage, bailment, tort, negligence, breach of express or implied warranty or otherwise; and

(b) if any claim or allegation nonetheless be made against a Sub-Contractor, to indemnify the Carrier against all consequences thereof.

5.3 Without prejudice to the other provisions in this Clause 5, every Sub-Contractor shall have the benefit of all provisions of the Carriage including clause 21 hereof, of the law of the jurisdiction and law clause, as if this bill of lading (including Clause 21 hereof) were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Sub-Contractor and such Sub-Contractor shall to this extent be or be deemed to be parties to this contract.

6. CARRIER'S LIABILITY

6.1 Where the Carriage is Port to Port Transport:

(a) the Carrier shall be responsible for the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

(b) the liability of the Carrier for loss or damage to the Goods shall be determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to bills of lading and if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 1 and 2).

(c) the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law applies to the Carriage, the Carrier shall be liable for loss or damage to the Goods, whether or not arising from the Carriage, bailment, tort, negligence, breach of express or implied warranty or otherwise, and in the event of such loss or damage, the Carrier shall be liable for such loss or damage to the extent of the loss or damage to the Goods.

6.2 Where the Carriage is Multimodal Transport and the Merchant can prove at what stage the loss or damage occurred:

(a) the liability of the Carrier shall be determined by the provisions contained in any international convention to which the Carrier is compulsorily bound to apply in relation to the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant; and

(b) in the absence of an international convention to which the Carrier is compulsorily bound to apply, the law of the country where the loss or damage occurred, or the liability of the Carrier shall be determined by sub-clause 6.3.

6.3 Where the Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this sub-clause applies pursuant to sub-clause 6.2:

(a) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(i) the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant or any Person acting on behalf of the Merchant;

(ii) compliance with the instructions of a Person entitled to give them;

(iii) the lack of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

(iv) handling, loading, stowage or unloading of the Goods by the Merchant, or any person acting on behalf of the Merchant;

(v) inherent vice of the Goods;

(vi) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;

(vii) the use of lockouts or stoppage or restraint of labour from whatever cause whether partial or general;

(viii) an act, neglect or default in the navigation or management of the Vessel occurring during carriage by water;

(ix) unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, carriage and preservation of the Goods; for which the Merchant shall have the burden of proof;

(x) any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

(b) the burden of proof that the loss or damage was due to one or more of the causes, or to the specified cause in sub-clause (a) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in sub-clause 6.3 (a), it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was in fact caused wholly or partly by one or more of these causes or events.

(c) Where the loss or damage was partly caused by one of the causes or sub-clause 6.3 (a) the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.

6.4 Compensation and Limitation:

(a) Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the value of the Goods at the place and time at which they were lost or damaged.

(b) Where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules.

(c) In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

6.5 Time-bar:

(a) Where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.

(b) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought within nine months after the delivery of the Goods or the date when the Goods should have been delivered.

6.6 Liability applicable to both kind of transport mode:

(a) The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the Person entitled to make the claim.

(b) Ad Valorem: declared value of Package or shipping unit.

(c) The value is increased to a higher value if a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight being paid. In such case, if the actual value of the Goods shipped is less than the declared value, the Carrier shall be liable for the difference between the actual value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(c) Delay, Consequential Loss: Save as otherwise provided herein, the Carrier does not incur liability for consequential loss or damage, including but not limited to loss of profits, in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the Goods, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

(d) Notice of Loss or Damage: The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or its agent or to the Person entitled to delivery of the Goods or to the Person entitled to the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(e) The defenses and limits of liability provided in this bill of lading shall apply in any action against the Carrier whether the action be founded in contract, bailment, tort, breach of express or implied warranty or otherwise.

(f) The Merchant shall indemnify the Carrier against any claim or liability (and any expense including but not limited to legal fees and costs) which the Goods incur as such claim or liability exceeds the Carrier's liability under this bill of lading.

7. MERCHANT'S WARRANTIES AND RESPONSIBILITIES

7.1 The Merchant warrants that it is not lawfully liable to the Carrier for all the Merchant's undertakings, responsibilities and liabilities under or in connection with this bill of lading and to pay the Freight due under it without deduction or set-off.

7.2 The Merchant warrants that in agreeing to this bill of lading he is or is the agent of and has authority to bind the Carrier to the terms and conditions of the Carriage and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.

7.3 The description and particulars of the Goods and Container set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, verified gross mass, weight, height, content, measure, quantity, quality, condition, marks, numbers and value are correct.

7.4 The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to loading, stowage, securing, lashing, securing, securing, securing, securing, securing, securing, duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or labelling of the Goods.

7.5 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements with respect to the Carriage. The Merchant shall be liable for any loss, damage or injury to the Goods caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or a behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant or a behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by any other Person acting on behalf of the Merchant, or by any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Containers in such respect as to be in compliance with the provisions of this clause 7 or any demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, losses or any other expense whatsoever arising from or in connection with the Carriage, including but not limited to, and any liabilities caused or incurred by such Container whilst in its custody and/or control.

7.6 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, the Containers of the Carrier or Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible.

7.8 The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

8. DANGEROUS GOODS

8.1 No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for carriage unless the Merchant has obtained the prior written consent of the Carrier (a) the Carrier's express consent in writing; and (b) the Carrier and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and quantity of such Goods and so as to comply with all applicable laws, regulations and/or requirements.

8.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, such information is obtained by the Carrier, the Carrier shall be liable for any loss, damage, destruction or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger constituted by the Goods shall rest upon the Merchant.

8.3 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature are lost, damaged, destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

8.4 The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

9. CONTAINERS

9.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with Goods owned by other Persons.

9.2 The terms of this bill of lading shall govern the responsibility of the Carrier in connection with the use of Containers for the Carriage of Goods, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:

(a) caused by the unsuitability of the Container as it was presented to the Carrier;

(b) caused by the unsuitability of the Goods for carriage in a Container actually used;

(c) caused by the unsuitability or defective condition of the Container actually used provided that the Container has been supplied by or on behalf of the Carrier, this paragraph (c) shall not apply if the Carrier has been notified in writing of the unsuitability of the Container by a responsible inspection by the Merchant at or prior to the time when the Container was stuffed;

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

9.4 The provisions of this clause also apply to a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or otherwise, shall be deemed to be packed in the Carrier's possession, whether by an open railway wagon without notice to the Merchant. Such Goods, whether or not so carried, 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.

9.6 The provisions of this clause also apply to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

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

10. TEMPERATURE CONTROLLED CARGO

10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control, unless the Merchant has given written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained and in the event of such notice the Merchant shall be deemed to have agreed to maintain and to ensure further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall indemnify the Carrier for any resulting loss the Carrier suffers.

10.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, including but not limited to, the use of any means of transport or storage whatsoever, whether by the insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

10.4 The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 10 or from any cause in connection with the Goods for which the Carrier is not responsible.

11. INSPECTION OF GOODS

11.1 The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

11.2 If it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to prevent or to limit the loss of or damage to the Goods or to the Container or to the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, and to dispose of or otherwise deal with the Goods and/or the Container and/or the Goods under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to incur any expense or liability for loss, damage, claim, liability or expense whatsoever arising from any action or lack of action under this clause.

12. METHODS AND ROUTE OF TRANSPORTATION

12.1 The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) load or carry the Goods on any Vessel whether named on the front hereof or not;

(c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and wherever and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever which has been contemplated or provided for herein;

(d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;

(e) proceed to or stay at any place whatsoever in its discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once it is more often and in any order;

(g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.

(h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without cargo onboard;

(i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(j) permit the Vessel to proceed with or without pilots, derricking, picking up or discharging cargo, or to engage in any other operations, whether or not connected with the purposes of the Vessel and assisting Vessels in all situations. Anything done in accordance with sub-clause 12.1 above and any lading arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

13. DECK CARGO

13.1 Unless it is specifically stipulated that the Goods will be carried under deck on the front of this bill of lading, the Goods (whether containerized or not) may be stowed on or under deck on the front of the Vessel and the Merchant and any deck stowage shall not be a deviation of whatsoever nature or degree.

13.2 If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such deck carriage. Such Goods whether carried on deck or under deck shall participate in General Average and, subject to Clause 13.3, such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules, the Hague-Visby Rules compulsorily applicable to this bill of lading.

13.3 Goods which are stowed on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

14. COLLECTION AND DELIVERY OF THE GOODS

14.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:

(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the Merchant and the Carrier shall be liable for any loss or damage to the Goods or to the Merchant's risk as to damage to or loss of Goods or injury to Persons.

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

(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which is not the place of destination of the Goods and where the Merchant is not liable for any expenses may be or become payable. If crafts are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged safely without additional charges, the Merchant shall be liable for such charges; (b) shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

14.2 (a) above, continue the Carriage.

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

14.3 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.

14.4 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.

14.5 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if storage of the Goods or any part thereof is necessary to store the Goods or that part thereof in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery of the Goods and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

15. BOTH-TO-BLAME COLLISION

15.1 The latest version of BIMCO's Both-to-Blame Collision Clause is incorporated herein which is available on request.

16. GENERAL AVERAGE

16.1 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 2016, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as amended by the New York-Antwerp Rules 2016. Payment shall be made in the currency named in the bill of lading.

16.2 Notwithstanding sub-clause 16.1, the Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made against him and shall provide such security as may be required by the Carrier in this connection.

16.3 If the Merchant is not satisfied with the contribution of the Merchant sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods.

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

17. FREIGHT

17.1 Freight shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be payable by the Merchant non-refundable by any event.

17.2 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 relative to Freight in relevant articles of conditions. If no such freight is quoted, the prevailing rate between the place of origin of the Goods and the date when the Freight is to be paid, the Freight shall be stipulation as to devaluation exists or is applicable and if the currency in which the automatically and immediately changing in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or the option of the Carrier, in another currency specified by the Carrier.

17.3 The Freight has been calculated based on particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods and to revalue the Freight and to inspect, weigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect, it is agreed that without prejudice to the rights of the Carrier as per clause 11 a sum equal either to five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged, whichever is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading as the Freight payable.

17.4 All Freight shall be paid without any set-off, counterclaim, deduction or stay of execution.

17.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses the Carrier will pass on to the Merchant any proceeds of a sale or other disposal which remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

17.6 All dues, taxes and charges levied on the Goods and other expenses in connection with the Carriage shall be payable by the Merchant.

17.7 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

18. LIEN

18.1 The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading and for General Average contributions to whatsoever due.

18.2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract.

18.3 The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due.

18.4 To enforce and satisfy the Carrier's lien, the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private treaty at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant, provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the sea waybill prior to any sale or other disposal and that the Carrier will pass on to the Merchant any proceeds of a sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal.

19. VARIATION OF THE CONTRACT

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

20. PARTIAL INVALIDITY

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

21. JURISDICTION AND LAW

21.1 Disputes arising under this bill of lading shall be determined by the courts of London, United Kingdom and in accordance with the laws of England and Wales. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to be then applicable.