



## 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, warehousing and handling of the Goods and related documentary, customs and IT processes.

"Carrier" means Transpac Container System Limited of Hong Kong, trading as Blue Anchor Line.  
"Carrier's Agents" include but are not limited to the Kuehne + Nagel company which arranged the Carriage and/or issued this bill of lading 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.  
"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat pallet or any similar article of transport used to contain or enclose the Goods and/or any accessories or equipment.  
"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, 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 Carrier and received by or on behalf of the Carrier.  
"Hague-Visby 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 Hague Rules as amended by 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 possession of, this bill of lading or in whom rights of suit and/or liability under this bill of lading have 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 indemnifying party.

"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 Goods or this bill of lading, the Person whose 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 in the relevant spaces.

"Packages" where there is more than one package per 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 received by the Carrier" are each deemed a Package.

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

"Port to Port Transport" arises if the bill of lading is not Multimodal Transport.

"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper 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, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors 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 water transport vessels and any other craft 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.

## 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 subcontract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring 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) No claim or allegation 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 in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and

(b) If any claim or allegation should nevertheless 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 herein benefiting the Carrier including clause 21 hereof, the provisions of 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 period of responsibility of 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 (b) (iii) (excluding clause 3 rule 8).

(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 provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by clause 6.2 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(d) The Goods are discharged from the Port of Discharge or at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that this bill of lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the front side of this bill of lading as the Port of Discharge or Place of Delivery.

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 or national law, which applies compulsorily to the goods at the stage of the Multimodal Transport contract that departed from private contract to the detriment of the claimant; and

(b) Where an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any 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 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 other than the Carrier or its servant, agent or Sub-Contractor;

(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 so 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) strikes or lockouts or stoppage of work 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) fire, 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) an unclear incident;

(xi) 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 events, specified in sub-clause 6.3 (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 not, in fact, caused either 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 at 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

6.4 Subject to the Carrier's 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 accepted for carriage.

(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 or 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. The Carrier's liability may be increased to a higher value by 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 shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(c) Delay: Consignee Loss Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the relevant stage of the transport.

(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 to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(e) The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found 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 arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading.

## 7 MERCHANT'S WARRANTIES AND RESPONSIBILITIES

7.1 Every Person defined as Merchant is jointly and severally 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 in agreeing to this bill of lading to be or to be the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill of lading is for the 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, content, measure, quantity, quality, condition, marks, numbers and value are correct.

7.4 Any Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before and during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all 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 addressing of the Goods.

7.5 The Carrier undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in accordance with all laws, regulations and requirements which shall be applicable. The Merchant shall be liable for any loss, damage or injury 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 on behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

7.6 Any Container released into the care of the Merchant for packing, unloading or 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 Container at such prescribed time and place, the Merchant shall pay the Carrier the applicable 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, loss or any other expenses arising therefrom. The Merchant shall be responsible for any loss and/or damage to, and any liabilities caused or incurred by such Container whilst in the custody and/or control of the Carrier.

7.7 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including but not limited to, Containers) of the Carrier or 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 be made dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may be liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

(a) the Carrier's express consent in writing; and

(b) the Container 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 character of any 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, they are deemed to be a hazard to life or property, they may, at any place, be unloaded, destroyed 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 carriage of the Goods shall rest upon the Merchant.

8.3 The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of clause 8.2 if the Goods are of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or 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 8.2 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 or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier and 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 manner in which the Container has been stuffed;

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

(c) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (c) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable 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 Where the Carrier is instructed to provide 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 stored in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or 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 clause 9.5 also apply with respect 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 9.4 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 without previously giving written notice (and filing 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 the nature and particular temperature range and any other reasonable additional expense to be incurred by the Carrier in connection with the Carriage of such Goods and that the temperature 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 against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 10.1 from any cause in connection with the Goods for which the Carrier is not responsible.

10.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise 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 10.1 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 not under an 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 carry or continue the Carriage thereof, and/or to sell or dispose of 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, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any such measures.

11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any action or lack of action under this clause.

## 12 METHODS AND ROUTE OF TRANSPORT

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 transhipping 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 even though transhipment or forwarding of the Goods may not have been contemplated or provided for hereof;

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

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

(f) 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;

(g) permit the Goods to be carried in any container, whether or not sealed, with or without cargo lashing;

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

12.2 The liberties set out in sub-clause 12.1 above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading of the Goods, bunkering, undergoing repairs, adjusting instruments, towing or being towed, sailing with or without pilot, drydocking, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and sailing Vessels in all situations, and in accordance with sub-clause 12.1 above or any other law, regulation or custom which may be deemed to be within the Contract of 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 containerised or not) may be carried on deck and the Carrier shall be relieved of liability for any loss or damage to such Goods which 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 in respect of 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 and 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 at his own risk and expense.

(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to 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 disadvantage of any kind (including the condition of the Goods), whether or not the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), the Merchant shall be deemed to have agreed to the Carriage being carried on deck.

(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, notwithstanding that any charges, dues or other expenses may be or become payable. If drafts 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 ashore without additional delay, the Goods (or part thereof, as the case may be) 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;

(b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 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. This shall amount to due delivery to the Merchant.

14.4 Any mention herein of parties to be notified or of the filing of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability towards the Merchant or any obligation thereon.

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 Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and cost and the costs of such storage of the Merchant, and the Carrier may then sue for 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.

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

## 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 incorporated herein which is available on request.

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 connection.

16.3 Such security includes a cash sum which the Carrier may deem 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 paid and be non-returnable in 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 the relevant tariff conditions. If no such Freight is quoted is devalued or revalued between the date of the Freight agreement and the date when the Freight is paid, then all Freight shall be stipulation as to devaluation quotes is applicable and if the currency in which the automatically and immediately changed 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, at the option of the Carrier, in another currency specified by the Carrier.

17.3 The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, 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 11.4 a sum equal either to five times the difference between the correct amount and the Freight charged or to double the correct amount of Freight less the Freight charged, whichever sum 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, counter-claim, deduction or stay of execution.

17.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

17.6 The Merchant shall be deemed to have accepted the Freight and the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by

Bill of Lading	
B/L No.	1043933588
LIMA	02/02/2022

MARKS & NOS  
 GESU9502386  
 SEAL:  
 003PL020918  
 HLG0973047  
 N/M

MARKS & NOS	QTY	TYPE	DESCRIPTION OF GOODS	WGHT	VOL
GESU9502386 SEAL: 003PL020918 HLG0973047 N/M	1	40' HC RE	CONTAINER SAID TO CONTAIN 1543 BOX(ES)	17170.00	40.000
			FILETES DE MERLUZA CON PIEL CONGELADO (MERLUCCIUS GAYI PERUANUS) 1543 CAJAS X 10KG PESO NETO: 15.43 TM PESO BRUTO: 17.17 TM FREIGHT COLLECT HS-CODE(S):030474 TEMPERATURE: -18° C TEMP. CONT./VENT. DETAILS		
			TEMPERATURE: -18 °C DRAINS: CLOSED GENSET EXPORT: NO GENSET IMPORT: NO ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL. FREIGHT COLLECT		
TOTAL	1			17170.00	40.000

Specimen