

BILL OF LADING-RULES AND REGULATIONS

1. DEFINITIONS: A) 'CARRIAGE' MEANS THE WHOLE OF THE OPERATIONS AND SERVICES UNDERTAKEN OR PERFORMED BY OR ON BEHALF OF THE CARRIER WITH RESPECT TO THE GOODS...

2. CARRIER'S TARIFFS: THE GOODS CARRIED HEREINAFTER ARE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF(S) ON FILE WITH A REGULATORY BODY...

3. WARRANTY/ACKNOWLEDGEMENT: THE MERCHANT WARRANTS THAT IN AGREEING TO THE TERMS AND CONDITIONS HEREOF, IT IS SOLEMENLY AND EXCLUSIVELY THE PERSON ENTITLED TO THE GOODS...

4. RESPONSIBILITY(A) EXCEPT WHERE THE CARRIAGE COVERED BY THIS BILL OF LADING IS TO OR FROM A PORT OR LOCALITY WHERE THERE IS IN FORCE A COMPULSORILY APPLICABLE ORDINANCE OR STATUTE...

5. THROUGH TRANSPORTATION WHEN EITHER THE PLACE OF RECEIPT OR PLACE OF DELIVERY SET FORTH HEREIN IS AN INLAND PORT OR PLACE OTHER THAN THE PORT OF LOADING (THROUGH TRANSPORTATION), THE CARRIER WILL PROCURE TRANSPORTATION TO OR FROM THE SEA TERMINAL AND SUCH INLAND POINT(S) OR PLACE(S)...

6. SUBCONTRACTING: BENEFICIARIES(A) THE CARRIER SHALL BE ENTITLED TO SUBCONTRACT ON ANY TERMS THE WHOLE OR ANY PART OF THE CARRIAGE, FREIGHT, UNLOADING, HANDLING, DOWNSIDE OR UPSIDE OPERATION, OR UNLOADING, HANDLING, DOWNSIDE OR UPSIDE OPERATION...

7. MERCHANT'S RESPONSIBILITY: DESCRIPTION OF GOODS(A) THE DESCRIPTION AND PARTICULARS OF THE GOODS SET OUT IN THE FACE HEREOF OR ANY DESCRIPTION PARTICULAR OR OTHER REPRESENTATION APPEARING ON THE GOODS OR DOCUMENTS...

8. CONTAINERS(A) GOODS MAY BE STUFFED BY THE CARRIER IN OR ON CONTAINERS AND GOODS MAY BE STUFFED WITH OTHER GOODS(B) THE TERMS AND CONDITIONS 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...

9. CONTAINERIZED CARGO GOODS MAY BE STORED BY THE CARRIER IN CONTAINERS, AND CONTAINERS, WHETHER STORED BY THE CARRIER OR RECEIVED FULLY STOWED, MAY BE CARRIED ON OR UNDER DECK WITHOUT NOTICE...

10. CONTAINERS WITH HEATING OR REEFER APPARATUS CONTAINERS WITH TEMPERATURE OR ATMOSPHERE CONTROL APPARATUS FOR HEATING, REFRIGERATION OR OTHERWISE WILL NOT BE FURNISHED UNLESS CONTRACTED FOR EXPRESSLY IN WRITING AT THE TIME OF BOOKING AND, WHEN FURNISHED, MAY ENTAIL INCREASED CHARGES...

11. OPTION OF INSPECTION THE CARRIER AND ANY PARTICIPATING CARRIER SHALL BE ENTITLED BUT UNDER NO OBLIGATION, TO OPEN ANY CONTAINER AT ANY TIME AND TO INSPECT THE CONTENTS...

12. DECK CARGO DECK CARGO (EXCEPT THAT CARRIED IN CONTAINER ON DECK) AND LIVE ANIMALS ARE RECEIVED AND CARRIED SOLELY AT MERCHANT'S RISK INCLUDING ACCIDENT OR MORTALITY (LIVE ANIMALS), AND THE CARRIER WILL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS OR DAMAGE TO OR FROM WHICH THE EXPORT UNLOADING IS EXEMPTED...

13. METHODS AND ROUTES OF TRANSPORTATION: LIBERTIES WITH RESPECT TO THE GOODS OR CONTAINERS OR OTHER PACKAGES, THE CARRIER MAY AT ANY TIME AND WITHOUT NOTICE TO THE MERCHANT(A) USE ANY MEANS OF TRANSPORTATION (WATER, LAND AND/OR AIR) OR STORAGE (WATERWEIGHT, B) FORWARD, TRANSFER OR CONTAIN ON BOARD OR CARRY ON ANOTHER VESSEL OR CONVOYANCE...

14. MATTERS AFFECTING PERFORMANCE(A) IF AT ANY TIME THE CARRIAGE IS OR IS LIKELY TO BE AFFECTED BY AND HINDERANCE RISK, DELAY, DIFFICULTY OR DISADVANTAGE OF ANY KIND (INCLUDING THE CONDITION OF THIS GOODS), WHENSOEVER AND HOWSOEVER ARISING (WHETHER OR NOT THE CARRIAGE HAS COMMENCED), THE CARRIER MAY WITHOUT NOTICE TO THE MERCHANT ABANDON THE CARRIAGE OF SUCH GOODS...

15. DELIVERY/IF DELIVERY OF THE GOODS OR CONTAINERS OR OTHER PACKAGES OR ANY PART THEREOF IS NOT TAKEN BY THE MERCHANT WHEN AND WHERE AND AT SUCH TIME AND PLACE AS THE CARRIER IS ENTITLED TO HAVE THE MERCHANT TAKE DELIVERY...

16. CHARGES, INCLUDING FREIGHT: THE CHARGES PAYABLE HEREINAFTER HAVE BEEN CALCULATED ON THE EFFECTIVE DATE: EXPANDED DATE/MENTIONS SPECIAL CASE BASIS OF PARTICULARS FURNISHED BY OR ON BEHALF OF THE MERCHANT, THE CARRIER OR OF EITHER PARTY ELECT TO HAVE THE SAME RECALCULATED...

17. CARRIER'S LIEN: THE CARRIER SHALL HAVE A LIEN ON THE GOODS, INCLUSIVE OF ANY CONTAINER OWNED OR LEASED BY THE MERCHANT AND OF ANY CHARGES DUE TO ANY OTHER PERSON, AND ANY DOCUMENTS RELATING THERETO, WHICH LEVIES SHALL SURVIVE DELIVERY FOR ALL SUMS DUE UNDER THIS CONTRACT OR ANY OTHER CONTRACT OR UNDERTAKING TO WHICH THE MERCHANT WAS PARTY...

18. RUST: IT IS AGREED THAT SUPERFICIAL RUST, OXIDATION OR ANY LIKES CONDITION DUE TO MOISTURE, IS NOT A CONDITION OF DAMAGE BUT IS INHERENT TO THE NATURE OF THE GOODS...

19. BOTH-TO-BLAME COLLISION:IF THE VESSEL ON WHICH THE GOODS ARE CARRIED (THE CARRYING VESSEL) COMES INTO COLLISION WITH ANY OTHER VESSEL OR OBJECT (THE NON-CARRYING VESSEL OR OBJECT AS A RESULT OF THE NEGLIGENCE OF THE NON-CARRYING VESSEL OR OBJECT OR THE OWNER, CHARTERER OR PERSON RESPONSIBLE FOR THE NON-CARRYING VESSEL OR OBJECT)...

20. GENERAL AVERAGE(A) THE CARRIER MAY DECLARE GENERAL AVERAGE WHICH SHALL BE ADJUSTED ACCORDING TO THE YORK ANTONARIUS RULES AND GENERAL AVERAGE AND ADDED JASON CLAUSE AS APPROVED BY BIMCO IS TO BE CONSIDERED AS INCORPORATED HEREIN, AND THE MERCHANT SHALL PROVIDE SUCH SECURITY AS MAY BE REQUIRED BY THE CARRIER IN THIS CONNECTION...

21. LIMITATION OF LIABILITY EXCEPT AS OTHERWISE PROVIDED IN THE CLAUSE OR ELSEWHERE IN THIS BILL OF LADING, IN CASE OF LOSS OR DAMAGE TO OR IN CONNECTION WITH CARGO EXCEEDING IN ACTUAL VALUE THE EQUIVALENT OF \$500 IN LAWFUL MONEY OF THE COUNTRY OF THE CARRIER'S HOME PORT PER PACKAGE OR PER SHIPPING UNIT...

22. NOTICE OF CLAIM: TIME FOR SUIT AS TO ANY LOSS OR DAMAGE OCCURRENCE TO HAVE OCCURRED DURING THE CARRIER'S PERIOD OF RESPONSIBILITY, THE CARRIER MUST BE NOTIFIED IN WRITING OR ANY LOSS OR DAMAGE RO CLAIM BEFORE OR AT THE TIME OF DISCHARGE/REMOVAL OF THE GOODS BY THE MERCHANT OR IF THE LOSS OR DAMAGE IS NOT THEN APPARENT, WITHIN 3 CONSECUTIVE DAYS AFTER DISCHARGE/REMOVAL OR THE DAY WHEN THE GOODS SHOULD HAVE BEEN DISCHARGED/REMOVED, IF IT IS NOT SO NOTIFIED, DISCHARGE/REMOVAL OR DELIVERY DELIVERED UPON THE MERCHANT, SHALL BE DEEMED TO BE PRIMA FACIE EVIDENCE OF DISCHARGE/DELIVERY OF GOOD ORDER BY THE CARRIER OF GOODS...

23. NON-WAIVER AND SEPARABILITY: NOTHING IN THE BILL OF LADING SHALL OPERATE TO DEPRIVE THE CARRIER OF ANY STATUTORY PROTECTION OR ANY DEFENCE, IMMUNITY, EXEMPTION, LIMITATION OF LIABILITY OR EXONERATION FROM LIABILITY CONTAINED IN THE LAWS OF THE UNITED STATES, OR OF ANY OTHER COUNTRY WHOSE LAWS MAY BE APPLICABLE, THE TERMS AND CONDITIONS OF THIS BILL OF LADING SHALL NOT BE SEVERABLE FROM THE TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE AND THE CONTRACTS AND CONDITIONS OF THIS BILL OF LADING SHALL BE SEPARABLE, AND IN ANY PART THEREOF SHALL BE HELD INVALID, SUCH HOLDING SHALL NOT AFFECT THE VALIDITY OF ENFORCEABILITY OF ANY OTHER PART THEREOF.