



CONTAINER 전면약관

RECEIVED by the Carrier from the shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto order or assigns.

If required by the Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order.

In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant. Any local custom or privilege to the contrary notwithstanding, and agrees that all agreements of freight engagements for and in connection with carriage of the Goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of CK Line Co., Ltd. the Master and owner of the Vessel, has signed the number of Bill(s) of Lading stated under, all of this tenor and date, one of which being accomplished, the others to stand avoid.

이면약관

1. Definition

The following words both on the face and back hereof have the meanings hereby assigned

[1] "Carrier" means the CK Line Co., Ltd. and the vessel and / or her owner, agents and subcontractors at all stages of carriage; in context of Multimodal Transportation "Ocean Carrier" means the CK Line Co., Ltd its Vessel, her owner, operator and charterers and the agents and subcontractors of each. "Inland Carrier" means any barge line vessel, trucker or railroad with custody of the Goods under this Bill of Lading, and the agents and subcontractors of each.

[2] "Merchant" includes the shipper, Consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading.

[3] "Multimodal Transportation" means carriage of the Goods under this Bill of Lading by the Ocean Carrier and one or more Inland Carriers for a single freight charge to the Merchant.

[4] "Goods" mean the Cargo described on the face of the Bill of Lading and, if the Cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well

[5] "Vessel" includes vessel, ship, craft lighter or other means of transport, which is or shall be substituted, in whole or in part, for the vessel named on the face hereof.

2. CLAUSE PARAMOUNT

[1] This Bill of Lading shall have effect subject to the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels 25 August 1924 (Hague Rules) as enacted in the country of shipment, unless the protocol, signed at Brussels on 23 February 1968 (the Hague/Visby Rules) or the United States Carriage of Goods by Sea Act, 1936 (U.S.COGSA, 46 U.S.C. Appendix 1300-1315) apply compulsorily.

[2] When no such enactments are in force in the country of shipment, the corresponding Hague Rules, Hague/Visby Rules or U.S.COGSA legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of Hague Rules shall apply.

[3] If any provision of this Bill of lading is held to be repugnant to any extent to the Hague Rules legislation or any other laws, statutes or regulations applicable to the contract evidenced by this Bill of Lading, such provision shall be null and void to such extent but no further.

3. GOVERNING LAW AND JURISDICTION

The contract evidenced by or Contained in this Bill of Lading shall be governed by Korean law except as may be otherwise provided for herein, and any action there under must be brought before the Seoul District Court in Korea

4. LIMITATION STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption, or limitation of liability authorized by any applicable laws, statutes or regulations of any countries.

5. SUB-CONTRACTING AND ADDITIONAL INSTRUCTION

[1] The Carrier shall be entitled to sub-contract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall indemnify the Carrier against any claims which may be made upon the Carrier by any Servant, agent of Sub-Contractor of the Carrier in relation to the claim against any such person made by the Merchant without prejudice to the foregoing.

[2] Every servant, agent and sub-contractor (including all interests engaged in the owning or chartering of the Vessel, stevedore, warehouseman, and other independent contractors) and the agents of each shall have the benefit of all provisions herein for the benefit of the Carrier as if the provisions were expressly for their benefit; and in entering into this contract of carriage, the Carrier does so not only on his own behalf but also as agent for all such servants, agents and sub-contractors to the fullest extent permitted by the law applicable to Himalaya Clauses.

6. ROUTE OF TRANSPORT

[1] The Goods may at the Carrier's absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land or air and by any route whatsoever, whether or not such route is the direct, advertised or customary route.

[2] The Vessel shall have liberty to call and/or stay at any port(s) or place(s) in or out of the direct, advertised or customary route once or more often and in any order backwards or forwards and/or to omit calling at any port(s) or place(s) whether scheduled or not.

[3] The Vessel shall have liberty to, either with or without the Goods on board and before or after proceeding toward the port of discharge adjust compasses and other navigational instruments make trips or tests, dry-dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any person(s), carry contraband, explosives, munitions, warlike stores and hazardous cargo, sail with or without pilots, tow or be towed and save or attempt to save life or property.

[4] Any action taken by the Carrier under this Article shall be deemed to be included within the contractual carriage and such action or delay resulting there from shall not be deemed to be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading without notice to Merchant.

7. Responsibility

[1] The Carrier shall not be responsible for loss of or damage to the Goods occurring before receipt of the Goods by the Carrier at the place of receipt or port of loading or after delivery by the Carrier at the port of discharge or place of delivery.

[2] In case it is established by the Merchant that loss of or damage to or in connection with the Goods occurred during the period from the receipt by the Carrier at the place of receipt or port of loading to the delivery by the Carrier at the port of discharge or place of delivery, the Carrier shall subject to the provisions of this Bills of Lading be responsible for such loss or damage to the extent following but no further.

[i] With respect to loss or damage occurring during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge and also occurring during any previous or subsequent period of carriage by sea or inland waterways, to the extent prescribed by the applicable Hague Rules Legislation as provided for in Article 2 hereof; or

[ii] Save as covered by [i] above, with respect to loss or damage occurring during the handling, storage or carriage of the Goods by a sub-contractor or agent of the Carrier, to the extent to which such sub-contractor or agent would have been liable to Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage; the terms and conditions of the said direct and separate contract can be obtained at the Carrier's offices upon request of the Merchant; or

[iii] In case it can not be proved where the Goods were when the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of carriage by water, and the Carrier shall be responsible to the extent prescribed by the applicable Hague Rules Legislation.

[3] The Carrier shall be responsible for and shall enjoy the immunities and limitations against loss or damage pursuant to the applicable Hague Rules, Hague/Visby/Rules/U.S COGSA legislation for all periods when the Goods are in the actual or constructive custody of the Carrier.

[4] Notwithstanding Article 7(2) hereof, the Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any direct or indirect loss or damage which is caused through delay.

[5] Where damage is alleged to the contents of any package delivered by the Carrier without notation for external

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damage, it shall in all circumstances be a prerequisite to Carrier's liability that the Merchant shall first demonstrate its delivery of the contents of the package in actual good condition at the Carrier's place of receipt.

[6] The column "Final Destinations" on the face hereof is solely for the purpose of the Merchant's reference and the Carrier's responsibility in respect to the Goods shall in all cases at the time of delivery of the Goods at the port of discharge or place of delivery.

[7] Any clause hereon giving names of parties who desire to be notified of the Vessel's arrival at destination is solely for the information of the Carrier's agents and failure to notify shall not involve the Carrier in any responsibility whatsoever, or relieve the receiver and or consignee from any obligation hereunder.

8. MERCHANT'S WARRANTY

[1] Each Merchant shall be responsible for any failure to perform any Merchant's obligations under any of the terms of this Bill of Lading; and each shall indemnify the Carrier against all liability, loss, damages and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant or any of them. The responsibility of each Merchant shall not be diminished by the existence of any lien claim on the Goods.

[2] Any reference on the face of the Bill of Lading to any particulars of the Goods is furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant warrants to the Carrier that the particulars furnished by him are correct.

[3] The Merchant shall inspect the containers when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier.

[4] The Merchant warrants to the Carrier that the marks on the Goods, package and container correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.

[5] Each Merchant warrants that equipment, whether owned or leased by the Carrier, would be returned to the Carrier within a reasonable time stipulated in the applicable tariff and further promises and agrees to pay equipment detention charges stipulated in the applicable tariff including the costs and expenses of recovering the same in case of failure to do so.

9. LIBERTIES

[1] The Carrier shall make commercially reasonable efforts to carry the Goods expeditiously to the place of delivery, but the Carrier does not warrant any specific route, Vessel, method of transport or delivery date, and shall have liberty to perform the carriage in any commercially reasonable manner and by any reasonable means, methods and routes including the right to transship Goods using other Carriers, conveyances or containers. The Carrier shall always have liberty to comply with orders, directions, recommendations or suggestions, howsoever given, of any government, national or local authority.

[2] At any stage in the carriage, the Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments on any means of transport, whether owned or operated by the Carrier or not.

[3] The Carrier shall make commercially reasonable efforts to complete the carriage and to deliver the Goods at the place designated for delivery, but does not guarantee such delivery and shall be excused from all consequences of non delivery at such place, [and shall remain entitled to full freight and charges and his lien,] if such delivery is commercially unfeasible, or would delay or imperil the interests of the Carrier or the Goods, the Goods of others or the general enterprise.

[4] In particular, the Carrier is excused from full performance of the contract of carriage by the existence or apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions, boycotts or other disturbances: epidemics or diseases, quarantine, sanitary or similar regulations or restrictions; shortage, absence or obstacles of labor or facilities for loading, discharging, delivery or handling of the Goods; strikes, lockouts or other labor troubles, whether partial or general, and whether or not involving employees of the Carrier, his agents or sub-contractors; congestion of ports, berths, freight stations or terminals; closure of, obstacle in or danger to any canal, waterway, land route or railroad; ice, landslide, earthquake or other natural effects creating obstacles to carriage. This list is descriptive and not exhaustive, and the existence of any of these similar conditions prior to receipt of the Goods shall not constitute waiver of the Carrier's rights.

[5] If, in the Carrier's opinion, good cause exists to fear danger, injury, loss, delay or disadvantage to the Carrier, the Goods, the Goods of others or to the general enterprise, the Carrier

[i] At any time shall be entitled to unpack the container or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant: and/or

[ii] Before the Goods are loaded on the Vessel, a vehicle or other means of transport at the place of receipt or port of loading shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of them and upon his failure to do so, to warehouse or place them anywhere at the risk and expense of the Merchant: and/or

[iii] If the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant: and/or

[iv] If the Goods are loaded on the Vessel, a vehicle or other means of transport whether or not approaching, entering or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under [iii] or [iv] above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be freed from any responsibility hereunder.

[6] If, after storage, discharge or any actions according to the [iii], [iv] above, the Carrier makes any arrangements to store and/or transship and/or forward the Goods, it is agreed that he shall do so as agent only for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency and the Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and extra expenses thereby incurred

[7] Any action taken by the Carrier pursuant to this clause for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise shall fall within the contractual carriage, and such action or delay resulting there from shall not constitute a deviation at law, and the Carrier shall be entitled to the full benefit or all privileges, rights and immunities contained in the Bill of Lading.

10. Unknown Clause

Any reference on the face hereof to marks, numbers, descriptions, quality, quantity, gauge, weight, measure, nature, kind, value and any other particulars of the Goods is as furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant warrants to the Carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

11. CONTAINERS

[1] The Carrier has the right to carry the Goods under deck or on deck. When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of on deck stowage on the face hereof. The Goods so carried shall be subject to the applicable Hague Rules, Hague/Visby Rules, U.S COGSA as provided for in Article 2 hereof, and the stowage of such Goods shall constitute under deck stowage for all purposes including general average.

[2] Where the Goods are not already packed into containers at the time of receipt, the Carrier shall be at liberty to pack and carry them in any type of container.

[3] The Merchant shall indemnify the Carrier against any loss of or damage to the Carrier's container or other equipment while in the possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant.

[4] The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents or sub-contractors.

[5] If any container is delivered sealed by the Merchant to the Carrier, this Bill of Lading is evidence of the receipt only of the number of containers shown on the Bill of Lading, and the condition and any particulars of the contents are unknown to the Carrier who accepts no responsibility in respect and the Merchant warrants that the containers and contents thereof are suitable for handling and carriage. In the event of breach of this warranty, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods and the Merchant shall be liable for loss of or damage to any other property, or for personal injury or the consequences of any other accidents or events whatsoever. If such containers are delivered by the Carrier with seals intact, such delivery shall be full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the containers.



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12. SPECIAL CONTAINER

[1] The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container, unless special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid.

[2] As regards the Goods which have been agreed to be carried in special container the Carrier shall exercise due diligence to maintain the facilities of the special container while they are in his actual custody to the control, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, derangement or breakage of facilities of the container

[3] The Carrier shall not accept responsibility for the function of special container supplied by or on behalf of the Merchant and does not guarantee the maintenance of any temperature inside the container

[4] If the Goods received by the Carrier is refrigerated container into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the container.

13. DANGEROUS GOODS, CONTRABAND

[1] The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's written acceptance of a prior written application by the Merchant for the carriage of such Goods. Such application must accurately state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee.

[2] The Merchant shall undertake that the nature of the dangerous Goods is distinctly and permanently marked and manifested on the outside of the package and container and shall also undertake to submit all documents or certificates required by any applicable statutes or regulations or by the Carrier.

[3] Whenever the Goods are discovered to be contraband or prohibited by any laws or regulations, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall indemnify the Carrier against any kind of loss, damage or liability including loss of freight and any expenses directly or indirectly arising out of or resulting from such Goods.

[4] The Carrier has the right to inspect the contents of the package or container at any time and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.

14. DECK CARGO, LIVE ANIMAL AND PLANT

[1] The Carrier shall not be responsible for any accident, disease, mortality, loss of or damage to the goods carried on deck, live animals, birds, reptiles and fish and plants arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of the applicable version of the Hague Rules and the terms of this Bill of Lading.

[2] The Goods in on deck, poop, forecastle, deckhouse, shelter deck, passenger space or any other covered space shall be deemed to be stowed under deck for all purposes including general average

15. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, writings, negotiable instruments, securities, documents, works of art, heirlooms, or any other valuable Goods, including Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same is inserted in this Bill of Lading and advalorem freight has been prepaid thereon.

16. Delivery by Marks

[1] The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, package(s) and container(s) by the Merchant before they are received by the Carrier in letter and numbers not less than two inches high, together with names of the port of discharge and place of delivery

[2] In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.

[3] The Merchant warrants to the Carrier that the marks on the goods, package(s), and container(s) correspond to the marks shown on this Bill of Lading and also in all respect comply with all laws and regulations in force at the port of discharge or place of delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.

[4] Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various merchants of the goods of like character, in proportion to any apparent shortage, loss of weight or damage, and such goods or part thereof shall be accepted as full and complete delivery.

17. DELIVERY

[1] The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side, custom-house, warehouse, wharf, quay or any other place designated by the Carrier within the geographic limits of the port of discharge or place of delivery shown on the face hereof.

[2] Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this Bill of Lading, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over.

[3] In case the Goods received by the Carrier is container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of container(s) shown on the face hereof, and shall not be required to unpack the container(s) and deliver the contents thereof in accordance with brands, marks, numbers, sizes or types of packages or pieces.

[4] In case the Goods have been packed into container(s) by the Carrier, the Carrier shall unpack the container(s) and deliver the contents thereof and shall not be required to deliver the Goods in container(s); provided, however, that at the Carrier's discretion and subject to prior arrangement between the shipper and the Carrier, Goods may be delivered to the Merchant in container(s)

[5] Optional delivery shall be granted only when arranged prior to the time of receipt of Goods and so expressly provided herein. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional port at Carrier's option port and Carrier's responsibility shall then cease.

18. TRANSHIPMENT AND FORWARDING

[1] Whether arranged beforehand or not, the Carrier shall have liberty without notice to carry the Goods wholly or partly by the named or any other vessel, craft or other means of transport by water, land or air, whether owned or operated by the Carrier or others. The Carrier may under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

[2] In case the Goods herein specified cannot be found at the port of discharge or place of delivery or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

19. FIRE

The Carrier shall not be responsible for any loss of or damage to the Goods arising or resulting from fire occurring at any time and even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.

20. Lien

[1] The Carrier shall have a lien in the Goods, which shall survive delivery, for all freight, dead freight, demurrage, damages, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary here to and cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

[2] If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's option, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and

expense of the Merchant.

[3] The Carrier shall have a lien on the Goods for all expenses and charges incurred in protecting or taking care for the Goods, whether the Goods be damaged or not, and for any payment or liability of whatsoever nature incurred by the Carrier in connection with the Goods, including legal fees incurred through attachments or interpleader or other proceedings in respect of the Goods.

21. Freight and Charges

[1] Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value as furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the container(s) and/or package(s) and examine contents, weigh, measure and value of the Goods at the risk and expense of the Merchant. In case of incorrect declaration of the contents, weigh, measure or value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier, (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) as and by way of liquidated and ascertained damages, a sum equal to the correct freight.

[2] Full freight and all advance charges shall be considered completely earned on receipt of the Goods by the Carrier, whether the Vessel or the Goods be damaged, lost or not lost, or the journey frustrated or abandoned. All freight and charges shall be paid in full without any offset, counterclaim or deduction, and shall be paid in the currency named in this Bill of Lading.

[3] Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is discharged from any obligation to load such Goods and the Vessel may leave the port without further notice and dead freight shall be paid by the Merchant.

[4] The Merchant shall be liable for, and indemnify the Carrier against all dues, duties, taxes and charges including consular fees levied on the Goods, or all fines and/or loss sustained or incurred by the Carrier in connection with the Goods howsoever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities in connection with the Goods or to procure consular, Board of Health or other certificate to accompany the Goods.

The Merchant shall be liable for return freight and charges on the Goods refused exportation or importation by any government or public authorities.

[5] The shipper, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

22. NOTICE OF CLAIM AND TIME FOR SUIT

[1] Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

[2] In any event the Carrier shall be discharged from all liability in respect of non delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

[3] The provisions within this Bill of Lading apply to all claims against the Carrier relating to the performance of the contract evidenced by this Bill of Lading, whether the claim be founded in contract or in tort.

23. LIMITATION OF LIABILITY

[1] All claims for which the Carrier may be liable shall be adjusted and settled on basis of the Merchant's net invoice cost, plus freight and insurance premium, if paid. In no event shall the Carrier be liable for any loss of profit or any consequential loss.

[2] As far as the loss of or damage to or in connection with the Goods occurred during the part of carriage to which The Hague Rules Legislation shall apply.

[i] the Carrier shall not be liable for loss or damage in an amount exceeding One Hundred Pounds Sterling (£100) or its equivalent in any other currency per package or unit, unless the value of the Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods and inserted in this Bill of Lading together with nature thereof and extra freight has been paid as required.

If the actual value of the Goods per package or unit exceeds 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. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In the case the declared value is markedly higher than the actual value, the Carrier shall in no event be liable to pay any compensation, and [ii] Where the cargo has been either packed into container(s) or unitized into similar article(s) of transport by or on behalf of the Merchant, it is expressly agreed that the number of such container(s) of transport shown on the face hereof shall be considered as the number of the package(s) or unit(s) for the purpose of the application of the limitation of liability provided for herein.

24. GENERAL AVERAGE AND SPECIAL CHARGE

[1] General Average is to be adjusted, stated and settled at any port or place at the Carrier's option, according to the York-Antwerp Rules 1974 in the currency selected by the adjuster, who shall be appointed by the Carrier.

[2] Average agreement or bond and such each deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the Goods

[3] The Amended Jason Clause as approved by the Baltic and International Maritime Conference (BIMCO) is incorporated here by this reference

[4] In case of special charges or expenditures unforeseen by the terms of this Bill of Lading, and not compensable in General Average, the Merchant shall reimburse the Carrier for all such special charges and expenditures that might be applicable to the Goods.

25. BOTH TO BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship, and any act, neglect or default of the Master, mariner, pilot or the servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non carrying ship or her owners in so far as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or the owner thereof. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

26. DEVIATION

No reasonable or customary action taken by the Carrier during the carriage of the Goods shall constitute a deviation, and in particular, no action taken by the Carrier pursuant to the Liberties Clause above shall constitute a deviation if it was taken for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise. It shall be prerequisite to the Merchant's claim for damages on account of deviation that the Merchant's insurance shall first have been cancelled on account of the alleged deviation. No deviation shall oust the right to limit liability for damages, and the Carrier shall always be entitled to the full benefit of all privilege, rights and immunities in this Bill of Lading and any incorporated tariffs.

27. VARIATION OF THE CONTRACT ETC

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

28. TARIFF

Where a public tariff has been filed by Carrier, Ocean Carrier or Inland Carrier governing all or part of the period of carriage, the terms of this Bill of Lading may, to some extent, be modified by the terms of that tariff and by documents referenced therein, such as uniform Bills of Lading. To the extent of any actual inconsistency between tariff and this Bill of Lading, the terms of this Bill of Lading shall control to the fullest extent permitted by law.

29. NOTIFICATION

Any clause hereon giving names of parties who desire to be notified of the Vessel's arrival at destination is solely for the information of the Carrier's agents and failure to notify shall not involve the Carrier in any responsibility whatsoever, or relieve the receiver and or consignee from any obligation hereunder.