1. DEFINITIONS

In this Bill of Lading, the word: -

(a) "Carrier" means the party named on the face of this Bill of Lading or the principal's agent who signed this Bill of Lading on behalf of the Carrier. (b) "Merchant" includes any Person who at any time has been or is the Shipper, Holder, Consignee, and Receiver of the Goods or of this Bill of Lading and or any Person acting on behalf of any such Person.(c) "Holder" means any Person for the time being in possession of (or entitled to possession of) this Bill of Lading. (d) "Person" includes an individual, group, company or other entity. (e) "Sub-Contractor" includes (but is not limited to) owners and/or operators of the vessels (other than the Carrier), stevedores, terminal and groupage operators, road and/or rail transport operators and any independent contractor employed by the Carrier in the performance, whether fully or partially of the Contract of Carriage. (f) "Indemnify" includes defend, indemnify and hold harmless whether or not the obligation to indemnify arises out of a negligent or non-negligent acts or omission of the Carrier, his servants, agents or Sub-Contractors. (g) "Goods" means the whole or any part of the cargo received from the Shipper and includes the packing and any equipment or Container not supplied by or on behalf of the Carrier. (h) "Container" includes any Container, trailer, transportable tank, flatrack or pallet, or any similar articles used to consolidate goods and any ancillary equipment. (i) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.(j) "Port of Loading" means any port at which the Goods are loaded on any vessel (which may be a feeder and/or ocean going vessel or any vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading. (k) "Port of Discharge" means any port at which the Goods are discharged from any vessel (which may be a feeder and/or ocean going vessel or any vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading. (l) "Vessel" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel and/or an ocean going vessel.(m) "Combined Transport" arises if the Place of Receipt and or the Place of Delivery are indicated on the face hereof in the relevant spaces. (n) "Port to Port" arises if the Carriage is not Combined Transport.(o) "Shipped on Board"means goods have been taken aboard the named vessel on the stated date. (p) "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading. (q) "Hague Rules" means the provisions of the International Conventions for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and the amendments by the Protocol signed at Brussels on 23 February, 1968 known as the "Hague-Visby Rules".

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to container and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms and conditions hereof, he/she is or has the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY

(a) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever. (b) The Merchant undertakes that no claims or allegation shall be made against any person and/or entity by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier) other than the Carrier, which he/she imposes or attempts to impose upon any such Person and/or entity, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or notarising out of negligence of the part of such Person and/or entity. If any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such Person, entity or vessel shall have the benefit of every right, defense, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier (including but not limited to Clause 27 hereof) as if such provision were expressly for his/her benefit. 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 and trustee of such Persons or vessel. (c) The provisions of Clause 4(b) including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons and/or entity chartering space on the carrying vessel. (d) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods of the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY - Port to Port Shipment

5.1) If Carriage is Port-to-Port, the liability of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transshipped, shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules Articles 1 – 8 inclusive only.

5.2) The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel. Notwithstanding the above, in case and to the extent that any applicable law provides for additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss or damage did not occur at sea. In the event of the Goods being discharged at port other than the Port of Discharge nominated in this Bill of Lading and forwarded to the nominated Port of Discharge by whatever means, the Hague Rules referred to in paragraph 5.1 of this clause shall continue to apply until delivery at the nominated Port of Discharge, notwithstanding that Carriage may not be at sea.

6. CARRIER'S RESPONSIBILITY - Combined Transport

If Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading whichever is applicable to the Port of Discharge or the Place of Delivery, whichever is applicable. Save as it is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

6.1) If the stage of the Carriage during which loss or damage occurred is not known
(a) Exclusions : If the stage of the Carriage during which the loss or damage occurred is not known, the Carrier shall be relieved of liability for such loss or damage that was caused by: (i) an act of omission on the part of the Master or his agents or servants; (ii) insufficiency of or defective condition of packing or marking; (iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant; (iv) inherent vice of the Goods; (v) strike, lock-outs, stoppage or restraint of labour, from whatever cause, whether partial or general, (vi) a nuclear incident; (vii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence; (viii) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen; (ix) compliance with instructions of any Person entitled to give them. (b) Burden of Proof : The Burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6.1 shall rest upon the Carrier. Save that if 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 Clause 6.1 (a) (ii) or (iv), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was no, in fact, caused either wholly or partly by one or more of these causes or events. (c) Limitation of Liability : Except as provided in Clauses 7.2, 7.3 and 29, if Clause 6.1 operates, total compensation shall be in no circumstances whatsoever and howsoever arising exceed US$2.00 per kilogram of the gross weight of the Goods lost or damaged.

6.2) If the state of the Carriage during which the loss or damage occurred is known Notwithstanding anything provided for in Clause 6.1 and subject to Clauses 16 and 17, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined: (a) by the provisions contained in any international convention or national law which provisions: - (i) cannot be departed from by private contract to the detriment of the Merchant, and (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, or (b) if no international convention or national law would apply by virtue of Clause 6.2 (a), by the Hague Rules, Articles 1 – 8 inclusive only if the loss or damage is known to have occurred during waterborne Carriage, or (c) by provisions of Clause 6.1 if the provisions of Clause 6.2 (a) and (b) does not apply. For the purposes of Clause 6.2, references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

6.3) If the Place of Receipt or Place of Delivery is not named on the face hereof Subject to Clause 5, (a) if the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the vessel. (b) if the Place of Delivery is not named on the face hereof, the damage to the Goods, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises subsequent to discharge from the vessel.

6.4) Notice of Loss or Damage : Unless Clause 27 applies, the Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of or 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 his to representatives at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the face hereof) 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 working days thereafter.

6.5) Time-bar : Unless Clause 27 applies, the Carrier shall be discharged of all liability whatsoever in respect of the Goods, unless suit is brought and notice thereof given to the Carrier within nine calendar months after delivery of the Goods or, if the Goods are not delivered, ten calendar months after the date of issue of this Bill of Lading.

7. LIABILITY PROVISIONS :

7.1) Basis of Compensation : Unless Clause 27 applies, compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods agreed to be the FOB/FCA invoice value plus freight and insurance if paid.

7.2) Hague Rules : Limitation If the Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise that by national law, in determining the liability of the Carrier, the liability shall in no event exceed US$500.00 per package or unit.

7.3) Ad Valorem : The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the goods and that higher compensation than that provided for in this Bill of Lading may not be claimed unless with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated in this Bill of Lading and extra freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4) Delay : The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for delay, indirect or consequential loss or damage caused by delay.

7.5) Scope of Application : (a) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage but also during the periods prior to and or subsequent to the Carriage. (b) The rights, defenses, limitation and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract. (c) Save as is otherwise provided for in this Bill of Lading, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect consequential loss or damage or loss of profits.

7.6) Inspection by Authorities : If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

8. LIMITATION AMOUNT:

8.1) When the Carrier is liable for compensation in respect of loss or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.

8.2) The value of goods shall be fixed according to the current commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

8.3) Compensation shall not, however exceed 2 SDR (Special Drawing Rights) per kilo of gross weight of the goods lost or damaged, unless, with the consent of the Carrier, the Merchant has declared a higher value for the goods and such higher value has been stated in the CT Bill of Lading, in which case such higher value shall be the limit. However, the Carrier shall not, in any case, be liable for any amount greater than the actual loss to the person entitled to make the claim.

9. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

9.1) The Carrier shall not be liable for loss of or damage to the Goods caused by matters beyond his control, including, inter-alia, without generality of this exclusion: (a) the manner in which the Container has been packed, or (b) the unsuitability of the Goods for carriage in the Container supplied, or (c) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability, defective condition or incorrect setting could have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or (d) packing temperature controlled Goods that are not at the correct temperature for Carriage.

9.2) The Shipper is responsible for the packing and sealing of all Shipper-Packed Containers and, if a Shipper-Packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortages of Goods ascertained at delivery. If nevertheless, a claim for shortage is made against the Carrier by any Person whomsoever, the Merchant agrees to indemnify the Carrier against the cost of any such claim plus any costs incurred in respect thereof.

9.3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 9.1, save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 9.1 (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

10. INSPECTION OF GOODS

The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, weigh and or measure the Goods.

11. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried or carried further, whether at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may, without notice to the Merchant (but as his agent only), take any measure(s) and or incur any additional expense to carry or to continue the Carriage thereof, and or sell or dispose of the Goods, and or abandon the Carriage and or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier, in his absolute discretion, considers most appropriate which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

12.DESCRIPTION OF GOODS

12.1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of containers or other packages or units indicated in the box on the face hereof entitled ""Total No. of Container/Packages received by the Carrier".

12.2) Except as provided in Clause 12.1, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

12.3) If any particulars of any Letter of Credit and or Import Licence and or Sales Contract and or Invoice or Order number and or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 7.3 apply, the value of the Goods is unknown to the Carrier.

13.SHIPPER'S/MERCHANT'S RESPONSIBILITY

13.1) All of the Persons coming with the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading and remain so liable throughout Carriage, notwithstanding their having transferred this Bill of Lading and or title to the Goods to another party.

13.2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Shipper further warrants that the Container meets all ISO and or other international safety standards and is fit in all respect for Carriage by the Carrier.

13.3) The Merchant shall indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 13.2 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

13.4) The Merchant shall comply with all regulations or requirements of Customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods and shall indemnify the Carrier in respect thereof.

13.5) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers free from labels etc., with interiors brushed clean, odour free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servant or agents, within the time prescribed. Should a Container not be returned as required above within the time prescribed, the Carrier is entitled to take such steps as he considers appropriate for the account of the Merchant and the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

13.6) Containers released into the care of the Merchant for packing, unpacking of any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss and or damage to such Containers occurring during such period. The Merchant shall also indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in his control.

14. FREIGHT

14.1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

14.2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight, duties, taxes and charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable tariff.

14.3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If any particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages to the Carrier.

14.4) All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

14.5) Interest at 18% p.a. shall run from the date when the freight is due.

14.6) The merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packing due to expected causes and for all expenses caused by extra handling of cargo for the aforementioned reasons.

15. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Contract. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place at his sole discretion, whether the contractual Carriage is completed or not. In any event, any lien shall extend to cover the costs of recovering the sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant at any place at the sole discretion of the Carrier.

16. OPTIONAL STOWAGE AND DECK CARGO

16.1) The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

16.2) Goods, whether or not packed in Containers, may be carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to those rules.

16.3) Notwithstanding Clause 16.2, in the case of Goods which are stated on the face hereof as being carried on deck and are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising, whether or not caused by negligence on the part of the Carrier, his servants, Agents or Sub-Contractors.

17. METHODS AND ROUTES OF CARRAIGE

17.1) The Carrier may at any time and without notice to the Merchant: (a) use any means of carriage whatsoever, (b) transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another vessel than that named on the face hereof, (c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise, (d) proceed by any route in his direction / discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order, (e) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port, (f) comply with any 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 any insurance on any conveyance employed by the Carrier the right to give orders or directions, (g) permit the vessel to proceed with or without pilots, to tow or be towed or to be drydocked.

17.2) The liberties set out in Clause 17.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of Goods, including but not limited to loading or unloading other goods, bunkering, undergoing repairs, adjustments, picking up or landing any persons, including but not limited to persons involved with the operations or maintenance of the vessel and assisting vessels in all situations. Anything done in accordance with Clause 17.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

17.3) By tendering Goods for Carriage without any written request for Carriage in a specialized Container, or for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may not properly be undertaken in a general purpose container.

18. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage, the vessel or other goods on board the vessel are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods due to their condition, safely or properly to be carried further) and howsoever arising (even though the circumstances giving rise to such hindrances, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without the prior notice to the Merchant and at the sole discretion of the Carrier, either: - (a) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this Clause 18(a) then, notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or (b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension of Carriage. If the Carrier elects to invoke the terms of this Clause 18(b) then notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18(a) or to suspend the Carriage under Clause 18(b) this shall not prejudice his right subsequently to abandon the Carriage.

19. DANGEROUS GOODS

19.1) No Goods which are or may become dangerous, inflammable, damaging or injurious (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container as well as 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 any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and or marking, or if in the opinion of the Carrier, the Goods are or liable to become of a dangerous, inflammable, damaging or injurious nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

19.2) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations, which may be applicable during the Carriage. In particular but without prejudice to the generality of this Clause 19.2, if the Goods are not packed into the Container by or on behalf of the Carrier, the Merchant undertakes that incompatible Goods are not packed in the same Container.

19.3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

19.4) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

20. NOTIFICATION AND DELIVERY

20.1) Any mention herein of parties to be notified of the arrival of Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability or relieve the Merchant of any obligation hereunder.

20.2) The Merchant shall take delivery of the Goods within the time provided in the Carrier's applicable Tariff (see Clause 2). If the Merchant fails to do so, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute delivery hereunder and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease 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.

20.3) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 20.2, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant.

20.4) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

20.5) In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein without stipulating any particular terms and conditions to apply during said amended Carriage, to the extent provided by the applicable Tariff the terms and conditions of this Bill of Lading shall continue to apply, but only until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. Once the applicable Tariff ceases to provide for the continued application of the terms and conditions of the Bill of Lading, or if the Carrier declines to extend the Bill of Lading terms to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, howsoever arising, for the period of amended Carriage.

20.6) If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under Clause 20.2, the Carrier is obliged to hand over the Goods into the custody of any Customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

21. FCL MULTIPLE BILLS OF LADING

21.1) Goods will only be delivered in a Container to the Merchant, if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfiled the Carrier may unpack the Container and in respect of Goods, for which Bills of Lading have been surrendered, deliver them to the Merchant on a LCL (less than container load) basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL, Service Charge and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

21.2) If this is an FCL (Full Container Load) multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "one of ... part cargoes in the Container"), then the Goods detailed overleaf are said to compromise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to the Goods within the Containers shall take delivery thereof (including any damage portion) and bear any shortage in such proportions as the Carrier shall in his absolute discretion determine and such delivery shall constitute due delivery hereunder.

22. GENERAL AVERAGE AND SALVAGE

22.1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

22.2) A general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 or any subsequent amendments thereto at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier with the test of reasonableness in the Rule Paramount being made on the basis of what was known at the time of the general average act and not subsequently with the benefit of hindsight. Any general average on a vessel not operated by the Carrier (whether a seagoing or inland waterways vessel) shall be adjusted according to the requirements of the operators of that vessel. In either case the Merchant shall give such cash deposit or other security, as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods. Any security, other than cash deposits, must be given by a party acceptable to and with assets in a jurisdiction nominated by the Carrier. Such security must be provided before delivery if the Carrier so requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

22.3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values, etc.

22.4) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

22.5) In the event of the Master in his sole discretion or in consultation with owners considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remunerations, without any prior consultation with the Merchant in both cases.

22.6) If the Merchant contests payment of contribution to general average, salvage, salvage charges and or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of issue of the adjustment thereof, whether or not prior security had been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

22.7) In the event of any general average credit balances due to Merchants still being unclaimed five years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

23. U.S.TRADE:

23.1) In case the contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S.COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout, the entire time the goods are in the Carrier's custody.

23.2) If the U.S.COGSA applies, and unless the nature and value of the goods have been declared by the shipper before the goods have been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss of or damage to the goods for an amount exceeding USD 500 per package or customary freight unit.

24.BOTH-TO-BLAME COLLISION CLAUSE:

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master and or his servants or agent or the servants or agents of the carrier in the navigation or in the management of the vessel, the merchant will Indemnify the carrier against all loss or liability to the other or non carrying vessel or her owner in so far as such loss or liability represents loss of a damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her owner of the said cargo and set-off, or recouped or recovered by the other or non-carrying vessel or her owner as a part of his claim against the carrying vessel or carrier.

25. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this

Bill of Lading, unless such waiver or variation is in writing and specifically authorized or ratified in writing by the Carrier.

26. LAW AND JURISDICTION

This bill of lading shall be governed by and construed in accordance with Indian Law.

Any and all disputes arising out of port to port shipments shall be determined by Courts in India to the exclusion of the jurisdiction of any other the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.

Any and all disputes arising out of multimodal transport shall be resolved by arbitration, by a sole Arbitrator appointed by the carrier. The arbitral proceedings shall be governed by the Arbitration and Conciliation Act,1996 and Indian law shall be applicable. The venue for the arbitral proceedings shall be Chennai and the language of the proceedings shall be in English.

27. PRINCIPAL ADDRESS

For FMC – USA (OTI) BLs: Draft Cargoways India Private Limited, New No. 31, Old No. 14, Moore Street, Chennai-600 001.

For other Non FMC BLs: Fairmacs Shipping and Transport Services Private Limited, New No. 31, Old No. 14, Moore Street, Chennai-600 001.

28. VALIDITY

In the event that anything herein contained is inconsistent with any applicable international convention or national law, which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

29. LIMITATION OF LIABILITY

For the avoidance of doubt, the Merchant hereby agrees that the Carrier qualifies and shall be regarded as a person entitled to limit liability under the relevant Convention on the Limitation of Liability for Maritime Claims. Except to the extent that mandatory law to the contrary applies to the appropriate jurisdiction (in which case said law shall apply), the size of the fund to which the Carrier may limit shall be calculated by multiplying the limitation fund of the carrying vessel at the relevant time by the number of TEUs (Twenty Foot Equivalents) aboard at that time for which the Carrier is the contracting carrier and dividing that total by the number of TEUs aboard at the time.