- accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

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

 *Rolded" means any Person rightfully in possession of this Bill of Lading or the named Consignee in the event the Bill of Lading is non-negotiable.

 *Merchant" includes the Shipper, Holder, Consignee, Consigner, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading when the Toil as Bill of Lading) and anyone acting or of this Bill of Lading when the Toil as Bill of Lading) and anyone acting or or this Bill of Lading when the Toil as Bill of Lading) and anyone acting on behalf of such Person.

 *Combined Transport" arises if the Place of Receipt and/or the Place of Boliviery are indicated on the reverse hereof in the relevant boxes.

 *Package" when a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as Person" includes an individual, corporation, or other legal entity.

 *Port-to-Port" arises if the Carriage is not Combined Transport.

 *Past-to-Port" arises if the Carriage is not Combined Transport.

 *Past-to-Port" arises if the Carriage is not Combined Transport.

 *Past-to-Port" arises if the Carriage is not combined Transport.

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 *Past-to-Port" arises is the Carriage is not combined Transport.

 *Past-to-Port" arises is the Carriage is not combined Transport.

 *Past

2. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this TD and the applicable

3. WARRANTY
The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this TD.

- to possession of the Goods and this TD.

 4. SUB CONTRACTING

 4. If the Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage.

 4. The Machant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Sub Contractor of the Carrier within imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should neverheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and Sub Contractor productions of the contractor of the carrier of the ward purisdiction clause, as if such Terms and Conditions were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Sub Contractors of Calsus 4.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allenations.
- the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the
- carrying yessel.

 4.4 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 which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all conseniusors thereof

- CARRIER'S RESPONSIBILITY: PORT TO PORT SHIPMENT

 Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring between the time of loading at the Port of Discharge shall be determined in accordance with articles 1-8 (inclusive) of the Hague Rules shall apply as a matter of contract.

 The Carrier shall have no liability whatsoever for any loss of or damage to the Goods, howsoever caused, if such loss or damage arises before condiging onto a rater discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.
- completed when the Goods are disconnected from the tackle alongside the Vessel.
 Where US COSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to or from a container yearly or container regirds trained in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge if the Carrier is requested by the Merchant to procure Carriage by an it to do so, such Carriage shall be procured by the Carrier is agent only to the Merchant and such Carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

- shall be determined in accordance with clause 8 hereot.

 6. CARRER'S RESPONSIBILITY COMBINED TRANSPORT

 Where the Carriage is Combined Transport, the Carriar undertakes to the Carriage from the Place of the Carriage from the Place of Recipit of the Port of Loading, whichever is applicable, and save as is otherwise provided for in this *TD, the Carriar shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

 6.1 Where the stage of Carriage where loss or damage occurred is not known, the Carriar shall only be liable if it is proven by the Mercharith that the loss of and/or damage to the Goods has been caused by the Carriar's gross negligence and/or will'ul misconduct. In all other circumstances the Carriar shall not be liable.

 6.2 Where the stage of Carriage where the loss or damage occurred is known motivathstanding anything provided for in clause 6.1 and subject to clause 18, the liability of the Carriar shall now the Stage of Scarriage where the loss or damage scall be determined.

- determined: in case of shipments to or from the USA by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA or during Carriage to a from a container year or container regist station in or immediately adjacent to the sea terminal at the Port of Loading or of Discharge in ports of the USA; or by the Hague Rules articles 1 is inclusive where the provision of clause 5.21al does not apply and if the loss or damage is known to have occurred from and during loading not the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract, or
- from and during loading office the Hague Rules shall apply as a matter of contract, or (c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred for, in the case the law of the State of New York will apply, or (d) where the provisions of clause \$6.1, in either case the law of the State of New York will apply, or (d) where the provisions of clause \$6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is a public, semi-public and/or imposed exclusive or monopolistic body by the conditions applicable for such body or in the absence of such contract or tariffs by the provisions of clause \$6.1.

 For the purposes of clause \$6.7 references in the Hague Rules to Carriage by see shall be deemed on include references to all waterborne Carriage and the \$6.3. The Carrier shall be under no inability whatsoever for loss of or damage to the Goods howsoever occurring:

 (a) if the Place of Receipt is not named on the reverse hereof and such loss

- or damage arises prior to loading on to the Vessel; or (b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

COMPENSATION AND LIABILITY PROVISIONS

- COMPENSATION AND LIABILITY PROVISIONS

 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the FOB or FCA price of the Goods plus Freight and insurance if paid. If the FOB or FCA price of the Goods plus Freight and insurance if paid. If the shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.
- market price, by rereserved and/or quality.
 Save as is provided in clause 73:
 the Carrier's liability shall in no event exceed one hundred pounds lawful money of the United Kingdom per package or unit of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 20th applies.
- damaged or in respect of which a claim of whatsoever nature arises unless clause 7.10h applies by virtue of clauses 5.3 or 6.2(a) neither the Carrier nor the Vessel shall in any event be or become liable for any loss of or damage to the Goods or in connection with the Carriage in an amount exceeding USD 500 per Package or customary freight unit.

 7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this TD may be claimed only when, with the consent in writing of the Carrier, the value of the Goods declared by the Khipper upon delivery to the Carrier has been stated on the reverse of this TD and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this TD. Any partial loss or damage shall be adjusted pror rate on the basis of such Gelared value.

 7.4 Nothing in this TD shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

- shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

 8. GENERAL

 8. The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery, and permission, sale contract, or credit of the Marchant or any market or use of the Goods and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay, It the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

 8. Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

 8. Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage arising from any other cause whatsoever of rol loss of profits.

 8. Merchant shall be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require delivery of the Goods at any other Port or Place than the Port of Discharge or Place or Delivery, named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnity the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier, his Sub Contractors, see any contractors and conditions are saining resulting from any stoppage whatsoever in Merchant whether before, during or after the Earrieg in connection with or arising out o

side of this TD as the Port of Discharge or Place of Delivery.

9. NOTICE OF LOSS, TIME BAR
Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier of his agents at the Place of Delivery of the Company of

- definitely waived and time-barred.

 10. DEFENCES AND LIMITS FOR THE CARRIER

 10. It has been agreed between the Carrier and the Merchant that if the TD is a Bill of Lading only the Holder and if the TD is a non-negiciable wayeld, only the Shipper or, alternatively, the Consignee (depending on the Lading only the Holder and if the TD is a non-negiciable wayeld, only the Shipper or, alternatively, the Consignee (depending on shall be entitled to Ceilain from the Carrier, whether or not such claim results from negligence on the part of the Carrier, and if any other Person than the aforementioned would nevertheless make such claim or allegation, then the Merchant shall indemitify the Carrier against all consequences thereof.

 10.2 The Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and or howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or misdelivery) and whether the action be founded in contract, balment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

- 11. SHIPPER-PACKED CONTAINERS
 If a Container has not been packed by or on behalf of the Carrier (FCL

- 11. SIMPER-PACKED CONTAINERS
 If a Container has not been packed by or on behalf of the Carrier (FCL Container has not been packed by or on behalf of the Carrier (FCL Container).

 11.2 This That bhall be a receipt only for such a Container;

 11.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter falls, without prejudice to the generality of this exclusion:

 (a) the manner in which the Container has been packed, or by the unsuitability of defective condition of the Container function, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable in spection by the Merchant at or prior to the time the Container was packed.

 13. The Merchant is responsible for the packing and sealing of all FCL Containers and, if a FCL Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

 13. The Merchant is responsible for the packing and sealing of all FCL Containers shall be prima facie evidence of their being sound and suitable for use.
- suitable for use.

- 12. PERISNABLE CARCO
 12. I Goods, including Goods of a perishable nature, shall be carried in ordinary
 Containers without special protection, services or other measures unless
 there is noted on the rewerse side of this TD that the Goods will be carried
 in a refrigerated, heated, electrically ventilated or otherwise specifically
 equipped Container or are to receive special attention in any way. The
 Merchant undertakes not to tender for Carriage any Goods which require
 refrigeration, ventilation or any other specialised attention without giving
 written notice of their nature and the particular temperature of supply
 air to be maintained or other setting of the thermostatic, ventilation or
 other special controls. If the above requirements are not compled with,
 the Carrier shall not be liable for any loss of or damage to the Goods
 howsoever arising.
- the Carrier shall not be liable for any loss of or amage us use usous howsover arising.

 12.2 Temperature instructions given by the Merchant for temperature controlled Containers will always relate to the supply air temperature range to be ministained by the Carrier during the Carriage. The Carrier will not guarantee any temperature range inside the Container. The trip of the Carrier will not guarantee any temperature range inside the Container. The trip of the Carrier will not guarantee the secondary of the Carrier and will be the sole responsibility of the Merchant. The Carrier and will be the sole maintenance of any intended level of humidity inside any Container.

 12.3 The term "apparent good order and condition" when used in this TD with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received, were verified by the Carrier as being at the carrying temperature, humidity level

- or other condition designated by the Merchant.

 12.4 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Seel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

the Container supplies by the Larrier in an efficient state.

3. INSPECTION OF GOIDS

The Carrier shall be entitled, but under no obligation, to open and/or scan any Package or Container at any time and no inspect the contents. If it appears at any time that the Goods cannot safely or properly be Carried or carried or the carrier of the content of t

- howsoever arising from any action or lack or action univer una cleause.

 14. DESCRIPTION OF GOODS

 14.1 This 170 shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or unix indicated in the box on the reverse side hereof entitled "Particulars furnished by the Merchant".

 14. The reverse side hereof entitled "Particulars furnished by the Merchant" and the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

 14.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Shipper on receipt of this TD 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, drugs, stowaways or other filegal substances, and that the Goods will not cause loss, damage or expense to the Carrier. You any other contents of social and for immorringences and/or immorringences and/or immorringences and/or immorringences.
- and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

 14.4 If any particulars of any letter of credit and/or importlicense and/or TempTales 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 TD, such particulars are included at the sole to the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars as all not be regarded as a declaration of value and in no way increases Carrier's liability under this TD.

- value and in no way increases Carrier's labelity under this TD.

 5. MERCHANT'S RESPONSIBILITY

 13.1 All of the Persons coming within this definition of Merchant in clause 1 shall be jointly and severally liable to the Carrier's The Meu fulfillment of 15.2 The Merchant shall be label for and shall indemnify the Carrier against all loss, damage, delay, fines, legal fees and/or expenses arising from any breach of any of the warranties in clause 14.3 or Beswhere in this TD and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

 15.3 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 by reason of any flagal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.
- numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

 15.4 If Containers supplied by or on behalf of the Carrier are unpacked at the Mercharts premises, the Mercharts responsible for returning the exposition of the Carrier with interiors clean, odour free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed and/or within the time prescribed in the Tarrift, the Merchart shall be fielded and/or within the time prescribed in the Tarrift, the Merchart shall be field to any determion, loss or expense incurred as a result thereof, or any determion, but on the Carrier of the Merchart shall be field to any other purpose whatsever are at the sole rick of the Mercharts are deemed to be aware of the dimensions and capacity of any Containers and the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

- released to them.

 16. FRIGHT, EXPENSES AND FEES

 16. Full Freight and/or Charges shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Goods or Container(s) and, if the Shipper's particulars are incorrect the Merchant and the Goods shall be liable for the correct Freight and/or Charges and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

 16.2 The Merchant is responsible for the payment of the Freight and/or Charges which shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.

 16.3 All sums payable to the Carrier are due on demand and shall be paid in full in Indied States currency or at the Carrier's Option, in its equivalent in the currency in which the Freight and/or Charges is fare to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight and/or Charges in the applicable Tariff.

 16. All Freight and/or Charges hall be paid without any set off, counter claim, deduction or stay of execution at latest before delivery of the Goods.

 16. Elf the Merchant fails to pay the Freight and/or Charges when due he shall be liable also for the payment of reasonable legal fees and expenses incurred in collecting any sums due to the Carrier and interests at a rate of 1% per month from the due date. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier is suthorised agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

17. LEN
The Carrier's hall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier by the Merchant under this or any other contract and for general average contributions to whomsover due. Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier's half have the right to self the Goods by public auctions.

- purpose the Larrier shall have the fight to sell the Loods by public auction private treaty, without notice to the Merchant. The Carrier's lies in shall survive review for the Carrier's lies in shall survive 18. STOWAGE DF GOODS AND LIVE ANIMALS.

 18. TTOWAGE DF GOODS AND LIVE ANIMALS.

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

 18. Goods packed in Containers (other than flats or pallets) are carried on deck unless indicated otherwise on the reverse hereof. The Carrier shall not be required to note, mark or stamp on the reverse hereof any additional statement of such on deck carriage. Save as provided in clause 18.2, such Boods (steepf live animals) shall participate in general average and shall be deamed to be within the definition of goods for the such Riules or Act, whichever is applicable.

 18.3 Goods (not being Goods stowed in Containers other than flats or pallets) which are stated on the reverse hereof to be carried on deck and live animals, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthness or negligence or any other cause whatsoever and meither the Hague Rules nor US COGSA shall apply.

- neither the Hague Rules nor US COGSA shall apply.

 19. METHODS AND ROUTES OF CARRIAGE
 19. The Carrier may at any time and without notice to the Merchant:
 (a) use any means of transport or storage whatsoever;
 (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel anamed on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
 (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;
 (a) the contemplate of the Codes of

20. MATTERS AFFECTING PERFORMANCE
If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, feven though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant and whether on roth Carriage is commenced either:

(a) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative routs to that indicated in this To or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, lift the Carrier elects to invoke the terms of this clause 20(a) then, nowthistanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine, or Contracted to the Carrier elects to invoke the terms of this clause 20(b) then, nowinthstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight and other costs 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 the Carrier of the Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage of the Goods and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods.

If the Carrier elects to use an alternative route under clause 20(a) or to suspend the Carriage to alternative coult under clause 20(a) or to suspend the Carriage to alternative coult under clause 20(a) or to suspend the Carriage and alternative route under clause 20(a) or to suspend the Carriage to the Administration and provides his rig

- 21. DANGEROUS GOODS
 21.1 No Goods which are or which may become of a dangerous, noxious, hazardous, filsmmable, or damaging nature (including radio active hazardous, filsmmable, or damaging nature (including radio active or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage which previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable leave, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, of if his opinion of the Carrier without obtaining his consent and/or such marking, of the his opinion of the Carrier to Goods are of damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

 21.2 The Merchant warnats that such Goods or peacked in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage. 21. In Medicant six laws 12.2 including any steps taken by the Carrier pursuant to clause 21.1 whether or not the Merchant was aware of the nature of such Goods.

 21.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere. 21. DANGEROUS GOODS
 21.1 No Goods which are or which may become of a dangerous

- NOTIFICATION, DISCHARGE AND DELIVERY
 Any mentioning in this TD of parties to be notified of the arrival of
 the Goods is solely for information of the Carrier. Failure to give such
 notification shall not involve the Carrier in any liability nor relieve the
 Merchant of any voltgation hereunder.
- 221. Any menteoning in this TD of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereauder.

 222. If the Carrier in any involve it is a considerable of the Carrier family to the Merchant of any obligation hereauder.

 223. If the Carrier in any involve it is a considerable and the Merchant of the Merchant directly as they come to hand, at or onto any whard, craft, vehicle or place, on any day and at any time, whereupon the liability of the Carrier (fam) in respect of the Goods discharged as aforesaid, shall wholly cease notwithstanding any custom of the Port to the contrary and notwithstanding any charges, dues or other expenses that may be or become payable. The Merchant shall take delivery of the Goods upon discharge. If the Merchant falls to do so, the streeder or Person into whose hands the Goods upon arrival of the Goods at such Place of Delivery. If the Merchant shall take delivery of the Goods upon arrival of the Goods at such Place of Delivery is mander on their ways are found that the Goods are delivered shall be considered to have taken due delivery of the Goods upon arrival of the Goods at such Place of Delivery is mander on their ways remote, the Merchant shall take delivery of the Goods shall be for the Merchant are also the properties of the Goods and the Goods on behalf of the Merchant was taken due delivery of the Goods which and the Goods are delivered the Merchant was taken due delivery of the Goods which and the Goods are delivered to the Merchant was taken due delivery of the Goods are balled for the Merchant upon diamand be paid by the Merchant to the Merchant to the Goods are delivered to the Merchant was the Goods and the Goods and the Goods and the Goods are the Goods which goods are delivered to the Goods and t

- 229 In the event more than one Merchant is entitled to delivery of Goods stuffed in a FCL Container (called FCL multiple TD as evidenced by the qualification "one of ... part cargoes in the Container" or similar qualifications and FCL container (called FCL multiple TD as evidenced by the qualification "one of ... part cargoes in the Container" or similar qualification; (1) Such Container shall only be released to all Merchants together at a single place or in hands of a single representative agreed by all Merchants. Failing such agreement the Carrier may unpack the Container and release these Goods to the Merchant on a LCL basis. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Goods and such release will only be effected against payment by the Merchant of LCL Service Charges and any other charges of Whatsoever nature for the additional services.
- (2) Each Merchant shall bear any shortage/damage in such proportions as the Carrier shall in his absolute discretion determine.

23. BOTH TO BLAME COLLISION CLAUSE
The Both to Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request, are hereby incorporated herein.

24. GENERAL AVERAGE AND SALVAGE 24.1 General average to be a "

- 24. SEMERAL AVERAGE AND SALVAGE
 24.1 General severage to be adjusted at any port or place and in any currency at the Carrier's option and to be settled according to the York Antwerp Rules 1994, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier's shall be adjusted according to the requirements of the operator of that Vessel.
 24.2 Such security including a cash deposit as 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 ripor to delivery of the Goods. The Carrier shall be under no obligation of the State S

- 25. VABIATION OF THE CONTRACT AND VALIDITY
 25. No servant or agent of the Carrier shall have the power to waive or vary
 35.1 No servant or agent of the Carrier shall have the power to waive or vary
 37. If the small conditions unless such waiver or variation is in writing and
 is specifically authorised or ratified in writing by the Carrier.
 25.2 In the event that anything herein contained is inconsistent with any
 32.0 In the event that anything herein contained is inconsistent with any
 32.0 In the event hat anything herein contained is inconsistent with any
 32.0 In the event hat anything herein contained is inconsistent with any
 33.0 In the contained in the cont departed from by private contract, the provisions hereof shall of such inconsistency but no further be null and void.

26. LAW AND JURISDICTION

Any claim or dispute arising under this TD, including third party pro Any claim or dispute arising under this TD, including third party proceedings or those involving several defendants, shall exclusively be governed by Belgian law and exclusively be determined by the competent courts in Antwerp to the exclusion of the invisidation of the courts of any other placel or, at the Carrier option if the defendant is not the Carrier, by the courts and according to the avoid the court of the court of the defendant is not the Carrier, by the courts and according to the extent that anything else has not been dealt with by the provisions of this TD.