



## **NVOCC TERMS AND CONDITIONS**

**RULE: 8 - BILL(S) OF LADING Eff: 01APR2016**

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**NVOCC**

**BILL OF LADING - TERMS AND CONDITIONS**

### **Clause Paramount**

1. (a) Except as otherwise provided herein this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936, which shall be deemed to be incorporated herein. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the carrier.

(b) The Carrier shall be entitled to the full benefit of and right to all limitations of, or exceptions from liability authorized by any provision of Sections 4281 to 4288 inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

### **Definitions**

#### **2. In this Bill of Lading**

(a) "Carrier" means the Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer and if bound hereby, the time charterer, and any substitute Carrier whether the owner, operator, charterer or Master shall be acting as carrier or bailee.

(b) "Vessel" means and includes the ocean vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any feeder ship, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.

(c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the owner of the Goods or person entitled to the possession of the Goods and the servants or agents of any of these.

(d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Merchant.

(e) "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.

(f) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport.

(g) "Person" means and includes any individual, corporation, partnership or other entity as the case may be.

(h) "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

### **Subcontracting**

3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, watchmen, carpenters, ship, cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the

goods as carrier, bailee or otherwise howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods, all limitations or exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described. In contracting for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this Bill of Lading, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

#### **Determination of Loss**

4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carried hereunder shall be governed by the following:

(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the ocean carrier shall be responsible therefor, and any liability of the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compulsorily applicable.

(b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier, only the participating domestic or foreign Carrier(s) shall be responsible therefor, and any liability of such participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier's Bill(s) of Lading, whether issued or not, tariff(s) and law compulsorily applicable in the circumstances.

(c) Notwithstanding subdivision (a) and (b) hereof, it is contemplated that the Goods or packages will from time to time be carried in through transportation that will include inland transportation within the United States by Railroad, Truck and sea carriage by one or more of the other Carriers above defined. (When used on or endorsed on this Bill of lading the words "on board" shall mean and include on board the original carrying Vessel when the Goods or packages are being transported from a foreign port or place to the continental United States, but when the Goods or packages are being transported from the continental United States to a foreign port or place "on board" shall mean and include on board a rail car operated by the originating carrier and enroute by rail to the port of loading for loading on board the Carrier's or participating Carrier's vessel.)

(d) If loss or damage occurs after receipt of the Goods or packages hereunder, and it cannot be determined from the records of the ocean Carrier or participating domestic or foreign Carrier(s) whether such damage or loss occurred during ocean domestic or foreign carriage, it shall be conclusively presumed that the loss or damage occurred on board the vessel and while the Goods or packages were in the custody of the ocean Carrier.

(e) At all times when the Goods or packages are in the custody of the above mentioned participating domestic or foreign Carriers, such Carriers shall be entitled to all the rights, defenses, exceptions from or limitations of liability and immunities of whatsoever nature referred to or incorporated herein applicable or granted to the Carrier as herein defined, to the full extent permitted to such domestic and foreign Carriers under this Bill(s) of Lading, tariffs incorporated herein and any other laws applicable or relating thereto, provided however, that nothing contained in this Bill of Lading shall be deemed a surrender by these domestic or foreign Carriers of any of their rights and immunities or an increase of any of their limitations of and exoneration from liability under their said Bill(s) of Lading, tariffs or laws applicable or relating to said carriage.

(f) In making any arrangement for transportation by participating domestic or foreign Carriers of the Goods or packages carried hereunder, either before or after ocean carriage, it is understood and agreed that the ocean Carrier acts solely as agent of the Merchant, without any other responsibility whatsoever, and it assumes no responsibility as Carrier for such domestic or foreign transportation.

(g) Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier and suit commenced as provided for in Clauses 27 and 28 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s) where applicable, shall be filed with

the participating domestic or foreign Carrier(s) and suit commenced as provided for in the terms, conditions and provisions of said Carrier(s) Bill(s) of Lading or by law applicable hereto. It is understood by the Merchant that such terms conditions and provisions as they pertain to notice of and claim for, loss or damage and commencement of suit, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 27 and 28 hereof.

#### **Tariff**

5. The goods carried hereunder are subject to all the terms and provisions of Carrier's applicable Tariff or Tariffs on file with the federal Maritime Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the said Tariff or Tariffs are hereby incorporated herein as part of the Terms and Condition of this Bill of Lading. Copies of the relevant provisions of the applicable Tariff or Tariffs are obtainable from the Carrier, Federal Maritime Commission or other regulatory body upon request. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

#### **Merchant Warranty**

6. The merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

#### **Subcontracting**

7. The carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relations to the Goods. As to through transportation, the Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to contact any mode of land, sea or air transportation and to arrange participation by other Carriers to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water carrier, each such stage shall be controlled according to any law compulsorily applicable to such stage and according to the contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herein.

#### **Right of Inspection**

8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents. If it thereupon appears that the contents of any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue the carriage or to store the same ashore, afloat, under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

#### **Containers**

9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act. 1936 and similar legislation.

#### **Deck Cargo**

10. Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals) and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matter mentioned in Section 4, Sub Section 2(a) to (p), inclusive, of the United States Carriage of Goods by Seas Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in

the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods.

### **Special Containers**

11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail an increased freight rate or change. Shippers shall advise Carrier of desired temperature range when delivering Goods to Carrier, and Carrier shall exercise due diligence to maintain the temperature within a reasonable range while the containers are in its custody or control. The Carrier does not however accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.

### **Scope of Voyage**

12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised geographical or usual route or order, even though in proceeding thereto, the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto or return to the original port, or depart from the direct or customary route and includes all canals, straits, and other waters. The vessel may call at any port for the purposes of the current, prior or subsequent voyages. The vessel may omit calling at any port whether scheduled or not and may call at the same port more than once, may discharge the goods during the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock with or without cargo on board, stop for repairs, shift berths, make trial trips or test, take fuel or stores, remain in port, be on bottom, aground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and sail armed or unarmed, and with or without convoy.

The Carrier's sailing schedules are subject to change without notice both as to the sailing date and date of arrival. If this is a Through Bill of Lading, no Carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise. No carrier shall be liable for delay.

### **Voyage Frustration**

13. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commercial) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of 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 and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

### **Safe Berth**

14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier the vessel can get to be at, and leave said dock or place always safely afloat and only if such dock or place is available for immediate receipt of the Goods and that otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall cease.

### **Loading/Discharge**

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier without giving notice either on arrival or discharge, may immediately upon arrival of the vessel at the designated destination, discharge the goods continuously, Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.

The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the good are upon the wharf, craft or other loading or discharging place.

Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for. If the Goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the Goods may, at Carrier's option and subject to the Carrier's lien be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of Customs or other Authorities, or into that of any municipal or government concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading.

### **Lightering**

16. At ports or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft where it has been so agreed, or where wharves are not available which the ship can get to, be at, or leave always safely afloat, or where conditions prevailing at the time tender discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the ship the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters, or other craft, at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the goods shall thereupon terminate.

### **Government Order**

17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with this transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations, Discharge or delivery of the Goods in accordance with the said order, directions or recommendations shall be deemed a fulfillment of the contract. Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

### **Right to Offload**

18. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk if capture, seizure, detention, damage, delay or disadvantage or loss to the Carrier of any part of the Goods to make it unsafe, imprudent or unlawful for any reason to receive, keep, load, or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge or delivery, or to give rise to delay, or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep, load or carry the Goods or may devan the container(s) contents or any part thereof and may require

the Merchant to take delivery of the Goods at the place of receipt or any other point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment may discharge the Goods and/or devan the contents of any container(s) at another port, lighter craft, other place or may forward or transship them as provided in this Bill of Lading, or the Carrier or the Master may retain the Goods, vanned or unvanned, on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the Goods are discharged from the ship as herein provided, such shall be at the risk and expense of the Goods. Such discharging shall constitute compete delivery and performance under this contract and the Carrier shall be free from any further responsibility, unless it be shown that any loss or damage to the Goods arose from Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the Merchant. For any service rendered to the Goods as herein above provided or for any delay or expense to the vessel caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation, and shall have a lien on the goods for such charges. Notice of disposition of the Goods shall be mailed to shipper or consignee named in this Bill of Lading. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this type or, at Carrier's option, on a vessel of another type or by other mode of transportation.

#### **Marks and Merchant Warranties**

19. When containers, vans, trailers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count." Carrier has no reasonable means of checking the quantity, weight, condition or existence of the contents thereof, does not represent the quantity, weight, condition or existence of such contents, as furnished by the shipper and inserted in this Bill of Lading to be accurate, and shall not be liable for non-receipt or misdescription of such contents. Carrier shall have no liability for the securing and/or stowage of contents of such cargo units or for loss or damage caused thereby or resulting therefrom, or for the physical suitability or structural adequacy of such cargo units properly to contain their contents.

The Merchant represents, guarantees and warrants that the goods are properly described, marked, packed and suitable for transport; that they are shipped in compliance with all applicable laws and statutes; that they are not hazardous in any way to other cargo, persons or conveyances; and the Merchant agrees to indemnify defend and hold harmless carrier for any and all damage, loss, expense, fine, penalty, personal injury or death resulting from a breach of said representations, guarantees and warranties, even without fault of the Merchant.

Merchant shall be responsible for any loss, damages, expense or delay to a container or cargo unit supplied by carrier and carrier shall have a lien on goods for same.

#### **Liens**

20. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repackaging, coopering, baling, reconditioning of the Goods and gathering of loose contents of packages, also for expenses for repairing containers damaged while in the possession of the Merchant for demurrage on containers and any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel, or conveyance in connection with the Goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of containers,

packages or description of the contents, failure of the Merchant to procure consular Board of Health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant. The Carriers lien shall survive delivery and may be enforced by private or public sale and without notice.

### **Freight**

21. Freight shall be payable, at Carriers option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein. Full freight shall be paid on damaged and unsound goods. Full freight hereunder to place of delivery named herein and advanced charges (including on-Carrier's) shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination, and the Carrier shall be entitled to all freight and charges, extra compensation, demurrage, detention, General Average, claims and any other payments made and liability incurred with respect to the Goods, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever vessel, conveyance and/or cargo lost, damaged or otherwise, or the combined transport changed, frustrated or abandoned. In case of forced abandonment or interruption of the combined transport for any cause, any forwarding of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, without any offer, counterclaim or deduction in the currency of the place of receipt, or, at Carrier's option, in the currency of the place of delivery at the demand rate of New York exchanges as quoted on day of arrival of the Goods at the place of delivery.

The Merchant shall be jointly and severally liable to the carrier for the payment of all freight charges and the amount due to the Carrier, and for any failure of either or both to perform his or their obligations under the provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold it harmless from, all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation to pay any part of the freight to the Carrier shall be considered default by the Merchant in the payment of the freight.

The carrier shall have a lien on the Goods, and freight money and any documents relating thereof, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by public or private sale and without notice. The shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carrier for the payment of all freight charges and damages as aforesaid and for the performance of the obligations of each of them hereunder.

### **Damages**

22. Carrier shall not be liable for any consequential or special damages, loss of profits or damages due to delay and shall have the option of replacing lost Goods or repairing damaged Goods

### **Fire**

23. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such a fire shall be caused by its design or neglect, or by its actual fault or

privity. In any case where this exemption is not permitted by law, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

#### **Both to Blame Collision**

24. If the vessel comes into collision with another vessel as a result of the default or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants 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 owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or objects other than, or in addition to the colliding vessels or objects are at the fault in respect of a collision, contact stranding or other accident.

The provision is to remain in effect in other jurisdictions even if unenforceable in the courts of the United States of America.

#### **General Average**

25. General average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XXII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier on his agents may deem sufficient as additional security for the contribution of the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything hereinbefore contained, such deposit shall at the option of the Carrier be payable in United States currency, and be remitted to the adjuster pending settlement of the General Average and refunds of credit balances, if any, shall be paid in United States currency, and be remitted to the adjuster pending settlement of the General Average and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the 1974 Antwerp rules, it is agreed that if the Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purposes of effecting repairs to the vessel.

In the event of accident, danger or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and severally, 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 incurred and shall pay salvage and special charges incurred in salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers. Cargo's contribution in General Average shall be paid to the ship-owner even when such average is the result



of fault, neglect or error of the Master, pilot, officers and crew. The merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply.

### **Limitations**

26. In case of any loss or damage to or in connection with Goods, the Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit pro rata in case of partial loss or damage, unless the nature of the Goods and a valuation higher than \$500 per package or per shipping unit shall have been declared by the shipper before shipment inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the Goods and a valuation higher than \$500 per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such value.

Where containers, vans, trailers, transportable tanks, flats, palletized units and other such packages are not packed by the Carrier, each individual such container, van, trailer, transportable tank, palletized unit and other such package including in each instance its content, shall be deemed a single package and Carrier's liability limited to \$500 with respect to each such package.

### **Notice of Loss**

27. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages described in this Bill of Lading.

### **Time Bar**

28. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or package or the date when the Goods or package should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear.

### **Gold, Silver, etc.**

29. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefore has been made in advance, and will not, in any case, be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the Carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefore is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such delivery on board the Carrier's responsibility shall cease. If delivery is not so taken promptly after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.

### **Rust**

30. It is agreed that superficial rust, oxidation or any like condition due to moisture or condensation, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgment of receipt

of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.

**Forum**

31. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be separable, and if any part of term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.