

## TERMS AND CONDITIONS OF CONTRACT

### 1- DEFINITIONS

- 'Freight Forwarder' means Port to Port or Combined Transport Operator or, Multimodal Transport Operator, contracting party of the Carrier who the issuer of this bill of lading.
- 'Carrier' means the contracting carrier with whom Freight Forwarder stipulates a contract of carriage and all carriers that carry or undertake the goods hereunder or perform any other service incidental to such carriage.
- 'Merchant' means the Shipper, the Consignor, the Consignee, the Receiver and the Owner of the Goods and the holder of this bill of lading or person entitled to the possession of the Goods and the servants or agents of any of above parties
- 'Consignee' means the person entitled to receive the goods from the Freight Forwarder.
- 'Goods' means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.
- '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 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying said Rules as amended by said Protocol).
- 'COGSA' Means the U.S.Carriage of Goods by Sea Act.1936

### 2- RESPONSIBILITY

2.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery. However when and if his responsibility is involved, all the provisions herein regulating and limiting the carrier's liability shall apply to the benefit of the Freight Forwarder.

2.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to to such loss,damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest intimely delivery which has been accepted by the Freight Forwarder and stated in this bill of lading

2.3. Arrival and/or delivery times are not guaranteed by the Freight Forwarder.

2.4. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however,that the claimant shall be entitled to prove that the loss or damage was not, in fact,caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the goods;
- e) strike, lockout, stoppage or restraint of labour.

2.5. Defences for carriage by sea or inland waterways;

Notwithstanding Clauses 2.2 and 2.3, the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- a) act, neglect or default of the master, mariner, pilot or the servants of the carrier inthe navigation or in the management of the ship,
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship,the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

### 3-LIMITATION OF RESPONSIBILITY

3.1- Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this bill of lading, they should have been so delivered.

3.2-The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

3.3- Subject to the provisions of subclauses 3.4. to 3.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the bill of lading by him, then such declared value shall be the limit.

3.4-Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the bill of lading as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

3.5-Notwithstanding the above mentioned provisions, if the combined transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

3.6-a) When the loss of or damage to the goods occurred during one particular stage of the combined transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this bill of lading, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 100 per package or, in the case of goods not shipped in packages, per customary freight unit, 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 than by national law, in determining the liability of the Carrier the liability shall in no event exceed US\$100 per package or unit.

3.7-If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the combined, multimodal contract for the combined and/or multimodal transport under this bill of lading.

3.8-The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

3.9-These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this bill of lading, whether the claim be founded in contract or in tort.

### 4-DESCRIPTION OF GOODS AND PACKAGE

4.1-This bill of lading shall be prima facie evidence of the receipt by the Freight Forwarder from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of containers, packages or other units or weight of the Goods specified on the face hereof.

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

4.3-If any particulars of any letter of credit and or import licence and or sale 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 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 affects the Freight Forwarder's liability under this bill of lading. The

Merchant further agrees to indemnify the Freight Forwarder against all consequences of including such particulars in this bill of lading.

4.4-The Merchant acknowledges that except when the provisions of Clause 5 (ADD VALOREM) apply, the value of the Goods is unknown to the Freight Forwarder.

4.5-The Freight Forwarder shall not be responsible for the safe and proper packing and stowing of goods in containers if such containers are not stowed or packed by the Freight Forwarder. Containers packed with goods by the Merchant shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The Merchant shall carefully inspect containers for soundness and suitability before packing them with goods and such packing of the containers shall be prima facie evidence that the containers were sound and suitable for use. The Freight Forwarder will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. The Merchant by accepting this Bill of Lading confirms that he is fully acquainted with the containers and the operation and use thereof and that the containers are completely suitable for his purposes. The Merchant further guarantees that he has secured and stuffed the goods in a safe and adequate manner having regard to the requirements of and for the containers. The Merchant assumes all and any responsibility for damage to the goods, the containers, any other goods or containers carried by the vessel and the vessel in which the containers shall be carried, if such damage or any personal injury is caused by improper stowage in and stuffing of the containers. Without prejudice to any of Freight Forwarder's rights and/or defences and/or exceptions from liability herein, in no event will Freight Forwarder be responsible for any shortage and/or damage to the containerized goods stuffed by the Merchant. The Merchant further warrants that whilst stuffing the containers he had complied with all the regulations, requirements and conventions of the Customs and other Authorities under whose control the containers will be from the time of their stuffing until the time they are delivered at their final destination(s). The Merchant agrees to be liable and shall indemnify the freight forwarder for any injury, loss or damage, including fines, and any kind of damage or expenses caused to the freight forwarder or any third party from the Merchant's failure to execute or fulfill any of his obligations under this Clause.

#### 5-ADD VALOREM

The Merchant agrees and acknowledges that the Freight Forwarder 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.

#### 6-ON DECK CARGO CARRIAGE

The Freight Forwarder or his subcontractors are entitled to stow the goods in containers, and to carry any containers on deck and if they are so carried, the Hague Rules or U.S. COGSA as incorporated herein shall be applicable notwithstanding carriage on deck, and all goods and/or containers shall contribute to General Average whether carried on or under deck. If the Bill of Lading is stamped "ON DECK", carriage on deck shall be solely at Merchant's risk.

#### 7-DANGEROUS GOODS

7.1-When the Merchant delivers goods of a dangerous or hazardous nature to the Freight Forwarder, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken. Such goods shall be distinctly marked on the outside so as to indicate the nature thereof and so as to comply with any requirements of any applicable regulations, including regulations contained in any relevant applicable international treaty or convention

7.2-If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

7.3-If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability arising therefrom and the Merchant shall indemnify him against all loss, damage, liability and expense.

## 8-CLAUSE PARAMOUNT

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Water Carriage of Goods Act of Canada ("COGWA"). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel, whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

## 9-METHOD AND ROUTE OF TRANSPORTATION

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

## 10-DELIVERY

10.1- Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this bill of lading, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

10.2- The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

10.3- If at any time the carriage under this bill of lading is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this bill of lading and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease. In any event, the Freight Forwarder shall be entitled to full freight under this bill of lading and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

## 11-FREIGHT AND CHARGES

11.1-Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

11.2- Freight and all other amounts mentioned in this bill of lading are to be paid in the currency named in this bill of lading or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this bill of lading.

11.3-All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder

11.4-The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

11.5-The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his

inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this bill of lading as freight payable.

11.6-Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

#### 12-LIEN

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

#### 13-GENERAL AVERAGE

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

#### 14-NOTICE

14.1-Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 11, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this bill of lading.

14.2- Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 10.

#### 15-TIME BAR

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 6 months after the delivery of the goods, or the date when the goods should have been delivered.

#### 16-PARTIAL INVALIDITY

If any clause or a part thereof is held to be invalid, the validity of this bill of lading and the remaining clauses or a part thereof shall not be affected.

#### 17-JURISDICTION

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this bill of lading and shall be decided according to the law of the country in which that place of business is situated.