

Bill of Lading

Terms and conditions for transport

1. Definitions

"Carriage" means the whole (or any part) of the operations and services undertaken or performed by (or on behalf of) the Carrier in respect of the Goods

"Carrier" means Viasea Shipping AS

"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.

"Combined Transport" arises when a Place of Receipt and/or Place of Delivery is/are completed on the face hereof.

"Goods" means the cargo accepted from the shipper and includes any Units 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 without the amendments by the Protocol signed at Brussels on 23rd February, 1968.

"Hague Visby 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 as amended by the Protocol signed at Brussels on 23rd February, 1968 and by the SDR Protocol (1979).

"Holder" means any person, which term shall, herein, include an individual and a corporation, for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the transfer or the endorsement of this Bill of Lading or otherwise.

"Merchant" includes, jointly and severally, the shipper, the receiver, the consignee, the Holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting, whether as servant or agent or otherwise, of any such person.

"Port to Port Shipment" equipment shipped only from one port to another port

"SDR" Special Drawing Rights as defined by the International Monetary Fund and applied by the SDR Protocol signed at Brussels on 21st December 1979 to amend the Hague Rules.

"Unit" includes any unit, container, trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate Goods.

"Vessel" includes any substituted vessel and any vessel to which transshipment may be made in the performance of this contract.

2. Carrier's Tariff

The Carrier has set up applicable tariffs, which are considered incorporated herein. Copies of the relevant provisions of the applicable tariffs are obtainable from the Carrier upon request.

3. Warranties

(i) The Merchant represents, warrants and agrees that:

(a) He is or has the authority of the person owning or entitled to the possession of the Goods and the Bill of Lading; and

(b) Any Goods placed by the Merchant in Units are compatible and suitable for transportation in Units;

(c) The Goods and any Unit loaded by the Merchant are packed and secured in such a manner as to be handled in the ordinary course of the transportation without damage to the Goods, Vessel, Units or other property or persons;

(d) The Merchant further warrants that the Unit if not supplied by or on behalf of the Carrier meets all applicable national or international safety standards and is fit in all respects for Carriage by the Carrier.

(ii) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the shipper are correct and complete in all material respects and no representation of any nature as to such particulars, in favor of any person, is made, either directly, or by implication by the Carrier.

4. Sub-contracting

(i) 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 without limitation, any and all other duties whatsoever undertaken by the Carrier in relation to the Goods.

(ii) The Merchant undertakes that no claim or allegation shall be made against any Person (including all servants, agents or sub-contractors of the Carrier) other than the Carrier, including but not limited to stevedores and terminal operators, which imposes or attempts to impose upon any of them or any Vessel owned by any of them any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made, to defend, the Merchant will indemnify and hold harmless the Carrier against all consequence thereof. Without prejudice to the foregoing, every such Person shall have the benefit of all exceptions, limitations, provisions, conditions and liberties herein benefiting the Carrier as if such provisions were expressly made for their benefit; and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and sub-contractors. The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by such Merchant from any servant, agent or sub-contractor of the Carrier for any loss, damage, delay or otherwise.

(iii) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

(iv) The Merchant further undertakes that no claim or allegation whatsoever in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods, 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 defend, indemnify and hold harmless the Carrier against all consequences thereof.

5. Carrier's Responsibilities

Port to Port Shipments:

If the Carriage is a Port to Port Shipment, the responsibility (if any) of the Carrier for loss of or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the any national law making the Hague-Visby Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules. Notwithstanding the above, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises prior to loading on or subsequent to discharge from the Vessel.

Combined Transport:

If the Carriage is Combined Transport, the Carrier undertakes the performance and/or in its own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage,

(1) If the stage of the Carriage when loss or damage occurred is not known:

(a) Exclusions

The Carrier shall be relieved from liability for any loss or damage if such loss or damage was caused by:

- (i) an act or omission, *wrongful act or neglect*, of the Merchant;
- (ii) the lack of, or defective conditions of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.
- (iii) insufficiency or defective or inadequacy condition of packing or marking or numbers on the Goods, covering, or Unit loads;
- (iv) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
- (v) inherent vice of the Goods;
- (vi) strike, lock-out, stoppage or restraint of labour;
- (vii) a nuclear incident;
- (viii) any cause or event, which the Carrier could not avoid and the consequences of which he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or Events specified in this Clause 5 (1) shall rest upon the Carrier, save that when the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 5 (1) (a) (ii) to (viii) , it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in Clause 6 (iii) total compensation shall in no circumstances whatsoever and howsoever arising exceed SDR 2 per kilo of the gross weight of the Goods lost or damaged.

(2) If the stage of the Carriage when the loss or damage occurred is known: Notwithstanding anything provided for in Clause 5(1), but subject always to Clauses 5 and 19, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law which provisions:-

(i) cannot be departed from by private contract to the detriment of the Merchant; and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; or

(b) if no international convention or national law would apply by virtue of Clause 5(2) (a), by the Hague Rules if the loss or damage is known to have occurred at sea or on inland waters; or (c) by the provisions of Clause 5(1) if the provisions of Clause 5(2) (a) or (b) do not apply.

For the purposes of this clause 5(2), references in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waters and the Hague Rules shall be construed accordingly. If the Hague Rules apply by virtue of Clause 5(2)(b), the Carrier's liability shall be limited as provided in Clause 6(iii).

(3) If the Place of Receipt or Place of Delivery is not named on the face hereof: If the Place of Receipt is not named on the face hereof the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the Vessel. If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to discharge from the Vessel.

6. The Amount of Compensation

(i) Subject to Clauses 5 and 7 and paragraphs (ii), (iii) and (iv) of this Clause, when The Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods, any partial loss or damage to be calculated on a pro rata basis.

(ii) If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(iii) Unless otherwise expressly agreed herein compensation shall not exceed SDR2 per kilo of gross weight of the Goods lost or damaged, unless the value of such Goods has been declared by the shipper before shipment and inserted on the face of this Bill of Lading in the space captioned "Description of Goods" and extra freight is paid on such declared value if required.

(iv) In case value has been declared in accordance with this clause, any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(v) For other damages, losses, injuries or expenses, the Carrier's liability howsoever arising shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage.

7. General

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

(ii) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage or for loss of profits arising from any other cause

(iii) Once the Goods have been received by the Carrier for Carriage the Merchant shall not 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 bill of lading nor to instruct or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of 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 indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

(iv) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Unit to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

8. 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 or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

9. Defense and Limits for the Carrier

The exemptions from liability, defenses, liberties and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for delay, loss of or damage to the Goods howsoever occurring whether the action be founded in contract or in tort and even if the loss, damage, or delay arose as a result of unseaworthiness, negligence or fundamental breach or repudiation of contract. No interest shall be allowed on any claim against the Carrier up to the time of the rendition of judgment.

10. Methods and Routes of Transportation

(1) The Carrier may at any time and without notice to the Merchant;

(i) use any means of transport or storage whatsoever;

(ii) for any purpose whatsoever tranship the Goods or carry same on a substituted vessel or otherwise transfer the Goods from one conveyance to another even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein;

(iii) unpack and remove the Goods which have been packed into a Unit and forward them via Unit or otherwise;

(iv) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or more often;

(v) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(vi) comply with any orders or recommendations given by any government or authority or any Person or body acting purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2) Anything done or not done in accordance with sub-clause (1) or any delay arising there from shall be deemed to be within the contractual Carriage and shall not be a deviation.

11. Government directions, War, Epidemics, Ice, Strikes, etc.

(i) The Carrier, its employees or its Sub-contractors shall have liberty to comply with any orders, directions or recommendations as to loading, departure, routes, stoppages, destination, arrival, discharge, delivery or in any other ways whatsoever given by any government or any person or body acting or purporting to act with the authority of such government or by any committee or person having the right to give any orders, directions or recommendations.

(ii) If on account of any hindrance, risk, delay, difficulty, or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, delay, difficulty or disadvantage existed at the time the contract was entered into or the Goods were received for Carriage) and including, but without limitation, actual or threatening war, warlike operations, hostilities, acts of terrorists, piracy, riots, civil unrest, seizure or blockades epidemic, quarantine, ice, strike, lockout, labor troubles, interdict, congestion or difficulties in loading or discharge, the Carrier or Sub-contractor at any time is in doubt as to whether the Means of Transport can, safely and without delay, leave the place of loading or reach or enter the place of discharge, the Goods may be discharged at any place considered safe and convenient by the Carrier or Sub-contractor.

(iii) In the cases referred to in all the preceding paragraphs under this clause, the Carrier may at any time postpone, suspend or cancel the contract even before the Goods have been received and/or loaded. The discharge of any Goods under the provisions of this clause and/or the conclusion of the venture consequent upon compliance with any orders or directions referred to above, whether the Goods are discharged or not, shall be deemed a fulfilment of the contract.

(iv) The Merchant shall be liable for all additional freight and demurrage and all charges and expenses incurred by the Carrier acting as above.

(v) The Merchant shall be informed, if possible, but without liability on the part of the Carrier regarding cases referred to in this clause.

(vi) In case of fire the Carrier shall not 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 Vessel by reason or by means of any fire whatsoever unless such fire shall be caused by its actual fault or privity.

12. Merchant's Compliance with Local Laws

The Merchant shall be liable for and shall defend, indemnify, and hold harmless the Carrier and the Vessel against any payment, expenses, fines, dues, duty, tax, impost, loss, damage or detention,

sustained or incurred by or levied upon the Carrier or the Vessel in connection with the Goods for any cause whatsoever, including their nature, quality or condition (whether known to the Carrier or Master or not), 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 packages or description of the contents, failure of the Merchant to procure consular, safety or health authority, customs, 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. If for any reason whatsoever the Goods are refused importation the Merchant shall be liable for and shall pay return freight and charges thereon.

13. Temperature controlled cargo

(i) The Merchant undertakes not to tender for transportation any Goods which require temperature controlled without previously giving written notice of their nature and particular temperature range to be maintained and in case of a temperature Unit packed by or on behalf of the Merchant, further warrants and undertakes that the Goods have been properly, and at such correct temperature, and ventilation, if required, stowed in the Unit and that its thermostatic controls and air vents have at all material times been appropriately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods, howsoever arising.

(ii) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown or stoppage of the temperature control machinery, plant, insulation and/or any apparatus of the Unit, Vessel, conveyance and any other facilities whatsoever, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerating controls at the temperature range, if any, noted on this Bill of Lading.

(iii) In the event that the Carrier, its employee or Sub-contractor fails to observe the Merchant's temperature instructions, the Carrier will not be liable unless the Merchant proves that the failure to comply with the temperature instructions caused a physical and material change to the Goods and that there is a causal connection between the damage or loss and (a) the failure to observe the temperature instructions and (b) the change to the Goods.

14. Units

(i) Goods may be stowed, packed, stuffed or loaded by the Carrier or its Agents or servants, without any limitation and without any notice to the Merchant, in Units. The Units may, without any limitation and without any notice to the Merchant be carried on or under deck whether stowed as aforesaid or received in a stowed, packed, stuffed or loaded condition from the Merchant unless the Merchant has in writing asked for Carriage under deck.

(ii) If a Unit has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by;-

(a) the manner in which the Unit has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for Carriage in Units; or

(c) the unsuitability or defective condition of the Unit arising without any want of due diligence on the part of the Carrier to make the Unit reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Unit which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Unit was filled, packed, stuffed or loaded; or

(e) packing refrigerated Goods that are not at the correct temperature for Carriage hereunder.

(iii) The Carrier shall be entitled, but under no obligation, to open any Unit at anytime and to inspect the contents. If it thereupon appears that the contents or 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 Unit or its contents or any part thereof, the Carrier may abandon transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or 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.

(iv) Where the Goods in respect of which Bills of Lading have been issued form part of an LCL shipment which has been consolidated into a Unit on behalf of either the Merchant or the Carrier, the Carrier shall have liberty to unstuff such Unit in order to affect delivery of the said Goods.

(v) Goods that have been stowed, packed, stuffed or loaded by the Merchant in Units, are considered to be received by the Carrier in fully packed condition for Carriage.

(vi) If a Merchant-packed Unit is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods.

(vii) The shipper shall inspect Units before packing them and use of Units shall be prima facie evidence of their being sound and suitable for use.

(viii) Where a Unit owned or leased by the Carrier is unpacked at the Merchant's premises the Merchant is responsible for returning the Unit with interior brushed and cleaned to the place of discharge or to the point designated by the Carrier, its servants or agents, forthwith or within the prescribed time. The Merchant shall be liable for hire, cleaning costs, demurrage, loss and expenses which may result from any failure or delay in return of the Unit.

15. Freight

(i) Freight shall be payable on actual gross intake weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant herein. The Carrier may at any time open any Unit or other package and inspect, weigh, measure and value the Goods. In case Merchant's particulars are found to be incorrect and additional freight is payable, the Goods shall be liable for any expense incurred in examining, weighing, measuring and valuing the Goods. Full freight shall be paid on damaged or unsound Goods. Full freight hereunder shall be considered completely earned on receipt of the Goods by the Carrier, and the Carrier shall be entitled to all freight and Charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the Vessel and/or Goods lost or not lost.

(ii) All unpaid Charges shall be paid in full and without any offset, counterclaim or deduction. Any error in freight or other Charges or in the classification of Goods is subject to correction, and if on correction the freight or Charges are higher the Carrier may collect the additional amount from the Merchant.

(iii) The Merchant shall be liable for all expenses of sorting, mending, cooperage, baling or reconditioning of Goods and/or packages containing the Goods and gathering of loose cargo and/or contents of packages resulting from insufficiency of packing or from excepted perils.

(iv) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any damages sustained by the Carrier through such taking away.

(v) The consignee and/or owner of the Goods shall bear and pay all tonnage dues, shed dues, harbour dues, Customs dues and charges, wharfage charges and other dues and charges payable in respect of the Goods after leaving ship's tackle.

(vi) The Merchant shall defend, indemnify and hold harmless the Carrier against all and any cost incurred by the Carrier in exercising its rights under this clause.

16. LIEN

The Carrier shall have a lien on the Goods and any document relating thereto, which shall survive delivery, for all sums earned or due or payable to the Carrier under this and/or any other contract with the Merchant, or on account of the Goods or Carriage, storage or handling of the Goods, including but not limited to, general average contributions, freight, delivery, destination, demurrage, detention, port and/or handling charges, to whomever due and/or for the cost of recovering the same and/or any fines or penalties levied against the Carrier by reason of any acts or omissions for which the Merchant is responsible. Carrier may at its sole discretion exercise its lien at any time and at any place, whether the contractual transportation is completed or not. For the purpose of such lien the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceeds fail to cover the full amount due to the Carrier.

17. Both to Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact

18. General Average

(i) General Average shall be adjusted and payable according to York-Antwerp Rules of 1994 at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier and shall be applied to Units and/or Goods loaded on deck or under deck.

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

(iii) If a salving ship is owned or operated by the Carrier salvage shall be paid for as fully as if such salving ship belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

(iv) The Carrier shall have a lien on the Goods for all General Average contribution (including but not limited to salvage) for which the Merchant is responsible and shall be entitled to a cash deposit or other security therefor in a form acceptable to the Carrier. If the Carrier delivers the Goods without obtaining security for general average contributions or such other expense, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions or expense and to provide such cash deposit or other security for the estimated amount of such contributions or expense as the Carrier shall reasonably require.

19. Optional Stowage, Deck Cargo and Livestock

(i) The Goods may be stowed by the Carrier in Units.

(ii) Goods stowed in Units other than flats or pallets, whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for purposes of the Hague Rules, Hague-Visby Rules or COGSA, as the case may be.

(iii) Units and Goods which are stated on the face hereof to be carried on deck at shipper's, or Merchant's, risk, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

(iv) Live animals and plants are carried at the sole risk of the Merchant. In the case of live animals, the Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any Vessel, craft, conveyance, Unit or other place existing at any time.

20. Dangerous Goods

(i) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active, or damaging nature without previously giving written notice of their nature to the Carrier, marking the Goods and the Unit or other covering on the outside as required by any laws or regulations which may be applicable during the Carriage. Carrier, in its absolute discretion, may reject any Goods so tendered.

(ii) The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.

(iii) The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the warranties in clause 20.ii including any steps taken by the Carrier pursuant to clause 20.i whether or not the Merchant was aware of the nature of such Goods.

(iv) Goods which are or are liable to become dangerous, inflammable, radio-active or damaging may at any time or place, be unloaded, destroyed, disposed or rendered harmless without compensation to the Merchant

21. Notification, Discharge and Delivery:

(i) Any mention herein of parties to be notified on 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 hereunder.

(ii) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's tariff. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in Units and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, including for misdelivery or non-delivery, shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

(iii) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility attaching to it sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant.

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

(v) The Carrier shall be entitled to an indemnity, from the Merchant for all costs whatsoever incurred, including legal costs, for the cleaning and disposal of Goods refused and/or abandoned by the Merchant

(vi) If the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this bill of lading.

(vii) In all circumstances, Carrier shall have no liability whatsoever for the misdelivery of Goods in its actual or constructive possession to persons holding forged or fraudulent documents which reasonably purport to be original Bills of Lading or other original documents entitling them to possession, so long as the Carrier acts innocently and does not intentionally deliver the Goods to persons known by him to have no right to possession under the Bill of Lading.

22. Validity

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

23. Jurisdiction and Law

Lading shall be governed by the law of Norway and any dispute arising hereunder shall be determined by the Norwegian Courts according to local law to the exclusion of the jurisdiction of the courts of any other country.

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