



## **TERMS & CONDITIONS - BILL OF LADING FOR WRL LINES LIMITED**

**All offices operate under their respective local Terms and Conditions, which can be provided to you upon request.**

### **PARTICULARS FURNISHED BY SHIPPER**

**SHIPPED ON BOARD** for transportation as set out herein the containers or other packages listed in the Carrier's Receipt above, said by the Shipper to contain the goods described in the Shipper's particulars above.

The weight, measures, marks, numbers, quantity, condition, contents and value of the goods are unknown to the Carrier. In accepting this Bill of Lading, the Merchant (as defined on the reverse side hereof) accepts and agrees to all its terms on both sides whether written, printed, stamped or otherwise incorporated as fully as if they were all signed by the Merchant.

**CONTAINER AND VEHICLE DEMURRAGE.** Attention is drawn to the Terms and Conditions for the Container and Vehicle Demurrage which apply to this contract and which may be obtained from the Carrier or Line or their Agents. The Carrier has the right to carry containers on deck as per Clause 14. one original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. IN WITNESS whereof the original Bills of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished, the other(s) to be void.

### **LAW AND JURISDICTION**

This Bill of Lading shall be governed by the construed in accordance with English law and any dispute arising out of or in connection with this Bill of Lading shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement. Nothing herein

shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

## 1. DEFINITIONS

**Carriage:** Means the whole of the operation and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

**Carrier:** WRL Lines Limited

**Charges:** Includes freight, demurrage and all expenses and money obligations incurred and pay able by the Merchant.

**COGSA:** Means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

**Container:** Includes any container, flat open top/open sided container, transportable tank or article of transport used to consolidate cargo.

**Goods:** Includes the cargo supplied by the Merchant and includes any container not supplied by or on behalf of the Carrier.

**Hague Rules:** Means the provision of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.

**Hague-Visby Rules:** Means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968.

**Merchant:** Includes the shipper, consignee, receiver of the Goods, the holder of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

**Shipping Unit:** Includes freight unit and the term 'Unit' as used in the Hague Rules and Hague-Visby Rules.

## 2. PARAMOUNT

**A)** Subject to Clause 12 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA if this Bill of Lading is subject to US law) shall apply to the carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6 (2) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

**B)** The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of Sections 4281 to 4287 inclusive of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the

generality of the foregoing also any law, statute or regulation available to the owner of the vessel(s) on which the Goods are carried.

### **3. WARRANTY**

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.

### **4. NEGOTIABILITY AND TITLE TO THE GOODS**

(1) This Bill of Lading shall be non-negotiable unless made out 'to order' in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described. The Carrier's liability for misdelivery shall be excluded in accordance with clause 15(2).

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

### **5. SUB-CONTRACTING AND INDEMNITY**

(1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in Tort.

### **6. CARRIER'S RESPONSIBILITY**

#### **(1) PORT TO PORT SHIPMENT**

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without

responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

## **(2) COMBINED TRANSPORT**

Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:

**(A)** Where the stage of Carriage where the loss or damage occurred cannot be proved:

**(I)** The Carrier shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under 2 (A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA if this Bill of Lading is subject to U.S. law).

**(II)** Where under (I) above the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

**(III)** Subject to 7 (D) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA) is not compulsorily applicable, the Carrier's liability shall not exceed US\$500 per package or shipping unit or US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

**(IV)** The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such a place and time.

**(B)** Where the stage of Carriage where the loss or damage occurred can be proved:

**(I)** The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:

**(a)** cannot be departed from by private contract to the detriment of the Merchant, and  
**(b)** would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

**(II)** With respect to the transportation in the United States of America to the port of loading or from the port of discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contract of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers' obligations under their contracts and tariffs.

**(III)** Where neither (I) or (II) above apply, any liability of the Carrier shall be determined by 6(2)(A) above.

## **7. SUNDRY LIABILITY PROVISIONS**

**(A)** The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

**(B)** The Carrier shall in no circumstances whatsoever be liable for indirect or consequential losses howsoever arising.

**(C)** Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (D) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500. If no limitation amount is applicable under such Rules or legislation the limitation shall be US\$500.

**(D)** The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided 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 on 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.

**(E)** Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

**(F)** It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

**(G)** The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

**(H)** The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

## **8. MERCHANT'S RESPONSIBILITY**

**(1)** The description and particulars of the Goods set out on the face hereof are

furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, conditions, marks, numbers and value are correct.

**(2)** The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

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

**(4)** If any particulars of any Letter of Credit and/or Import License 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 acknowledges that except when the provisions of Clause 7(D) apply, the value of the Goods is unknown to the Carrier, and that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

**(5)** No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

**(6)** The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

**(7)** The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

## **9. CONTAINERS**

**(1)** Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

**(2)** 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 Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

**(3)** If a Container has been stuffed by or on behalf of the Merchant,

**(A)** the Carrier shall not be liable for loss of or damage to the Goods

- (I) caused by the manner in which the Container has been stuffed;
- (II) caused by the unsuitability of the Goods for Carriage in Containers.
- (III) caused by the unsuitability or defective condition of the Container

provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (III) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.

(IV) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. By accepting the container and loading the goods on board of such container the Merchant shall be deemed to have accepted the container as suitable for the subject carriage.

## **10. RO RO CARGO**

Units accepted for shipment must be:

**a)** Self-propelled and self-driveable. This means they are able to move independently and as a self-contained unit. This includes both up and down the vessel's ramp and within the vessel including up and down internal ramps if required. They must also be able to move both forward and backwards allowing stowage on the vessel. Units moving at less than 1 mph are not considered to be acceptable.

**b)** In good working order. For the entire duration of a shipment, until received by the shipper (including transshipments), Units must:

- Be free of oil and fluid leaks including engine oil, hydraulic oil, brake fluids etc.
- Be capable of starting without outside assistance.
- Have working and adequate brakes.
- Have operational steering.

In the event of a unit not meeting these conditions Carrier reserve the right to refuse shipment of the unit. Carrier or its staff or its representative has the final decision if a unit can be shipped. In the event a unit fails to meet the above conditions during transshipment or during discharge, The Carrier reserves the right to order third party assistance in fixing the unit at the shipper's cost. If a nonworking unit cannot be made workable during the normal discharge period of the vessel, the Carrier reserves the right to sail with the unit still on board. In such a scenario the shipper is responsible to ensure the unit can be made workable and safe to discharge at the next port of discharge. Furthermore the shipper is responsible for all costs involved with fixing the unit, extra discharge costs and transport back to the original port of discharge. If any unit is seen or suspected as a fire risk either prior to during loading the Carrier has the right to discharge the unit immediately (at POL) and refuse shipment. All costs subsequently incurred will be for the account of the shipper. The vehicles must be free of any personal effects, spare parts, used tyres or other undeclared items within them. Vehicles may be rejected if such items are present. No towed items are acceptable unless previously agreed. This includes trailers, boats, etc. Fuel tank's should be 25% full. Vehicles running out of fuel are no longer self-propelled and will be rejected for shipment, or if already loaded then the shipper becomes liable for all

costs incurred to discharge the unit. Full fuel tanks are a fire hazard and may be rejected for shipment. The Carrier is not responsible for any dents, indentations, scratches, breakages or discolorations (as these are common to used cars). Neither shall the Carrier be liable for missing accessories, (removable) parts or loose items, including personal effects of any kind said to be stowed in or on the vehicles.

#### **11. INSPECTION OF GOODS**

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

#### **12. MATTERS AFFECTING PERFORMANCE**

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage. In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

#### **13. METHODS AND ROUTE OF TRANSPORTATION**

(1) The Carrier may at any time and without notice to the Merchant: use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous, or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed. (2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be

deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

#### **14. DECK CARGO**

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of such livestock.

#### **15. DELIVERY OF GOODS**

(1) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

(2) The Carrier shall have no liability whatsoever for any misdelivery of the Goods by the Carrier, or by the Carrier's agent or sub-contractors (notwithstanding that the Carrier or the Carrier's agents or sub-contractors may be negligent in such misdelivery), where the misdelivery is occasioned or contributed to in whole or in part by the fraud, dishonestly or negligence of others. For the purposes of this sub-clause misdelivery includes (but is not limited to) delivery of the Goods without presentation of an original bill of lading; delivery of the Goods to persons not entitled to the Goods; delivery of the Goods against the presentation of a forged bill of lading; and non-delivery of the Goods.

(3) If the Goods remain unclaimed within 30 days after discharge from the Vessel, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, they may, at the Carrier's discretion and subject to the Carrier's lien, be sold, abandoned or dealt with otherwise, solely at the risk and expense of the Merchant. The Carrier shall not be required to give any notice of disposition of the Goods under this Clause.

#### **16. BOTH-TO-BLAME COLLISION**

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to

(and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

#### **17. GENERAL AVERAGE**

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 2004 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

#### **18. CHARGES**

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

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. All unit dimensions are taken on full dimensions i.e. the longest/widest/highest part of the unit (including trailers), unless specifically agreed otherwise. All dimensions are subject to confirmation by NMT LINES staff or our representatives. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

#### **19. LIEN**

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

#### **20. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

#### **21. PARTIAL INVALIDITY**

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining

provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.