CONDITIONS OF CARRIAGE

Registered Address: 91, BENCOOLEN STREET, 10-02, SUNSHINE PLAZA, SINGAPORE -189652

Carrier: VASI Shipping Pvt. Ltd.

1. Definitions

“Bill of Lading” means the present document whether called Bill of Lading or Waybill.
“Carriage” means the whole or any part of the carriage, loading, unloading, handling and all other services whatsoever undertaken by the Carrier in relation to the Goods.
“Carrier” means the Party on whose behalf this Bill of Lading is issued.
“Container” includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.
“Freight” includes all charges payable to the Carrier in accordance with the applicable Tariff under this bill of lading.
“Goods” means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.
“The 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.
“The Hague-Visby Rules” means the provisions of The Hague Rules 1924 as amended by the Protocol adopted at Brussels on 23rd February 1968, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein, it is expressly agreed that nothing herein shall contractually apply The Hague Rules to this Bill of Lading and they shall apply only when compulsorily applicable by the law governing this Bill of Lading.
“Holder” means any Person for the time being in possession of this Bill of Lading or to whom rights of suit and/or liability under this Bill of Lading have been transferred or vested.
“Indemnify” includes defend, indemnify and hold harmless.
“Inland Carrier” means carriage during multimodal transport other than Ocean Transport.
“ISPS Code” means The International Ship and Port Facility Security Code as described in Chapter XI-2 of the Safety of Life at Sea (SOLAS) Convention together with its latest amendments.
“Merchant” includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of such Person.
“Multimodal Transport” arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.
“Port to Port Transport or Ocean Transport” arises if the Carriage is not Multimodal Transport.
“Person” includes an individual, corporation, or other legal entity.
“Place of receipt” means the place at which the carrier has contracted to receive the Goods, when such place is other than the Port of Loading.
“Place of delivery” means the place at which the carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.
“Special Drawing Right (SDR)” means the unit of account as defined and maintained by the International Monetary Fund.
“Subcontractor” includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect subcontractors, servants and agents thereof whether in direct contractual privity or not.
“Terms and Conditions” means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.
“Underlying Carrier” includes any water, rail, motor, air or other Carrier utilised by the Carrier for any transportation covered by this Bill of lading.
“COGSA” means the United States Carriage of Goods by Sea Act, 46 U.S.C. App. § 1300 et seq. as enacted 1936 and any subsequent recodification thereto.
“Vessel” includes the intended ship, craft, lighter, barge, feeder or oceangoing vessel named on the back hereof and any ship, craft, lighter, barge, feeder or other ocean vessel which is or shall be substituted, in whole or in part, utilized by the Carrier for the carriage of goods by sea

2. Carrier's Tariff

The terms and conditions of the Carrier’s applicable Tariff are incorporated herein. The Merchant’s attention is drawn to the terms therein relating to storage expenses, free storage time, container and/or vehicle demurrage or detention and legal fees etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request and the Merchant is deemed to know and accept such tariff. In the case of inconsistency between this Bill of Lading and the applicable Tariff, the Bill of Lading shall prevail.

3. Contracting Parties and Warranty

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this Bill of Lading. The Bill of Lading shall be sent or released to the Merchant at its sole risk, expense and responsibility and shall be construed remitted to the Merchant upon sending. In accepting this Bill of Lading, the Merchant agrees to be bound by all stipulation, exceptions, Terms and Conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or Freight engagements for and in connection with the Carriage of the Goods are superseded by the Bill of Lading, including any previous engagements between the Merchant and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels. If the Merchant is a Non Vessel Operating Common Carrier (NVOCC), and has issued, or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, transported by this Bill of Lading, said NVOCC hereby warrants and guarantees that all contracts of Carriage issued by him in respect of the Goods under this Bill of Lading shall incorporate the Terms and Conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those Terms and Conditions, the NVOCC shall indemnify the Carrier, its servants, agents and Sub-Contractors against all resulting consequences.

4. Carrier's Responsibility

4.1. Port to Port Transport

(i). Where the Carriage is Port to Port Transport, the Carrier undertakes to perform and/or in their own name to procure performance of the Carriage from the Port of Loading to the Port of Discharge. The liability of the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of Loading and the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in accordance with The Hague or Hague-Visby Rules as a matter of contract save as is otherwise provided in these Terms and Conditions.

(ii). If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in their discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

4.2. Multimodal Transport

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in their 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. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points.

4.3. Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, he shall act as Merchant’s agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect or consequential loss arising out or resulting from such act, operation, or service. If, for any reason whatsoever, the Carrier is denied the right to act as agent as mentioned above, its liability for loss, damage or delays shall be determined in accordance with this Bill of Lading.

5. U S Trade Clause

5.1. Notwithstanding the provisions of Clause 4, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Bill of lading shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of the COGSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier’s custody, including before loading and after discharge as long as the Goods are in the Carrier’s or its Subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under the COGSA. Except for clause 4, every other term, condition, limitation, defence and liberty whatsoever contained in this Bill of Lading shall apply to carriage in the US Trades.

5.2. For limitation purposes under the COGSA, it is agreed that the meaning of the word “package” shall be palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

6. Sub- Contracting

6.1. The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage including liberty to further sub-contract.

6.2. It is hereby expressly agreed that:

(i).No Subcontractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor, agent or servant’s part while acting in the course of or in connection with the Goods or the Carriage of the Goods.

(ii).The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Sub-contractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

(iii).if any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof.

(iv).Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Art III rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction provision contained herein (clause 27) shall also be available and shall extend to every such Sub-contractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

6.3. The provisions of clause 6.2(iii) including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

6.4. The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

7. Compensation and Liability Provisions

7.1. When loss or damage has occurred between the time of loading of the Goods by the Carrier, or any Underlying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules or any national law incorporating or making the Hague Rules, or any amendments thereto, compulsorily applicable to this Bill of Lading. 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 on to or subsequent to the discharge from the Vessel carrying the Goods. Notwithstanding the foregoing, where any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague or Hague-Visby Rules as applied by this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

7.2. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Bill of Lading may be claimed only with the consent of the Carrier in the following circumstances:

(i). for multimodal shipments from the United States of America where inland carriage is undertaken, the Merchant elects to avoid any liability limitation provided herein by prepaying extra freight and opting for full liability under the Carmack Amendment by complying with the terms in Carrier’s Tariff; and

(ii). in all other cases, the Carrier states the value of the Goods as declared by the Shipper in the box marked “Declared Value” on the reverse of this bill of lading. 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.

7.3. Save as is provided in clause 7.2:

(i). If and to the extent The Hague or Hague-Visby Rules are compulsorily applicable to this Bill of Lading, the Carrier’s liability shall in no event whatsoever exceed 2 SDR per kilo of gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 6.3 (ii) applies;

(ii). For shipments to or from the U.S., the liability of the Carrier and/or vessel shall not exceed USD 500 per package or customary freight unit, or any lesser limitation afforded elsewhere under this Bill of Lading.

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

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

7.5. When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all other third parties, including Underlying Carriers and Sub-contractors, because of such loss or damage.

8. General

8.1. The scope of the voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Bill of Lading contract or not and may include transport of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid under the Bill of Lading.

8.2. Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled 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 or 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 howsoever caused to the Carrier, their 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.

8.3. These Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

9. Notice of Loss, Time Bar

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier 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.

10. Application of Terms and Conditions

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

11. Shipper-Packed Containers

If a Container has not been packed with goods by or on behalf of the Carrier:

11.1. The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

11.2. The Merchant is responsible for the packing of the goods and sealing of all shipper packed Containers and, if a shipper packed Container is delivered by the Carrier with any original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

11.3. The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond their control including, inter alia, without prejudice to the generality of this exclusion:
(a) the manner in which the Container has been packed; or
(b) the unsuitability of the Goods for carriage in Containers; or
(c) the unsuitability or defective condition of the Container; or
(d) the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

11.4. The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 11.3, including but not limited to damage to Container, other cargo and the Vessel.

12. Perishable Cargo

12.1. Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless this is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls. 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.

12.2. The Merchant should note that refrigerated Containers are not designed to:
(a) freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor
(b) monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

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

12.4. The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state. The Carrier shall in no event be held liable for damage to Goods due to condensation.

12.5. The Carrier does not warrant the operation or efficiency of the refrigeration or heating machinery. The Carrier will not accept responsibility for the recording of temperatures in any form other than any reefer log book maintained on board the Vessel. The Carrier does not accept to comply with any government program or protocol unless noted on the front hereof and additional Freight is paid.

13. Inspection of Goods

The Carrier shall be entitled, but under no obligation, to open and/or scan the goods or Container at any time to verify and inspect the contents and the Merchant will be liable for all expenses incurred in examining, weighing, measuring, or valuing the Goods. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as their agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in their absolute discretion considers most appropriate, which sale, disposal, abandonment or 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. The Carrier, in exercising the liberties contained in this clause, shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

14. Description of Goods

14.1. This Bill of Lading shall be prima facie evidence of the receipt of the goods by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled “Carrier’s Receipt” on the reverse side hereof. The terms “apparent good order and condition” when used on this Bill of Lading with reference to any container supplied by the merchant does not mean that the container, when received, was free of dents, minor indentations of the bar, scratch marks and other minor damage.

14.2. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

14.3. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the container. The Merchant also warrants that the Goods are lawful goods, and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

14.4. If the particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the face of this bill of lading, such particulars are included at the sole risk of the Merchant and for their convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier’s liability under this Bill of Lading and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including any legal expenses and costs.

15. Merchant's Responsibility

15.1. Every person defined as a “Merchant” is jointly and severally liable towards the carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Bill of Lading and to pay the Freight and other charges due under it without deduction or set-off.

15.2. The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the warranties in clause 14.3 or elsewhere in this Bill of Lading and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

15.3. The Merchant shall comply with all regulations or requirements of customs, port and other authorities in respect of the Goods. The Merchant shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof. The Merchant shall indemnify the Carrier in the event of discovery of any drugs, narcotics or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant or any stowaways discovered inside the Container.

15.4. The Merchant shall comply with all regulations or requirements of customs, port and other authorities, with the applicable economic sanctions regulations, including but not limited to the ones published by the United States, European Union and United Nations and the provisions of applicable anti- corruption laws. The Merchant further represents and warrants that it is not listed or controlled by an entity listed by the United States, European Union, or United Nations as a “Blocked Person”, “Denied Person”, “Specially Designated National”.

15.5. If the Vessel calls at any country that requires security filing including but not limited to the United States, Brazil and the European Union member states, including any of their territories, regardless of whether this country is a port of loading or discharge for the Goods, the following provisions shall apply with respect to any applicable regulations or measures:
“The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours (or such longer period as the Carrier deems reasonable) prior to the Vessel’s loading or if the decision to call the country requiring security was made by the Carrier after loading, no later than 48 hours (or such longer period as the Carrier deems reasonable) after the Merchant receives the Carrier’s request to provide such information.”
Unless caused by the Carrier’s negligence, any delay suffered, or time lost in obtaining the entry and exit clearances from the relevant country’s authorities shall count as detention.

15.6. If Containers supplied by or on behalf of the Carrier are unpacked by or for the Merchant, the Merchant is responsible for returning the empty Containers, with clean interiors, odour free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the Container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept by the Carrier fully or partially. In no case shall this deposit accrue any interest.

15.7. The Merchant warrants to the Carrier that the goods shall comply with Chapter VI, Regulation 2, Paragraph 6 of the Safety of Life at Sea convention (SOLAS) by providing a declaration of the Verified Gross Mass (VGM) of the goods before loading on board the vessel within a prescribed cut-off date / time to the shipping line and / or port terminal authorities and the carrier reserves the right to withhold the loading of the said container / goods without receiving the said declaration. The Merchant warrants the accuracy / correctness / authenticity of the information stated in the VGM and the Merchant shall be liable for and shall indemnify the Carrier against all loss, damage and expenses of whatsoever nature and howsoever arising or resulting from any issue whatsoever in respect of or associated with VGM, including but not limited to weighing / re-weighing / re-certification, shifting within the terminal and/or cancellation charges including the costs of recovering the same.

15.8. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers, and all liability claims from third parties or costs or fines resulting from Merchant’s use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

16. Freight Expenses and Fees

16.1. Freight is calculated and payable based on the particulars furnished by or on behalf of the Shipper and the Merchant shall be liable for the additional freight and charges if such particulars are found to be erroneous including any expense incurred in examining, weighing, measuring, or valuing the Goods.

16.2. Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid as per agreed terms without any set off, counter claim, deduction or stay of execution and non-returnable in any event.

16.3. All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier’s option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier’s Tariff. In the event of any discrepancy between Freight (incl. charges etc) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

16.4. The Merchant shall be liable for all dues, duties, taxes including freight taxes and charges which may be levied based on the freight, weight of cargo or tonnage of the vessel.

16.5. The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through the non-observance of Customs House and/or import or export regulations.

16.6. If the Merchant fails to pay the Freight when due, he shall also be liable for all costs incurred in recovering the same including but not limited to service fee, interest due on any outstanding and/or overdue sum, any attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall be made at the Merchant’s sole risk and shall not be deemed as payment to the Carrier.

16.7. Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such shipper or consignee or other Person when due, the Merchant shall remain responsible to pay the Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 15.3.

16.8. If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or their authorised agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

17. Lien

17.1. The Carrier its servants or agents shall have a lien on the Goods including sub-freight and any documents related thereto and a right to sell the Goods whether privately or by public auction for all freight (including additional freight payable under Clause 15), sub-freight, primage, dead freight, pre-Carriage and/or inland Carriage whatsoever, demurrage, Container demurrage and storage charges, detention charges, salvage, general average contributions and all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debits whatsoever due to him by the Merchant.

17.2. The Carrier, its servants or agents shall also have a lien on the Goods carried under this Bill of Lading and any document relating thereto for all sums including Freights and charges as above mentioned due and outstanding on any other Contracts for the Carriage of Goods concluded between the Carrier, its servants or agents and the Merchant, at any time where such sums or Freights remains due and unpaid.

17.3. If the goods are unclaimed during a reasonable time, or whenever in the Carrier’s opinion, the Goods are likely to become deteriorated, decayed or worthless, the Carrier may, without notice to the Merchant at its discretion without responsibility whatsoever, auction, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due to him by the Merchant and the amount realised by the exercise of the rights given to the Carrier under this Clause. The Carrier’s lien shall survive delivery of the Goods.

18. Optional Stowage, Deck Cargo and Livestock

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

18.2. Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant. The Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Save as provided in clause 17.3, such Goods (except livestock) carried on or under deck and whether stated to be carried on deck or not, shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague or Hague-Visby Rules or U.S. COGSA and shall be carried subject to such Rules or Act, whichever is applicable.

18.3. Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and neither the Hague or Hague-Visby Rules nor U.S. COGSA shall apply.

19. Methods and Routes of Carriage

19.1. The Carrier may at any time and without notice to the Merchant:

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

(ii). transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and 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 Container and forward them via Container 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.

19.2. The liberties set out in clause 19.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 19.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

20. Matters Affecting Performance

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

20.1. Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this clause 19.1 then, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

20.2. Suspend the Carriage of the Goods and store them ashore or afloat under these Terms and Conditions and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 19.2 then, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight and costs as the Carrier may determine; or

20.3. Abandon the Carriage of the Goods and place them at the Merchant’s disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 19.1 or to suspend the Carriage under clause 19.2 this shall not prejudice their right subsequently to abandon the Carriage.

21. ISPS Code

21.1. The Merchant must comply with the requirements of the ISPS Code and indemnify and hold the carrier harmless from any damages resulting from the violations of the ISPS Code by the Merchant, if the carrier is held liable by any State Authority or any other third party.

21.2. The Merchant undertakes to pay the Carrier all costs or expenses including consequential damages and legal fees whatsoever and howsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to the Merchant’s goods.

21.3. The Carrier is entitled to deviate the vessel to a different port and to unload the Goods there if the authorities in the Port of Discharge have increased its level of security according to the ISPS Code after the Goods have been loaded.

21.4. The Merchant undertakes to compensate all costs and expenses suffered by the carrier because of a delay of the vessel resulting from a violation of the ISPS Code by the Merchant.

22. Dangerous Goods

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

22.2. 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.

22.3. 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 22.2 including any steps taken by the Carrier pursuant to clause 22.1 whether or not the Merchant was aware of the nature of such Goods.

22.4. Nothing contained in this clause shall deprive the Carrier of any of their rights provided for elsewhere.

23. Notification, Discharge and Delivery

23.1. Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

23.2. The Merchant shall take delivery of the Goods within the time provided for in the Carrier’s applicable Tariff. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in containers and/or store the Goods ashore, afloat, in the open or under cover or hand over the goods into the custody of the customs, port, or other authorities at the sole risk of the Merchant. Such handover or storage shall constitute due delivery under this bill of lading, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease, and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

23.3. 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.

23.4. In the event of the carrier agreeing to a request of the merchant to amend the place of delivery stated herein without stipulating any particular terms and conditions to apply during said amended carriage, to the extent provided by the carrier’s applicable tariff the terms and conditions of this Bill of Lading shall continue to apply, but only until the goods are delivered by the carrier to the merchant at the amended place of delivery. If the carrier declines to extend the Bill of Lading terms to the amended place of delivery, then the carrier shall act as agent only of the merchant in arranging for delivery of the goods to the amended place of delivery but shall then be under no liability whatsoever for loss, damage or delay to the goods, howsoever arising (including by neglect), for the period of amended carriage.

23.5. Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled, the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

23.6. If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is “One of ... part cargoes in the Container”), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or inappropriate Goods or is or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.

24. Protective Clauses

The Both to Blame Collision, New Jason and Conwartime 2013 Clauses published and/or approved by Baltic and International Maritime Council (BIMCO) and obtainable from the Carrier or their agent upon request are hereby incorporated into this Bill of Lading.

25. General Average and Salvage

25.1. General average is to be adjusted, stated and settled at any port or place at the Carrier’s option according to the York Antwerp Rules 2016 or any subsequent modification thereof and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier’s option. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel.

25.2. In the event of an accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally, 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, as determined by an independent General Average adjuster duly appointed by the carrier, and their determination as to liability for General Average contribution and their computation for the same will be final and binding on all parties to the venture. Notwithstanding anything contrary contained in this Bill of lading, the cost of handling on board, restowing, reloading, discharging goods or containers, fuel or stores, whether at the port or place of loading, call or refuge, shall be admitted as General Average when the same was necessary for the common safety or to enable the vessel to be repaired and/or remedied, or necessary for the safe prosecution of the voyage. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered as a general average expense. In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master may act as its agent to procure such services to Goods and that the Carrier may act as its agent to settle the salvage remuneration.

25.3. The Merchant shall provide such security including a cash deposit as the Carrier or the operator may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant. If the Merchant contests payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at three percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

25.4. Should the Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests or pay general average and/or salvage contributions due from cargo interests, the Merchant hereby assigns to the Carrier all their rights in respect of the general average and/or salvage.

25.5. If a salving ship is owned or operated by the Carrier, salvage shall be paid for fully as if the said salving ship belonged to strangers.

26. Variation of the Contract and Validity

26.1. No servant or agent of the Carrier shall have the power to waive or vary any Terms and Conditions unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

26.2. 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.

27. Law and Jurisdiction

27.1. For shipments to or from the United States of America any dispute relating to this Bill of Lading shall be governed by U.S. law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof.

27.2. In all other cases, this Bill of Lading shall be governed by and construed in accordance with Singapore law. Subject to the other provisions of this clause 27, all disputes arising hereunder shall be determined by the Singapore Courts.

27.3. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the legal expenses and costs of the Carrier in removing a suit filed in another forum. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed fora.

27.4. Alternatively, and at the Carrier’s sole option, the Carrier may commence proceedings against the Merchant in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business or assets.

27.5. Nothing herein shall prevent the parties to any claim and/or dispute under this Bill of Lading from agreeing to submit the claim and/or dispute to Singapore arbitration pursuant to the rules of the Singapore Chamber of Maritime Arbitration (“SCMA”).