Terms and conditions of Yang Ming's Bill of Lading

May 2025

In accepting this Bill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and the Carrier's applicable Tariff, whether written, typed, stamped or printed, as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for the shipment of Goods are superseded by this Bill.
If this is a negotiable (To Order/of) bill of lading, one original bill of lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) bill of lading, the Carrier shall deliver the Goods, or issue a Delivery Order (after payment of outstanding Freight) against the surrender of one original bill of lading. If this is a sea waybill, the Carrier shall deliver the Goods (after payment of outstanding Freight) to the person that identifies itself as being the Merchant without any need to produce or surrender a copy of this sea waybill.

1. DEFINITION
The following words whether contained on the front or back have the meanings hereby assigned:
(1) "Bill" means this document, whether issued as a bill of lading, or a sea waybill, and whether issued in paper or electronic form; Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a sea waybill it will not be a document of title to the Goods.
(2) "Carriage" means the whole or any part of the operations and service undertaken by the Carrier in respect of the Goods covered by the Bill.
(3) "Carrier" means (a) for non-U.S. trades: the Service Provider identified on the front of this Bill, (b) for U.S. trades: Yang Ming Joint Service Agreement, F.M.C. No. 201392, or as may be amended.
(4) "US COGSA" means the United States Carriage of Goods by Sea Act,1936.
(5) "Clean" means in respect of Shipper's packed and sealed Container(s) that the Containers have been received by the Carrier in apparent good order and condition. In no circumstance shall it be construed as a representation as to the weight, contents, measure, quantity, quality, description, condition, marks or value of the Goods thereof.
(6) "Container(s)" includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO standards.
(7) "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill, including but not limited to storage, demurrage and any charges.
(8) "Goods" means the whole or any part of the cargo and packaging received from the Merchant and includes any material, equipment or Container(s) not supplied by or on behalf of the Carrier.
(9) "Hague Rules" and "Hague-Visby Rules" means the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels in 1924 and includes any amendments thereto including the Hague-Visby Amendments, 1968.
(10) "Holder" means any Person for the time being in lawful possession of this Bill (if issued as a bill of lading) to whom rights of suit and/or liabilities under this Bill have been transferred by reason of the consignment or the endorsement of this Bill or otherwise.
(11) "Merchant" includes the shipper, Holder, consignee or receiver of the Goods or any Person owning or being entitled to possession of the Goods or this Bill and anyone acting on behalf of any such Person.
(12) "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.
(13) "On Board" means that the Goods are loaded on board the Vessel or loaded on board any vehicle or other transportation facility that is used or procured by the Carrier as the first mode of transportation or loaded on the transportation facilities used by any Underlying Carrier or Sub-Contractor for Carriage in accordance with the terms of this Bill.
(14) "Person" includes an individual, group, company or other entity.
(15) "Port-to-Port" means that the Carriage is not Multimodal Transport.
(16) "Sub-Contractor" includes owners, charterers, and operators of vessels (other than the Carrier), stevedores, slot chartered owners, terminal and groupage operators, Underlying Carrier, road and rail transport operators and any independent contractor utilized and/or employed by the Carrier in performance of the Carriage, whether or not they are in a direct contractual relationship with the Carrier.
(17) "Underlying Carrier" includes any water, rail, motor, air or other carrier (other than the Carrier) utilized by the Carrier for any parts of the transportation the shipment covered by this Bill.
(18) "Vessel" includes the Vessel named on the face hereof together with any ship, craft, lighter, barge, feeder vessel, ferry or other means of transportation substituted in whole or in part, for the Vessel named on the face hereof.

2. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein, including those provisions relating to Container(s) and vehicle demurrage. Copies of the relevant provisions of the Tariff are obtainable from the Carrier upon request. In the event of any inconsistency between the terms of this Bill and the Tariff, the terms of this Bill shall prevail.

3. MERCHANT'S WARRANTY
The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the Person that owns, or is entitled to demand possession of Goods from the Carrier and/or of this Bill.

4. EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUB-CONTRACTORS
(1) The Carrier shall be entitled to sub-contract the whole or any part of the Carriage on any terms whatsoever.
(2) It is further agreed and the Merchant undertakes that:
(a) No claim, demand, or allegation, howsoever arising, whether in contract, tort, bailment, or breach of express or implied warranty, shall be made against any servant or agent of the Carrier (including but not limited to the Master, officers and crew of the Vessel or any Sub-Contractors) in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the above-mentioned entities.
(b) If any such claim, demand, and/or allegation should nevertheless be brought, the Merchant agrees to indemnify and hold harmless the Carrier against any and all consequences thereof.
(c) Without prejudice to the foregoing, if it is adjudged, or otherwise determined, that any Person other than the Carrier is Carrier or bailee of the Goods, or is responsible with respect thereto, it is agreed and recognised that when entering into the contract of carriage evidenced by and/or contained in this Bill the Carrier is acting on its own behalf as well as on behalf of, and/or as an agent or trustee for, any servants, agents and Sub-Contractors that the Carrier may use and/or Sub-Contract with from time to time, and every exemption, limitation, condition and liberty contained herein, including but not limited to Clause 26 (Jurisdiction) and every right, exemption of liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, including but not limited to Clause 26 (Jurisdiction), shall also be available and shall extend to every such servant, agent, and Sub-Contractor and all such Persons shall to this extent, and this extent only, be or be deemed to be parties to this contract.
(d) Nothing in the foregoing shall be construed as limiting or relieving any servant, agent, or Sub-Contractor from any liability to the Carrier for any acts or omissions arising or resulting from their fault or negligence.

5. SCOPE OF THE VOYAGE
When performing the Carriage, the Carrier may make use of Underlying Carriers as the Carrier sees fit and at its sole discretion and it is expressly agreed that the use of such Underlying Carriers shall not constitute a deviation. In this regard, the Carrier may at any time, and without notice to the Merchant, use any means of carriage or storage whatsoever, transfer Goods from one vessel or other mode of transport to another, including transshipping or carrying Goods on a vessel other than that specified on the face hereof, proceed by any route at the Carrier's sole discretion (whether or not the nearest or most direct, customary or advertised route) and proceed to, or stay at any place or port whatsoever, load and unload Goods at any place or port (whether or not such port is named on the face of this Bill as the port of loading or the port of discharge) and store Goods at any such place or ports, and/or comply with any orders or recommendations given by any government or local authority or any Person or body acting or purporting to act on behalf of such government or local authority.
The liberties set out in this Clause may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of Goods, including loading or unloading other goods, bunkering, carrying out repairs to the Vessel, adjusting instruments, picking up or landing any Person, (including but not limited to those involved with the operation or maintenance of the Vessel) and assisting vessel(s) in all situations. Anything done in accordance with this Clause shall be deemed to be within the contractual Carriage and shall not be a deviation.

6. LIBERTY CLAUSE
If at any time the Carriage is, or is likely to be, affected by any situation which has given, or is likely to give rise to danger, injury, loss, delay, risk of capture, seizure or detention, sanction by any government or other authority or disadvantage of whatsoever nature to the Vessel, the Carrier, any Underlying Carrier or Sub-Contractor utilized in the Carriage of Goods, or if such situation makes it in any way unsafe, impracticable or unlawful or against the interests of the Carrier or the Merchant to commence or continue the Carriage of Goods, the Carrier may, at any time, in its sole discretion:
(1) Unpack the Container(s) or otherwise dispose of Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant;
(2) Carry Goods to the contracted port of discharge or place of delivery, whichever is applicable, by any alternative route or means of transportation to that indicated in this Bill or that which is usual for Goods consigned to that port of discharge or place of delivery and any such additional Freights and charges shall be for the Merchant's account;
(3) Suspend the Carriage and store Goods ashore or afloat upon any terms and for any period whatsoever. Although the Carrier shall endeavour to forward Goods to the contractual destination as soon as possible, the Carrier makes no representation as to the maximum period of suspension of the Carriage by reason of such suspension. Any additional Freight or charges shall be for the account of the Merchant; and/or
(4) Abandon the Carriage and place Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the Carrier's responsibility for Goods shall cease. Notwithstanding the abandonment, the Carrier shall nevertheless be entitled to full Freight on Goods, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such place or port.
The situations referred to in this Clause 6 shall include, but shall not be limited to, those caused by war risks the existence or apprehension of war, whether declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances, storms, floods, earthquakes or any other act of God; closure of, obstacle in or danger to any canal; blockade of port or place of interdict or prohibition of restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lock outs or other labor troubles whether partial or general; congestion of port, wharf, sea terminal, the facilities of any Sub-Contractor or Underlying Carriers used in the Carriage under this Bill, or any other cause whatsoever outside the Carrier's reasonable control.

7. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT
(1) Port-to-Port Shipment - when loss or damage has occurred between the time of loading 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-Visby Rules, save as is otherwise provided in these Terms and Conditions, or any national law making the Hague Rules, or any amendments thereto including the Hague-Visby Rules, compulsorily applicable to this Bill. The Carrier shall be under no liability whatsoever for loss of, or damage to Goods, however occurring, if such loss or damage arises prior to loading on to, or subsequent to the discharge from, the Vessel. Notwithstanding the foregoing, in the event that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty set forth in the Hague-Visby Rules as applied by this Clause during such additional compulsory period of responsibility. Notwithstanding the preceding provision, in the event that this Bill covers shipments to or from the United States, then the US COGSA shall be compulsorily applicable and shall (except as may be otherwise specifically provided elsewhere herein) also govern the period before loading of Goods on the Vessel and after the Goods are discharged from the Vessel provided, however, that Goods at said times are in the actual custody of the Carrier or any Underlying Carrier or Sub-Contractor.
(2) Multimodal Transport –
(a) In the event of Multimodal Transport the Carrier shall have no liability whatsoever for loss or damage to Goods that occurs prior to the Goods coming within the Carrier's custody or after Goods have been tendered by the Carrier for delivery, and the Carrier shall only be liable for any loss or damage to the extent provided in this Clause.
(b) With respect to Multimodal Transportation from, to, or within the United States, when Goods are in the custody of the Carrier, or any Underlying Carrier, such Multimodal Transport will be governed by the provisions of Clause 7(1).
(c) In the event Clause 7(1) is held inapplicable to such Multimodal Transportation from, to or within the United States then the Carrier's liability will be governed by and be subject to the terms and conditions of the Underlying Carrier's Bill and/or, where applicable, the ICC Uniform Bill of Lading together with the Underlying Carrier's Tariff which shall be incorporated herein as if set forth at length. Notwithstanding the foregoing, in the event there is a contract of carriage between the Carrier and any Underlying Carrier, the terms and conditions of said contract shall be deemed incorporated herein as if set forth at length and copies of such contract(s) shall be available to the Merchant at any office of the Carrier upon request.
(d) With respect to all water Multimodal Transport outside the United States where US COGSA is not compulsorily applicable, then the Hague-Visby Rules shall apply as per Clause 7(1).
(e) With respect to road carriage between countries in Europe, liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road, dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports, dated February 25, 1961.
(f) With respect to rail or road transportation within a State other than within the United States, liability shall be determined in accordance with the national laws of that State and/or any International Convention which is compulsorily applicable by the laws of such State. In the absence of such laws or conventions then the provisions of Clause 7(2)(G) will apply.
(g) In the event the provisions of this sub-section 7(2)(A-F) are held inapplicable to any aspect of the Carriage covered by this Bill whether by local law or International Convention or otherwise, the Carrier shall nevertheless be relieved of liability for loss or damage occurring during the Carriage if such loss or damage was caused by any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
(3) Unknown Liability - In cases where it cannot be established in whose custody Goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during the period of sea carriage and any liability in respect thereof shall be determined in accordance with Clause 7(1) hereof.
(4) Extent of Liability – In any event, the liability of the Carrier shall under no circumstances whatsoever be greater than that of the Sub-Contractor under said Sub-Contractor's contract with the Carrier and the Carrier shall be entitled to rely upon all rights, defences, limitations and exemptions from liability contained therein.
(5) Subrogation - When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all the rights of the Merchant against all others, including Underlying Carriers, on account of such loss or damage.
(6) Conflicts of Law - In the event the Carriage covered by this Bill is subject to two or more compulsory national laws, then the national laws of the jurisdiction in which any action in respect thereof is first brought shall be applicable.

8. CONTAINER(S) PACKED BY THE CARRIER
Where Goods, receipt of which is acknowledged on the face of this Bill, are not already contained in Container(s) at the time of receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers, but in case the Carrier choses to exercise such liberty it shall be deemed to have acted on behalf of the Merchant.

9. CONTAINER(S) PACKED BY THE MERCHANT - RESPONSIBILITY
Where Goods have been packed into Container(s) by or on behalf of the Merchant (including by the Carrier pursuant to Clause 8), it is mutually agreed that,
(1) Any statement in this Bill relating to marks and numbers, number and type of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the contents of such Container(s) are as furnished by the Merchant and are unknown to the Carrier and the Carrier has no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and apparent order and condition of Container(s)
(2) The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s), the closing and sealing of the Container(s) and the fitness of the Container(s) and the contents thereof for Carriage in accordance with the terms of this Bill. The Merchant hereby undertakes to indemnify the Carrier against any loss, damage, expense, liability, penalty and fine directly or indirectly suffered by the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the contents thereof.
(3) The Carrier shall be at liberty to inspect Goods without notice at any time or place.
(4) Container(s) shall be properly sealed and the seal identification reference as well as the Container(s) reference shall be shown herein. If the Container(s) are delivered from the Carrier with seal intact, the Carrier shall not be liable for any loss or damage to Goods unless it is proven that such loss or damage was caused by the Carrier's negligence. In case the seal of the Container(s) is broken by Customs or other governmental authorities for inspection of Goods, the Carrier shall not be liable for any loss or damage or any other consequences arising or resulting therefrom.
(5) The Merchant is obliged to clean the Container(s) at his expense before redelivery to the Carrier so that they are suitable for further service. If the Merchant fails to redeliver the Container(s) as aforesaid, all charges in connection herewith shall be borne by the Merchant.
(6) If any 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 other contract whatsoever to which the Carrier is not a party are on the front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience only. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill. If, notwithstanding the foregoing, the Carrier's liability were to be increased by reason of such particulars as mentioned in this clause being entered on this Bill, the Merchant agrees to indemnify the Carrier and hold the Carrier harmless in respect of such increased liability and shall upon request provide the Carrier with sufficient funds in respect of the likely legal costs incurred in defending a claim.

10. CARRIER'S CONTAINER - MERCHANT'S RESPONSIBILITY
(1) The Merchant shall inspect the Container(s) which are lent, leased, or in any way furnished by the Carrier before Goods are packed into such Container(s), and the Container(s) so packed by the Merchant shall be deemed to have been accepted by him in good order and suitable condition for the purpose of Carriage contracted herein unless written notice or remark in writing concerning the condition of the Container(s) is received by the Carrier from the Merchant prior to the Container(s) being sealed. Unless such written notification is given, the Merchant is precluded from making any claim against the Carrier for any loss or damage to Goods by reason of insufficient or unsound condition of the Container(s).
(2) The Merchant shall assume full responsibility and indemnify the Carrier for any loss or damage to the Carrier's Container(s) and/or other equipment which occurred while in his possession or in possession of his agents or carriers engaged by or on behalf of the Merchant.
(3) The Carrier shall not, in any event, be liable for, and the Merchant shall indemnify and hold the Carrier harmless from and against, any loss or damage to property of other Persons or injuries to other Persons occurring while the Carrier's Container(s) is in the possession of, or being used by the Merchant, or the Merchant's agents or inland carriers engaged by or on behalf of the Merchant.

11. SPECIAL CONTAINERS AND PERISHABLE GOODS
Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20- or 40- foot standard dry Container(s). Goods of a perishable nature shall be carried in such dry Container(s) without special protection, services or other measures unless it is noted on the reverse side of this Bill that Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container(s). In the event the Carrier agrees to carry the Goods in a special Container(s) such as a refrigerated or heated Container(s), the Merchant is required to give written notice of requested temperature settings of the thermostatic controls before receipt of Goods by the Carrier. When a loaded Container(s) is received, the Carrier will verify that the thermostatic controls are set to maintain Container(s) temperature as requested, but is unable to confirm and shall not be taken to have confirmed whether the Container(s) actually maintain the temperature set by the thermostatic controls or whether they are capable of doing so. The Merchant is responsible for bringing Goods to the proper temperature before loading Goods into the Container(s), for the proper stowage of Goods within the Container(s), for setting the temperature (including maintenance and repair) during all times before the Container(s) are delivered to the Carrier and after they are delivered by the Carrier. The Carrier is not responsible for produce deterioration caused by inherent vice, defects in the merchandise or transit times in excess of the produce shelf life. The Merchant is specifically advised that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but solely to maintain the temperature as received from the Merchant. The Carrier is unable to determine whether Goods were at the proper temperature when they were loaded into the Container(s) or when the Container(s) was delivered to the Carrier. The Carrier shall be deemed to have fulfilled its obligations under this Bill, and shall have no liability whatsoever, if Goods are carried in a range of plus or minus 2.5 degrees centigrade (4.5 degrees Fahrenheit) in relation to any carrying temperature designated in writing by the Merchant in this Bill.
Goods subject to deterioration or damage by extremes of heat and/or cold which are shipped by the Merchant in standard dry Container(s) rather than in refrigerated or temperature controlled Container(s) which can be supplied by the Carrier are carried at the Merchant's risk and the Carrier shall have no liability whatsoever for loss or damage resulting from the Merchant failing to request the proper Container(s) for Goods in question.

12. STOWAGE ON DECK
(1) The Carrier has the right to carry Goods in Container(s) on deck, whether the Container(s) are owned or leased or have been packed or stuffed, by or on behalf of the Merchant or the Carrier. When Goods in Container(s) are carried on deck, the Carrier is not required to specially note, mark or stamp this Bill to indicate that the Container(s) are so carried, any custom to the contrary notwithstanding. The Carrier's liability for loss or damage to any Goods so carried shall be subject to the provisions of this Bill, including Clause 7.
(2) Notwithstanding Clause 12(1) above, where it is stated on the face hereof that Goods are being carried on deck, and Goods are in fact so carried, neither the Hague-Visby Rules nor the US COGSA shall apply and the Carrier shall be under no liability whatsoever for any loss, damage or delay, howsoever arising.

13. LIVE ANIMAL, PLANTS AND PERISHABLE GOODS
The Carrier shall not be responsible for any accident, disease, death, loss of or damage to live animals, birds, reptiles, fish, plants and perishable Goods arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness and shall have the benefit of all the provisions of this Bill.

14. DANGEROUS GOODS AND CONTRABAND
(1) No Goods that are or may become of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature, or which are or may become liable to damage or cause loss to any Persons or property whatsoever, shall be presented by the Merchant to the Carrier for Carriage without the Merchant previously making a written application to the Carrier for the Carriage of such Goods, accurately stating their nature, character, name, label, and classification as well as the method of rendering them innocuous, with the full names and addresses of the Merchant, and obtaining the Carrier's consent to Carriage in writing.
(2) The Merchant shall undertake to ensure that the nature of Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of Goods and Container(s) and shall also undertake to submit the documents or certificates required by any applicable laws or regulations or by the Carrier.
(3) If Goods such as those described in Clause 14(1) are presented to the Carrier without obtaining his written consent, or without being distinctly and permanently marked so as to comply with laws and regulations, or the documents or certificates required by any applicable laws or regulations or by the Carrier are not submitted, or Goods are found to be contraband or prohibited by any law or regulations of the port of loading, discharge or call or any place or waters during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's sole discretion without compensation to the Merchant and the Merchant shall be liable to indemnify and hold harmless the Carrier against any and all claims, fines, loss, damage or liability including but not limited to loss of Freight and any expenses directly or indirectly arising out of or resulting from such Goods being presented for Carriage. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, fines, liabilities, losses, delays, damages, or expenses arising in consequence of the Carriage of such Goods.
(4) The Carrier may exercise and enjoy the right or benefit conferred upon the Carrier under the foregoing whenever it is apprehended that Goods received in compliance with the terms of this Clause may be or, in the Carrier's sole opinion, may become dangerous to the Carrier, the Vessel, other Goods and/or Container(s), Underlying Carriers, Sub-Contractors, Persons and/or any other property whatsoever. The Carrier has the right to inspect the contents of the Container(s) and Goods including any packaging carried therein at any time and anywhere without the Merchant's agreement and at the risk and expense of the Merchant.

15. VALUABLE GOODS
The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods whatsoever including Goods having particular value only for the Merchant, unless the true nature and value thereof has been declared in writing by the Merchant before receipt of Goods by the Carrier and inserted in this Bill and unless ad valorem Freight thereon has been prepaid in full.

16. LOSS, CONDENSATION, ETC
It is agreed that superficial rust, oxidation or condensation inside the Container(s) or any similar condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of the Carrier's failure to provide a seaworthy Container to the Merchant prior to loading and the Merchant has given notice of the same pursuant to Clause 10(1). If the Merchant requires special arrangements or care for the Carriage of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special Freight, as required, must be paid by the Merchant.

17. GOVERNMENT REGULATION AND PENALTY
The Merchant shall comply with all laws, regulations or requirements of customs, government authorities, port and other authorities, and shall bear, pay and indemnify the Carrier in respect of all duties, taxes, fines, impose, expenses or losses incurred or suffered by the Carrier by reason of any failure to comply with such laws, regulations or requirements, or by reason of any illegal, incorrect, or insufficient marking, number or addressing of Goods or the Container(s), or the discovery of any drugs, narcotics, stowaways or other illegal substances within Container(s) packed by or on behalf of the Merchant or inside Goods supplied by the Merchant, and shall on demand indemnify the Carrier and hold it harmless in respect thereof.

18. NOTIFICATION AND DELIVERY
(1) Any mention in this Bill of parties to be notified of the arrival of Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligations hereunder.
(2) The Merchant shall take delivery of Goods within the time provided for in the Carrier's applicable Tariff.
(3) If the Merchant fails to take delivery of Goods, or any part thereof, in accordance with this Bill, the Carrier may without notice remove Goods, or any part thereof, and/or store Goods, or that part thereof, ashore, afloat, in the open or undercover. Such storage shall constitute due delivery hereunder, and all liability whatsoever of the Carrier in respect of Goods, or that part thereof, shall cease forthwith.
(4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated into this Bill.

19. FREIGHT AND CHARGES
(1) Freight shall be payable at the Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem basis, or per Container or package or customary freight unit basis or any other applicable rate as set forth in the Carrier's Tariff. Freight may be calculated on the basis of the description of Goods furnished by the Merchant, but the Carrier may at any time weigh, measure and value Goods and open packages or customary freight units to examine their contents. In case the Merchant's description is found to be erroneous and additional Freight is payable, the Merchant and Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, fumigating, and valuing Goods.
(2) Full Freight to the port of discharge or, in case of Multimodal Transportation to the place of delivery named herein, and all other charges against Goods, shall be considered completely earned on receipt of Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight or charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled absolutely to all Freight and charges and to receive and retain them under all circumstances whatever, whether the Vessel and/or Goods are lost or not lost, or whether the voyage changes, is broken up, frustrated or abandoned.
(3) All Freight and charges shall be paid in full and without any set-off, counterclaim or deduction, whatsoever in the currency named in this Bill or, at the Carrier's option, in its equivalent in local currency at bank demand rates of exchange in New York as of the date payment of Freight shall be due hereunder. Any error in Freight or in charges or in the classification herein of Goods is subject to correction, and if on correction, the Freight or charges are higher, the Carrier shall be entitled to collect the additional amount.
(4) The Merchant and Goods shall be jointly and severally liable to the Carrier for the payment of all Freight, demurrage, General Average, salvage, surcharges, and other charges, including but not limited to court costs, expenses and reasonable legal costs incurred in collecting sums due to the Carrier. Payment of ocean Freight and charges to a freight forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payer's sole risk.

20. GENERAL AVERAGE AND SALVAGE
(1) General average shall be adjusted and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994, and as to matters not provided for in these rules according to the laws and usages of the port or place of adjustment, and in the currency selected by the Carrier. Average agreement and bond, together with such additional security, including at the Carrier's option the provision of cash, as the Carrier may deem sufficient to cover the estimated contribution of Goods, shall be furnished before delivery of Goods.
(2) In the event of 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 consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant or owners of Goods 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 to Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving vessel or vessels belonged to strangers. In the event the Master considers that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remuneration.

21. BOTH TO BLAME COLLISION CLAUSE
If the Vessel comes into collision with another vessel as a result of the negligence of another vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the owners of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability whether incurred directly or indirectly to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, his goods or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the owners thereof. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or objects other than, in addition to, the colliding vessel or objects are at fault in respect of a collision or contact.

22. NOTICE OF CLAIM AND TIME FOR SUIT
Unless notice of loss or damage and of the general nature of such loss or damage is given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of Goods, or if the loss or damage is not apparent within three days after discharge or delivery, Goods shall be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of Goods or the date when Goods should have been delivered.

23. LIMITATION OF LIABILITY
(1) The Carrier does not undertake that 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 save as provided in Clause 7 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is found to be liable for any loss or damage caused by delay, the Carrier's liability shall be limited to the ocean freight paid under this Bill for the delayed Goods, exclusive of local charges and/or demurrage.
(2) All claims which the Carrier may be liable for shall be adjusted and settled on the basis of the net invoice value of Goods. In no event shall the Carrier be liable for any loss of profit or any consequential loss.
(3) In the event this Bill covers the Carriage of Goods to or from a port of final destination in the United States, the Carrier's liability in respect to the Goods shall in no event exceed U.S. Dollars $500 per package, or when the Goods are not shipped in packages, U.S. Dollars $500 per customary freight unit. In the event of Carriage to or from a port of destination other than in the United States, or where the foregoing is held inapplicable under the laws of the jurisdiction in which legal proceedings are brought, and/or if the Goods covered by this Bill are subject to the Hague-Visby Rules and any legislation making those rules compulsorily applicable to this Bill, the Carrier shall in no event be liable for any loss or damage to or in connection with the Goods in an amount exceeding 666,67 SDRs per package, or when the Goods are not shipped in packages, 666,67 SDRs per customary freight unit, or 2 SDRs per kilo, whichever is less. If under local law the Carrier is not allowed to limit its liability as aforesaid, the Carrier shall be entitled to limit its liability to the lowest level allowed by the laws of the country in which the action is brought.
(4) The limits of liability set forth in this Clause shall be applicable unless the nature and value of Goods have been declared by the Merchant before shipment and agreed to by the Carrier, and are inserted in this Bill and the applicable "ad valorem" freight rate, as set out in Carrier's Tariff, is paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value and if the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation exceeding the net invoiced value of Goods.

24. FIRE
Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance of this contract shall be liable to answer for or make good any loss or damage to Goods occurring at any time Goods are considered to be in the Carrier's custody including the period before loading, or after discharge from the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privity of the Carrier.

25. LIEN
The Carrier shall have a lien on the Goods and any documents relating thereto (including this Bill), which shall survive delivery and release of the Goods, for any and all sums whatsoever payable to the Carrier under this Bill and/or any other contracts between the Carrier and the Merchant whether or not related to or concerned with the Carriage and expenses incurred by the Carrier for the account of the Merchant and for general average and salvage contributions to whomsoever due and for the costs of recovering same and for any penalties and assessments charged to the Carrier as a result of the Carriage of Goods, and for all costs and expenses incurred in recovering such sums or amounts payable to the Carrier and in the exercise of the rights of lien and sale in this Clause. In order to recover any sums due the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant. If upon sale the Goods, the proceeds fail to cover the amount due and the costs and expenses incurred by the Carrier, the Carrier shall be entitled to recover the difference from the Merchant.

26. JURISDICTION
It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court, for the Southern District of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable 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.
Any action by the Carrier to enforce any provision of this Bill may be brought before any court of competent jurisdiction at the option of the Carrier.

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