

CHANNEL SEAWAYS LIMITED



CONSIGNMENT NOTE AND CUSTOMS DECLARATION

Invoicee full name and address: (This is the Company/Person <u>paying</u> for the shipping)	
Telephone	
Email	Please provide, so we can email invoice
Exporter's full name and Address: (This is the Company/ Person <u>supplying</u> the goods):	
Telephone	
Email	
Importer's full name and address: (This is the Company/Person that is <u>the end receiver</u> of the goods)	
Telephone	Please provide or we can't contact the customer for delivery/collection
Email	

FOR CUSTOMS USE ONLY

CONSIGNMENT NOTE NO.

This form is required by customs in order to clear your goods. Please complete fully and legibly. **IT MUST BE SIGNED BY YOU OR YOUR REPRESENTATIVE**
 Incomplete information may delay shipment of your goods and there are severe penalties for making a false declaration.
 It is your responsibility to correctly declare all dangerous goods according to the requirements of the Merchant Shipping (Dangerous Goods) Rules, 1952

Any questions regarding this form should be submitted to questions@aldermeyshipping.com or 01481 721515

No. Of Pkgs	Type of Pkgs	Description of Goods	Gross Wt kgs	Volume (M³)	Value £	Country of origin
NB THERE IS AN ADDITIONAL FREIGHT CHARGE FOR FREIGHT IN VEHICLES						

PLEASE NOTE THAT WHEN DELIVERING GOODS TO THE PORTS, PPE AND PHOTO ID WILL BE REQUIRED

CUSTOMS DECLARATION		Y / N
1. Are the goods in free circulation in the UK/Channel Islands/Isle of Man?		
2. Are the goods in transit or transhipment through the United Kingdom?		
3. Are the goods ex U.K. bond?		

DO YOU REQUIRE INSURANCE?	
NB THIS IS AN ADDITIONAL CHARGE	
YES	NO
Value of goods	£
Email:	

<input type="checkbox"/>	Door/Door	<input type="checkbox"/>	Door/Quay	<input type="checkbox"/>	Quay/Quay	<input type="checkbox"/>	Quay/Door
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*I/We declare that the goods described above are community goods:
 I/We request Channel Seaways Ltd. (the company) to carry the above mentioned consignment which expression shall mean the above vehicle/trailer and goods as above laden therein (or thereon).
 I/we instruct Channel Seaways Ltd. To act as my/our agent for the completion and presentation of all documents relating to the movement of these goods.
 I/We accept the conditions of carriage.

Signature of Shipper or Authorised Representative _____

Print name in BLOCK CAPITALS _____ Date _____

PLEASE ATTACH INVOICES IN DUPLICATE FOR CUSTOMS CLEARANCE PURPOSES

STANDARD CONDITIONS OF CARRIAGE OF GOODS BY SEA

Alderman Shipping Company Limited, Stork Line Channel Seaways Limited, Allied Coasters Limited and Associated Companies.

TERMS AND CONDITIONS

(Enlarged print available from the Carrier or his agents.)

1. DEFINITIONS

The term **Bills of Lading** shall include bills of lading and other non negotiable instruments (consignment notes) and in this sense the word "bills of lading".

"Carrier" means the party named on the Signature box on the face hereof.

"Merchant" includes any Person who at any time has been or becomes the Shipper, Holder, Consignee, Dischargee or Goods Recipient, or the person in possession of the Goods or of this Bill of Lading and any Person acting on behalf of any such Person.

"Holder" means any Person for the time being in possession of (or entitled to the possession of) this Bill of Lading.

"Sub-Contractor" includes an individual, group, company or other entity.

"Sub-Contractors" includes (but is not limited to) owners and operators of any Vessels (other than the Carrier), stevedores, terminal and groupage operators, road, rail and air transport operators and any independent contractor employed by the Carrier in performance of the Carriage and any sub-sub-contractors thereof.

"Vessel" means any motor-propelled vessel, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

"Goods" means the whole or any part of the cargo received from the Shipper and includes the packing and any equipment or Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any ancillary equipment.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

"Port of Loading" means any port at which the Goods are loaded on board any Vessel (which may not necessarily be the Vessel named overleaf) for Carriage under this Bill of Lading.

"Port of Discharge" means any port at which the Goods are discharged from any Vessel (which may not necessarily be the Vessel named overleaf) after Carriage under this Bill of Lading.

"Vessel" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel or an ocean vessel.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

"Freight" means the Carriage is not Combined Transport.

"Shipped on Board" relates only to the Container into which the Goods are manifested.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Incoterms" Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the said Rules as amended by said Protocol).

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions relating to container and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms and conditions hereof he is or has the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY

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

(2) The Merchant undertakes that no claim or allegation shall be made against any Person whatsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned by any such Person, 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 and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such claim or allegation shall be determined in accordance with the provisions of the relevant provisions of the Incoterms herein contained or otherwise available to the Carrier (including, but not limited to Clause 24 hereof) as if such provisions were expressly for his benefit and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent and trustee for such Persons or vessel.

(3) The Merchant shall be liable for any claims or allegations of whatsoever nature which the Carrier contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.

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

5. CARRIER'S RESPONSIBILITY PORT-TO-PORT SHIPMENT

If Carriage is Port-to-Port, the liability (if any) of the Carrier for loss, damage or delay to the Goods occurring from and during loading onto any Vessel up to and during discharge from that Vessel or from another vessel into such Vessel or from one Vessel to another shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules, Articles 1-8 inclusive only. Unless Clause 25 applies, the Carrier shall be under no liability whatsoever for loss, damage or delay to the Goods, whatsoever occurring, if such loss, damage or delay arises prior to loading onto the Vessel or from discharge from a Vessel. Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

6. CARRIER'S RESPONSIBILITY COMBINED TRANSPORT

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

- (i) if the stage of the Carriage during which loss or damage or delay occurred is not known;
- (ii) Exclusions: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for loss, damage or delay if such loss, damage or delay was caused by:
 - (a) an act or omission of the Merchant,
 - (b) insufficiency of or defective condition of packing or marking,
 - (c) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant (see Clause 6),
 - (d) any act or omission of the Carrier, other than as provided in the above, in and to the extent that such act or omission was necessary or reasonable, or
 - (e) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general,
 - (f) a nuclear incident,
 - (g) any nuclear incident, or
 - (h) any nuclear incident which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence,
 - (i) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen,
 - (j) compliance with instructions of any Person entitled to give them.
- (iii) Reason of Force: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for loss, damage or delay if such loss, damage or delay was caused by:
 - (a) any act or omission of the Merchant, other than as provided in the above, in and to the extent that such act or omission was necessary or reasonable, or
 - (b) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen,
 - (c) compliance with instructions of any Person entitled to give them.
- (iv) Reason of Force: If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for loss, damage or delay if such loss, damage or delay was caused by:
 - (a) any act or omission of the Merchant, other than as provided in the above, in and to the extent that such act or omission was necessary or reasonable, or
 - (b) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen,
 - (c) compliance with instructions of any Person entitled to give them.

(5) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(6) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(7) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(8) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(9) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(10) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(11) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(12) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(13) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(14) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(15) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(16) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(17) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(18) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(19) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(20) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(21) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(22) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(23) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(24) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(25) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(26) Notwithstanding the above, in the event that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss, damage or delay did occur at sea. In the event of the Goods being discharged at a port other than the Port of Discharge, the Carrier shall be liable for loss, damage or delay occurring during that period by whatever means, the Hague Rules as referred to in paragraph 1 of this clause shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage may not be by sea.

(b) However, if Clause 25 applies, unless a latest date of delivery is shown on the face hereof and any required premium paid, timely delivery shall be considered to have been made if the Goods are made available to the Merchant at the Port of Discharge or Place of Delivery, as the case may be, within 60 days. The Carrier shall be entitled to all the defences, exceptions and limitations provided in the applicable international convention or national law and this Bill of Lading.

(c) Scope of Application.

(d) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage, but also during the period of the Carriage before and after the Port of Discharge or Place of Delivery, whichever is applicable.

(e) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss, damage or delay, whatsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or breach of contract.

(f) Save as is otherwise provided for in this Bill of Lading, the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage or loss of profits.

(g) Inspection by Authorities. If by order of the authorities at any place, a Container or Package has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss, damage or delay incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

8. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier, the Carrier shall not be liable for loss, damage or delay to the Goods caused by matters beyond his 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 the Container supplied, or

(c) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof, provided that, if the Container has been opened by or on behalf of the Carrier, this unsuitability, defective condition or incorrect setting shall have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or

(d) packing temperature controlled Goods that are not at the correct temperature for Carriage.

(2) The Shipper is responsible for the packing and sealing of all Shipper-Packed Containers and, if a Shipper-Packed Container is damaged or lost, the Merchant shall be liable for the loss, damage or delay to the Goods, but shall not be liable for any shortages of Goods ascertained at delivery. If, nevertheless, a claim for shortage is made against the Carrier by any Person whatsoever, the Merchant agrees to indemnify the Carrier against the cost of any such claim, plus any costs incurred in respect thereof.

(3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in Clause 8 (1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 8 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the proviso referred to in that Clause applies.

9. INSPECTION OF GOODS

The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, weigh and/or measure the Goods and/or to weigh the Container.

10. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time, due to their condition, the Goods cannot safely or properly be carried or carried under any conditions of carriage or additional expense or taking any measure in relation to the Container or the Goods, the Carrier, may, without notice to the Merchant (but as his agent only), take any measure and/or incur any additional expense to carry to or continue the Carriage thereof, and/or sell or dispose of the Goods, and/or abandon the Container and store them ashore or afloat, under cover or in the open, at any place, wherever the Carrier deems it expedient, and the Merchant shall be deemed to have authorised the Carrier to do so and to dispose of the Goods as directed by the Carrier and to incur any additional expense incurred.

11. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper 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 on the face hereof entitled "Total No. of Containers/Packages received by the Carrier".

(2) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in Clause 8 (1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 8 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the proviso referred to in that Clause applies.

(3) If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or other 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, the Carrier shall not be bound by the particulars of the Merchant or his consent. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 17(5) apply, the value of the Goods is unknown to the Carrier.

12. SHIPPER/MERCHANTS RESPONSIBILITY

(1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for loss, damage or delay to the Goods occurring from and during the Carriage, notwithstanding that the Bill of Lading and remain liable throughout Carriage, notwithstanding that they have transferred this Bill of Lading and title to the Goods to another Shipper.

(2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been true and correct. The Shipper warrants to the Carrier that the particulars and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Shipper further warrants that the Container meets all ISO and/or other international safety standards and is fit in and to the use intended.

(3) The Merchant shall indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 12(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

(4) The Merchant shall comply with all regulations and requirements of Customs, port and other authorities, and shall bear and pay all taxes, duties, taxes, fines, imports, expenses or losses (including, without prejudice to the generality of the foregoing freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall indemnify the Carrier in respect thereof.

(5) The Carrier shall be liable for loss, damage or delay to the Goods occurring from and during the Carriage if the Carrier is responsible for returning the empty Containers free from labels etc, with interiors brushed clean, odor free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a Container not be returned as required above within the time prescribed, the Carrier shall be liable for any loss, damage or delay to the Goods occurring from and during the Carriage and the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

(6) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the risk of the Merchant until delivered to the Carrier. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers, including any loss or damage to the contents of such Containers, incurred by the Carrier for any reason whatsoever, including any loss or damage to the contents of such Containers whilst in his control.

13. FREIGHT

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

(2) The amount of Freight is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to double the amount of Freight less the Freight charged shall be payable to liquidated damages to the Carrier.

(4) All Freight shall be paid, without any set-off, counter-claim, deduction or delay of execution before delivery of the Goods.

14. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may, in order to secure the payment of such sums, pick up or land any persons, including but not limited to completed or not, in any event any lien extend to cover the cost of recovering the sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant at any place at the sole discretion of the Carrier.

15. OPTIONAL STOWAGE AND DECK CARGO

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

(2) Goods, whether or not packed in Containers, may be carried on deck or under deck, at the sole discretion of the Carrier. The Carrier shall be liable for loss, damage or delay to the Goods occurring from and during the Carriage in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to those Rules.

(3) Notwithstanding Clause 15 (2), in the case of Goods which are stowed on the face hereof as being carried on deck and which are so carried the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, whatsoever arising, whether or not caused by negligence on the part of the Carrier, his servants, Agents, or Sub-Contractors.

16. LIVE ANIMALS

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death or destruction to such live animals whatsoever arising. Should the Master at his sole discretion consider that any live animals is likely to be injured, lost or otherwise live animal or any person or property on board, or to cause the Vessel to be delayed or impeded in the execution of its voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

17. METHODS AND ROUTES OF CARRIAGE

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

(a) use any means of carriage whatsoever;

(b) transship or re-ship the Goods to one or more places of destination, including but not limited to transshipping or carrying them on a Vessel other than that named on the face hereof;

(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;

(d) deviate by any route in his discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(e) load or unload the Goods at any place or port (whether or not such port is named overleaf) as the Port of Discharge or Port of Delivery or as a port of call, at any place or port;

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

(g) load or unload the Goods at any place or port (whether or not such port is named overleaf) as the Port of Discharge or Port of Delivery or as a port of call, at any place or port;

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

(i) load or unload the Goods at any place or port (whether or not such port is named overleaf) as the Port of Discharge or Port of Delivery or as a port of call, at any place or port;

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

(k) load or unload the Goods at any place or port (whether or not such port is named overleaf) as the Port of Discharge or Port of Delivery or as a port of call, at any place or port;

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

(m) load or unload the Goods at any place or port (whether or not such port is named overleaf) as the Port of Discharge or Port of Delivery or as a port of call, at any place or port;

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

(o) load or unload the Goods at any place or port (whether or not such port is named over