

1 DEFINITIONS

"**Carriage**" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.
"**Carrier**" means Cargo Marketing Services Ltd on whose behalf this bill of lading has been signed.
"**Charges**" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.
"**COGSA**" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"**Combined Transport**" arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces.
"**Consignee**" means the party named as Consignee on the face of this bill of lading in the relevant space.
"**Consolidation**" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.
"**Container**" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.
"**Goods**" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).
"**Hague Rules**" means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.
"**Hague-Visby Rules**" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules).
"**Holder**" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been lawfully transferred or vested.
"**Indemnify**" includes defend, indemnify and hold harmless, including in respect of legal fees and costs, 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.
"**Merchant**" includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above mentioned Persons.
"**Package**" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a package.
"**Person**" includes an individual, corporation or other legal entity.
"**Port to Port Shipment**" arises if the Carriage is not Combined Transport.
"**Sub-Contractor**" includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.
"**Terminal Operators**" means any persons who provide port storage or handling services.
"**Terms and Conditions**" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein.
"**Vessel**" means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

2 CARRIER'S TARIFF

The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. 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 is the agent and has the authority of the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.

4 NEGOTIABILITY AND TITLE TO THE GOODS

(1) This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.
(2) This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.
(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents or any independent contractors or their servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefitting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract.
Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein benefitting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carrier's responsibility for the Goods has yet to commence or has ceased.
(3) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading.
(4) The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

6 CARRIER'S RESPONSIBILITY

(1) PORT TO PORT SHIPMENT

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable to this bill of lading or in any other case in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.

(B) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(C) If COGSA applies then the provisions stated in COGSA shall govern the Carrier's liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such carriage shall be procured by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland Carrier's contract tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) hereof.

(D) If the Goods are discharged at a Port other than the Port of Discharge (or save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

(2) COMBINED TRANSPORT

Save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below:

- (A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:
- The Carrier shall be relieved from liability where such loss or damage was caused by:
 - an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor;
 - compliance with the instructions of a Person entitled to give them;
 - the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed;
 - handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 - inherent vice of the Goods;
 - strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;
 - fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof;
 - a nuclear incident;
 - any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(i)-(c), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

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

- The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:
 - would be departed from by private contract to the detriment of the Merchant, and
 - would be applied had there been a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had been received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(2) Where 6(2)(b)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg by 6(2)(A) in all other cases.

GENERAL PROVISIONS

(A) Compensation.
Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

(B) Package or Shipping Unit Limitation
(i) Where Carriage is under the Hague-Visby Rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.
(ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)(A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed US\$500 per package or unit.

(iii) Where Carriage is under any other law, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding US\$500 per Package or customary freight unit.
(iv) In all other cases compensation shall not exceed the limitation of liability of US\$2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

(C) Ad Valorem: Declared Value of Package or Shipping Unit
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Shipper upon delivery to the Carrier for the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(D) Delay, Consequential Loss
Save otherwise provided hereunder, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

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

(F) Time-bar
The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

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The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

(AM) Time-bar
The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

(AN) Time-bar
The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

(AO) Time-bar
The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

11 METHODS AND ROUTE OF TRANSPORTATION

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

(3) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(4) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(5) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(6) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(7) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(8) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(9) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(10) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(11) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(12) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above and any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

(13) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vess