

DELMAS BILL OF LADING TERMS & CONDITIONS

I DEFINITIONS

«Carrier» shall include the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s), operator(s), demise, time, slot and space charterers or any person or entity to the extend bound by this Bill of Lading.

«Merchant» includes the consignor, exporter, shipper, Holder, consignee, owner, receiver of the Goods, any person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such person.

«Holder» means any person for the time being in possession of this Bill of Lading to whom the property in the goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

«Vessel» includes any substituted vessel and any vessel to which transshipment may be made or employed in the performance of this contract.

«Goods» means the cargo received from the Shipper and includes any container not supplied by or on behalf of the Carrier.

«Container» includes any container (including an open top container) flat rack, platform, trailer, transportable tank, pallet, cradle, slede or any other device used for the transportation of Goods.

«Port to Port Shipment» arises where the carriage called for by this Bill of Lading is not Combined Transport.

«Combined Transport Shipment» arises when the place of receipt and/or the place of delivery are indicated on the face hereof in the relevant space(s).

The terms FCL and LCL must be interpreted as hereunder :

- FCL/FCL applies to a container packed under the shipper's responsibility and unpacked under the consignee's responsibility, even when such operation are physically effected on their behalf by the Carrier or his agents ;
- LCL/LCL applies to a container packed and unpacked under the Carrier's responsibility ;
- FCL/LCL applies to a container packed under the shipper's responsibility, even when this operation is physically effected on his behalf by the Carrier or his agents, and unpacked under the Carrier's responsibility ;
- LCL/FCL applies to a container packed under the Carrier's responsibility, and unpacked under the consignee's responsibility, even when this operation is physically effected on his behalf by the Carrier or his agents.

II CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. 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 except in the United States of America where the provisions of the Tariff shall prevail.

III SUB-CONTRACTING

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) Every such servant, agent and sub-contractor of the Carrier including, but not limited to, the owner, charterer, operator, master, officer and crew of the vessel, and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lashers, ship cleaners, surveyors and other independent contractors of any nature whatsoever, shall have the benefit of all provisions herein for the benefit of the Carrier as if such provisions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of those provisions, does so not only in its own behalf but also as agent and trustee for such servants, agents and sub-contractors.

(3) The expression sub-contractor in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

IV CARRIER'S RESPONSIBILITY - PORT TO PORT SHIPMENT

(1) Where the carriage called for by this Bill of Lading is a Port to Port Shipment then, whatever the custom of the port and the freight tariff applicable, the Carrier is deemed to take possession of the Goods on loading on the vessel and to deliver same on discharge from the vessel and the Carrier shall not be liable for loss or damage to the Goods during the period before loading on or after discharge from the vessel, howsoever such loss or damage arises and even if an original of the Bill of Lading is not presented or accomplished by the Merchant or his agent on discharge from the vessel.

(2) Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle.

(3) For the operation of handling, stowage, loading or unloading carried out before loading or after discharge from the vessel, the stevedore or/and the Ship Agent are deemed to act on behalf of the Merchant even if they were chosen by the Carrier, in particular, when these operations are performed by a public or semi public or monopolistic organism.

V CARRIER'S RESPONSIBILITY - COMBINED TRANSPORT

(1) Where the carriage called for by this Bill of Lading is a Combined Transport Shipment, then the Carrier undertakes responsibility from the place of receipt if name herein or from the port of loading to the port of discharge or the place of delivery if named herein.

(2) The Carrier shall be liable for loss or damage occurring during carriage, provided that when receipt and custody operations before loading, or custody and delivery operations after discharge are carried out by a public or semi public or monopolistic organism, then the Carrier's responsibility will be governed like in clause 4 -Port to Port Shipment-, and in such case the Carrier will act as forwarding agent only as concerns pre-carriage and/or carriage.

(3) Exclusions : The Carrier shall not be liable for any loss or damage if such loss or damage was caused by :

- a) an act or omission of the Merchant,
- b) insufficiency of or defective condition of packing or marking by or on behalf of the Merchant,
- c) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
- d) inherent vice of the Goods,
- e) strike, lock-out, stoppage or restraint of labour,
- f) a nuclear incident,
- g) any cause or event which the Carrier could not avoid and the consequences of which he could not prevent by the exercise of reasonable diligence.

(4) The burden of the proof that the loss or damage was due to one or more of the above causes or event shall rest upon the Carrier. When 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 (b) to (d) above, 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.

(5) As agreed in the terms on the reverse hereof, the non maritime part of the carriage shall be governed either by the provisions contained in any International Convention or National Law compulsorily applicable to the means of transport utilised or, when such texts are not compulsorily applicable, by the French Law applicable to the means of transport utilised. However, if it can be proved that the loss or damage occurred while the Goods were in custody of an inland carrier, the liability of the Carrier and the amount of compensation shall be determined in accordance with the inland carrier's contract of carriage or tariff, if such contract or tariff is applicable.

VI SUNDRY LIABILITY PROVISIONS

(applicable to both Port to Port Shipment and Combined Transport).

(1) Delay

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place or Delivery at any particular time or to meet any particular market or use and save as provided in clause V above the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by any delay. Where under the provisions of clause V above the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to the relevant stage of Transport and that part of the Goods which have been delayed.

(2) Supply of containers

The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier for carriage or delivered to the Merchant. The Merchant at destination shall have to return the Container duly cleaned in good state and condition, as deemed delivered to the shipper before the commencement of the Carriage, within the time allowed by the Carrier, failing which the persons failing within the definition of Merchant in clause 1 shall be jointly and severally liable vis-à-vis the Carrier to pay any costs of cleaning and/or repair as well as demurrage. Any such persons shall be likewise liable to pay the replacement value of any Container not returned within thirty days of its remittance to the shipper/consignee and deemed lost as a result thereof.

(3) Value

For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Good is agreed to be the invoice value plus freight and insurance if paid.

(4) Ad Valorem

Higher compensation than that provided by Clause VI (6) whichever may be applicable, may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra freight actually paid if required. In that case the amount of the declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(5) 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 special nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the Port of Discharge (or Place of Delivery if same is named on the face hereof) 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 working days thereafter.

If a Place of Delivery has been named on the face hereof, any such notice shall have also to be sent to the last inland carrier before or at the time of removal, or within three working days thereafter if the loss or damage is not apparent, and in any case a confirmation of such notice shall have to be made to such inland Carrier by registered letter within three working days of the time of delivery, failing which no responsibility shall attach to the Carrier. Subject to the above provisions of this sub-clause VI (5), no loss of or damage to the Goods shall be opposable to the Carrier unless the latter or his representative have been called for a joint examination before the opening of the container in case of apparent damages or in case of non apparent damages as soon as such loss or damage have been revealed upon opening of the Container, the unstuffing operations being then immediately stopped.

Loss or damage are deemed to be apparent when the Container is delivered without any seal or without the original seal affixed when the Carrier had taken possession of the Container.

When the Carrier or his representative have been so called for a joint examination or survey and is not effectively present, the examination or survey report shall not be opposable to the Carrier unless the surveyor was appointed by the local competent Court.

(6) Limitation of liability

The Carrier shall be entitled to the same rights of limitation as are or would be available under the International Convention, the National Law or under the provisions of the inland carrier's contract of carriage or tariff, applicable to the maritime or non maritime part of the carriage by virtue of the clause Law and jurisdiction on the face hereof or by virtue of the clause V above.

When the provisions of the International Convention, National Law, if compulsorily applicable, or of the inland carrier's contract of carriage or tariff applicable do not determine an amount of compensation, the Carrier's liability shall in no event exceed £ 100 Sterling lawful money of the U.K. per package or unit.

In the event of loss or damage occurring at sea in circumstances in which the owner/operator of the Vessel is entitled to limit his liability by establishing a limitation fund under the International Convention relating to the Limitation of Liability for Maritime Claims signed at London on 19th November 1976 or under any equivalent applicable convention or national legislation, then the liability of the Carrier shall be limited to the proportion of said limitation fund allocated to the Goods covered by this Bill of Lading.

(7) Scope of Application

Save as otherwise provided herein the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage. The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action be founded in Contract or in Tort.

(8) Inspection of Goods

The Carrier, or any person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier, shall be entitled, but under no obligation, to open any package or Container at any time and to inspect the contents.

If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such package or Container or its contents of any part thereof, the Carrier may without notice to the Merchant abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading.

The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and the Carrier shall not be liable for any loss, damage or delay howsoever arising from any action or lack of action under this clause.

If by order of any authority at any place, the Goods have to be unpacked from the Containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the Goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant, to destroy such Goods, and all expenses and costs incurred therefrom shall be paid by the Merchant.

(9) Time bar

Where the carriage called for by this Bill of Lading is a Combined Transport Shipment and when the provisions of the International Convention or of the National Law, applicable to the non maritime part of the carriage by virtue of the clause Law and Jurisdiction on the face hereof, do not determine a time bar, the Carrier shall be discharged of all liability unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered.

VII SHIPPER-PACKED CONTAINERS

(1) If a container has been stuffed by or on behalf of the shipper, this Bill of Lading shall be a receipt only for the Container(s) and the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by :

- a) the manner in which the Container has been packed, stuffed or loaded, or
- b) the unsuitability of the Goods for carriage in the Container(s) supplied, or
- c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.

The shipper shall inspect Container(s) before stuffing them and the use of the Container(s) shall be prima facie evidence of their being sound and suitable for use.

(2) The Carrier has no responsibility whatsoever for the unsuitability, defective condition or for the functioning of Container(s) not owned nor leased by the Carrier.

(3) The Container and the Goods shall be deemed to constitute one package only for the purpose of determining the limit of the Carrier's liability.

(4) If a shipper-packed Container is delivered by the Carrier with its original seal as affixed by the shipper intact such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

VIII DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers only, if packed by the Shipper or on his behalf, or if otherwise, the total number of packages or other units specified on the reverse side hereof.

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

(3) Any statement herein that iron or steel goods of any description have been shipped in apparent good order and condition does not involve any admission from the Carrier as to the absence of rust, for which the Carrier accepts no responsibility.

IX MERCHANT'S RESPONSIBILITY

(1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Merchant shall indemnify the carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other causes in connection with the Goods.

(3) The Merchant shall comply with all regulations or requirements of custom, port or any other official body and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, expenses and losses arising from inability for the vessel to have a berth, and delay in the voyage, and full return freight for the Goods, if returned, or if on -carried the full freight from the port of discharge or the place of delivery to the amended port of discharge or place of delivery) incurred or suffered by reason of any failure to so comply, or by reason of any lack of documents or of any misdeclaration or omission by the Merchant such as incorrect weight, or any illegal, incorrect or insufficient marking, numbering or addressing of the Goods on the Bill of Lading and shall consequently indemnify the Carrier.

X FREIGHT AND CHARGES

(1) Freight whether prepayable or to be collected 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 Carrier shall have the right to demand payment of freight and charges whether payable at the time of receipt of the Goods or before delivery of the Goods either in the tariff currency or, at its option, in any other transferable currency at the rate of exchange provided for in the applicable tariff.

(3) The freight has been calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure or revalue the contents ; and if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier, and in addition the Merchant shall reimburse the Carrier for all further payments, disadvantages and consequences resulting therefrom.

(4) The Merchant shall be liable to Carrier for the payment of all freight, demurrage, General Average and other charges due hereunder, without discount, together with any Court Costs, expenses and reasonable attorney fees incurred in collecting any sums due 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 the payor's sole risk. Merchant to remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier.

(5) The persons falling within the definition of Merchant in Clause I shall be jointly and severally liable for the payment of any amount due under this Clause X.

XI 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 or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

XII OPTIONAL STOWAGE, DECK CARGO AND LIVE ANIMALS

(1) The Carrier has the right to accept cargo of all kinds dangerous or otherwise for carriage on or under deck, including explosives, munitions, warlike materials or nuclear material. If in connection with any port regulation dangerous or objectionable cargo is submitted to any extra handling en route or final destination, all expenses thereof to be for account of such Goods.

(2) The Carrier is at liberty to stow the Goods in poop, forecastle, deckhouses, shelterdeck, spare-bunkers, tonnage-opening, or any covered-in space and Goods so stowed shall be deemed for all purposes to be stowed under deck, also to carry the Goods below deck and/or on deck in connecting ships and/or lighters and/or any craft whatsoever.

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

(4) Goods whether stowed in containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated that the

Container(s) or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such goods whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of «The International Convention for the unification of certain rules relating to Bill of Lading dated Brussels, the 25th August 1924 amended or not» or for the purposes of «the US Carriage of Goods by Sea Act 1936 (COGSA)», whichever is applicable.

(5) Goods on deck, stated herein to be so carried and live animals are received, handled, loaded, stowed, carried, kept and discharged at Merchant's risk and the Carrier shall not be liable for loss thereof, damage or delay whatsoever and howsoever occurring even though resulting from unseaworthiness of the vessel or from the negligence of the Carrier, its servants or agents or in case of deviation of the vessel.

XIII METHODS AND ROUTE OF TRANSPORTATION

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

- a) use any means of transport or storage whatsoever,
- b) transfer the Goods from one conveyance to another including but not limited to transshipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever,
- c) unback and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise,
- d) proceed 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 any such port is named overleaf as the port of loading or port of discharge) and store the Goods at any such place or port,
- f) 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,
- g) permit the vessel to proceed with or without pilots.

(2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of Goods including bunkering, undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

XIV MATTERS AFFECTING PERFORMANCE

(1) If at anytime the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may, without notice to the Merchant, treat the performance of this contract as terminated and abandon the carriage of the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.

(2) The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

(3) The Carrier undertakes to use all reasonable endeavours to forward Goods, the carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery named in this Bill of Lading.

(4) In such case, transportation to final destination shall be considered as a new contract of carriage and the Carrier shall be entitled to full freight and charges on Goods.

XV PERISHABLE CARGO

(1) By tendering Goods of a perishable nature for carriage without any written request noted on the reverse side of this Bill of Lading for carriage in a specialized Container or within a specific temperature range, or subject to any special care, or for carriage otherwise than in a Container the merchant accepts that the carriage may properly be undertaken in a general purpose Container without any special attention.

(2) In case of refrigerated Container(s) packed by or on behalf of the Merchant, the Merchant undertakes that the Goods have been properly stowed in the Container(s) and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier.

(3) The Merchant's attention is drawn to the fact that the refrigerated Container(s) are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature, and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation.

(4) If the above requirements are not complied with, the Carrier shall not be liable for any loss or damage to the Goods howsoever arising.

XVI DANGEROUS GOODS

(1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active or damaging nature, or which are or may become liable to damage any property, whatsoever, without previously giving written notice of their nature to the Carrier who must give his express consent in writing for the carriage. The Container(s) or other covering in which the Goods are to be transported have to be distinctly marked on outside so as to indicate the nature and character of any such Goods as required by any laws or regulations which may be applicable during the carriage.

(2) If any such Goods are delivered to the Carrier without such written consent and marking or if, at any time, these goods become of a dangerous, inflammable radio-active or damaging nature, they may, at any time or place, be unloaded, destroyed, disposed of, abandoned or rendered harmless with compensation to the Merchant and without prejudice to the Carrier's right to freight, and if the Merchant has not given notice of their nature to the Carrier, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

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

(4) Whether or not the merchant was aware of the nature of the Goods, he shall indemnify the Carrier against all claims, losses, damages or expenses arising out in consequence of the carriage of such Goods.

XVII REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

XVIII NOTIFICATION AND DELIVERY

(1) Notification

Any mention herein of parties to be notified of the arrival of the 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 obligation hereunder.

(2) Remittance to public organism

In any case the remittance of the Goods to any public, semipublic or monopolistic organism entitled to receive them shall be considered as delivery and the responsibility of the Carrier shall wholly cease at the time of such remittance. Similarly the forced delivery to customs or any other authority whether effective or purely formal shall constitute delivery of the Goods.

(3) Delivery at port of discharge

In case of Port to Port Shipment, the Merchant shall take delivery of the Goods upon discharge and all expenses incurred by reason of the Merchant's failure or inability to take delivery of the Goods as aforesaid will be for the Merchant's account. The Carrier shall be at liberty to discharge the Goods or any part thereof at the port of discharge, without notice, and -whatever the law or the custom of the port- the responsibility of the Carrier in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease on discharge from the vessel according to the provisions of Clause IV above.

(4) Delivery at place of delivery

In case of Combined Transport Shipment, the Merchant shall take delivery of the Goods or Containers within the time provided for in the Carrier's Tariff incorporated herein (clause II) or, in any case, within 6 days following the sending by the Carrier or his agent of a registered letter giving notice to the Merchant that the Goods or Containers are available and requesting the Merchant to take delivery of the Goods or containers. The responsibility of the Carrier shall wholly cease by the remittance of the Goods or Containers to the Consignee or any person acting on his behalf or in case of failure of the Merchant to take delivery of the Goods within 6 days of the formal request given by the Carrier to do so. Where the carriage called for by this Bill of Lading is Combined Transport Shipment, the Carrier may request the remittance of the Bill of Lading from the Merchant at the port of discharge prior to the inland carriage. Should the Merchant have failed to remit the Bill of Lading, then the responsibility of the Carrier shall wholly cease and delivery shall be deemed to have taken place at the port of discharge.

(5) Failure to take delivery (Port to Port Shipment and Combined Transport)

a) Whenever delivery of the Goods or Containers is not taken by the Merchant in due time, the cost of the storage and or containers demurrages shall forthwith upon demand be paid by the Merchant to the Carrier ;

b) If the delivery of the Goods or any part thereof is not taken by the Merchant in accordance with this Bill of Lading, the Carrier may without notice unpacked the Goods or that part thereof if packed in Containers and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. If the Merchant fails to take delivery of the Goods or part of them within thirty days of delivery becoming due under sub-clause 3 or 4 above, or if in the opinion of the Carrier they are likely to be stolen, deteriorated, decayed, become worthless or incur charges whether for storage, demurrages or otherwise representing more than fifty percent of their possible proceeds of sale, the Carrier may, at his discretion and subject to his lien and without notice and without any liability whatsoever attaching to him, sell or dispose of the Goods by auction or by private treaty and apply to proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

c) Refusal by the Merchant to accept delivery of the Goods in accordance with the terms of the Bill of Lading shall constitute an absolute waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or carriage thereof.

XIX BOTH-TO-BLAME COLLISION CLAUSE

If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay to the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ships or objects are at fault in respect to a collision, contact, stranding or other accident.

XX GENERAL AVERAGE

(1) In the event of accident, danger, damage, or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant 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 of the Goods.

(2) General average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York/Antwerp Rules 1994, this covering all Goods, whether carried on or under-deck.

(3) Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

(4) If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving Vessel or vessels belonged to strangers.

XXI VARIATION OF THE CONTRACT

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

XXII VALIDITY OF THE CLAUSES

In the event that anything herein contained is inconsistent with any applicable international convention or national law which, cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

Réf. 300 - 11/99