

LINER BILL OF LADING

1. Shipper \_\_\_\_\_

Reference No. \_\_\_\_\_ B/L No. \_\_\_\_\_



2. Consignee \_\_\_\_\_

AFRICA SERVICE

3. Notify address \_\_\_\_\_

Euroafrica Shipping Lines Limited  
 3105 Limassol, 229 Arch. Makariou III Avenue, Cyprus  
 Correspondence address:  
 70-952 Szczecin, ul. Energetyków 3-4, Poland  
 Tel. +4891 8143 255/256, fax +4891 8143 315  
 e-mail:info@euroafrica.com.pl, www.euroafrica.com.pl

4. Pre-carriage by\* \_\_\_\_\_ 5. Place of receipt by pre-carrier\* \_\_\_\_\_

6. Vessel \_\_\_\_\_ 7. Port of loading \_\_\_\_\_

8. Port of discharge \_\_\_\_\_ 9. Place on delivery by on-carrier\* \_\_\_\_\_

10. Marks and Nos. for FCL shipments container marks and nos, to be stated	11. Number and kind of packages	12. Description of goods	13. Gross weight	14. Measurement
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Particular above declared by Shipper  
 Freight and charges

SHIPPED on board in apparent good order and condition; weight, measurement, marks, numbers, quality, contents, value, sufficiency and durability of packing for transport by sea unknown, for carriage to the Port of Discharge or so near thereto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, terms and conditions on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

Law and Jurisdiction

Any claim or action against the Carrier, arising from or in connection with this Bill of Lading whether in breach of contract or in tort or otherwise shall be governed by and construed in accordance with Polish law and subject to the exclusive jurisdiction of the courts of Poland. Alternatively, the Carrier may, in its sole discretion, file suit against the Merchant in a court of competent jurisdiction at the Merchant's place of business.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.  
 IN WITNESS whereof the Master of the vessel, or agent duly authorised by the Master or by the Carrier has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

15. Freight payable at \_\_\_\_\_ 16. Place and date of issue \_\_\_\_\_

17. Number of original bs/l \_\_\_\_\_ 18. Signed for Carrier, i.e.  
for Euroafrica Shipping Lines Limited

\* Applicable only when document used as a Through Bill of Lading

Terms and condition of carriage continued on reverse

## 1. Definitions.

“**Carrier**” means the party on whose behalf this Bill of Lading has been signed.  
“**Merchant**” includes the charterer, shipper, receiver, consignee, the holder of the bill of lading, the owner of the Cargo, any person who has booked the Contract and any person entitled to possession of the Cargo of this Bill of Lading.  
“**Goods**” and/or “**Cargo**” means any and all cargo received from the Shipper and includes the packaging and any equipment or container not supplied by or on behalf of the Carrier.  
“**Vessel**” means the vessel designated on the front page hereof or a substitute, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage of goods by sea.  
“**Contract**” means the contract of carriage pursuant to the booking note or other form of agreement with the Merchant for the carriage of the Goods and the Bill of Lading (when issued).

## 2. Liability

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (“the Hague-Visby Rules”) as amended by the Protocol signed at Brussels on 23 February 1968 (“the Hague-Visby Rules”) and as enacted in the country of shipment shall apply to this Contract.  
(b) When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination, apply compulsorily to this Contract.  
(c) The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract. Where the Hague or Hague-Visby Rules are not compulsorily applicable to this Bill of Lading, the Carrier shall be entitled to the benefits of all privileges, rights and immunities contained in Articles I to VIII of the Hague-Visby Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague-Visby Rules shall be GBP 100.  
(d) If the contents of a container or similar article of transport are not made known to the Carrier prior to loading, the container or such article of transport shall be deemed a “package” or “unit” under the Hague Rules and the Hague-Visby Rules or other applicable law.  
(e) The Carrier shall in no case be responsible for loss of or damage to the Cargo arising prior to loading and/or after discharging. In the event that the Bill of Lading covers a shipment to or from the United States, U.S. COGSA shall be applicable before the Goods are loaded on or after they are discharged from the Vessel.  
(f) Advertised sailings and arrivals are only estimated times. The Carrier shall not be responsible for any loss or damage sustained by the Merchant through delay in delivery of the Goods and in no event shall the Carrier be responsible for consequential loss or damage. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading, or to the limitation amount determined in sub-clauses 2(a)-(e), whichever is the lesser.  
(g) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the Cargo under sub-clauses 2(a)-(e) or, if applicable, the Special Clauses.  
(h) In the event that the Bill of Lading covers a shipment to or from the United States, the U.S. Carriage of Goods by Sea Act of 2 United States of America 1936 (U.S. COGSA) shall apply in accordance with Special Clause B(1). The provisions stated in said Act shall govern and apply before loading and after discharge and throughout the entire time the Cargo is in the Carrier’s custody.

## 3. Law and Jurisdiction

Any claim or action against the Carrier, arising from or in connection with this Bill of Lading whether in breach of contract or in tort or otherwise shall be governed by and construed in accordance with Polish law and subject to the exclusive jurisdiction of the courts of Poland. Alternatively, the Carrier may, in its sole discretion, file suit against the Merchant in a court of competent jurisdiction at the Merchant’s place of business.

## 4. Deck Clause

(a) Cargo which by the Contract is stated as being carried on deck and is so carried shall be shipped on deck at the Merchant’s sole risk, expense and insurance. The Carrier is not responsible for any expenses, delay in delivery, loss of or damage to the Goods carried on deck whatsoever and howsoever caused.  
(b) If this Contract for shipment is subject to the U.S. Carriage of Goods by Sea Act, 1936 (U.S. COGSA), then the Carrier shall be liable for loss of or damage to the Goods or to the perils inherent in such carriage but in all other respects subject to the provisions of the U.S. COGSA as if carried under deck.  
(c) The Carrier shall indemnify the Carrier against all liability, damage, and loss of whatsoever nature sustained by the Carrier and/or the Owner of the Ship and caused by or arisen due to the carriage of Deck Cargo.

## 5. The Scope of Voyage

(a) As the Vessel is engaged in liner service, the intended voyage shall not be limited to the direct route, but shall be deemed to include any proceeding, returning to, deviation from, stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service, including (but not limited to) bunkering, loading, discharging or other cargo operations and maintenance of the Vessel and/or Crew.  
(b) The Carrier and the Vessel shall not be liable for any delay or damage in the Discharging Port(s) rotation, or time lost as may be caused, but not limited to adverse weather, or sea conditions, and this shall not be considered as Carrier’s fault and as unjustified.

## 6. Substitution of Vessel, Transshipment and Forwarding

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the Goods to their port of destination by a third Vessel or other vessel or vessels either belonging to the Carrier or by other means of transport, or by other means of transport, or indirectly to such port and to carry the Goods or part of them beyond their port of destination, and to trans-ship, land and store the Goods either on shore or afloat and reship and forward the same at Carrier’s expense but at Merchant’s risk. When the ultimate destination at which the Carrier may have engaged to deliver the Goods is other than the Vessel’s port of discharge, the Carrier acts as Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

## 7. Lighterage

Any lighting in or off ports of loading or ports of discharge is to be for the account of the Merchant.

## 8. Loading, Discharging, Dead Freight, Detention and overtime charges

(a) Loading and discharging of the Cargo shall be arranged by the Carrier or his agent.  
(b) The Merchant shall, at his risk and expense, handle and/or store the Cargo before loading and after discharging.  
(c) Loading and/or discharging may commence without prior notice.  
(d) The Merchant or his agent shall tender the Cargo as fast as the Vessel can load, day and night, and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant or his agent fails to tender the Cargo when the Vessel is ready to load or fails to tender as fast as the Vessel can load the Cargo, the Carrier shall be relieved of any obligation to load such Cargo and shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges and/or for detention at the rate of EUR 1 per ton of the Vessel’s gross register tonnage per day pro rata, payable day by day for the period of any delay whenever applicable by Carrier.  
(e) The Merchant or his agent shall take delivery of the Cargo as fast as the Vessel can discharge, day and night, and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant or his agent fails to take delivery of the Cargo, the Carrier shall be relieved of any obligation to discharge the Cargo and shall be deemed fulfillment of the Contract. Should the Cargo not be applied for within reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his agent fails to take delivery of the Cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges and/or for, detention at the rate of EUR 1 per ton of the Vessel’s gross register tonnage per day pro rata, payable day by day for the period of any delay.  
(f) At the Loading Port and Discharging Port, Cargo shall be received and delivered under hook and alongside the Vessel by and at the risk and expense of the Merchant. Cargo shall always be received and delivered within reach of the Vessel’s gear and in the sequence as directed by the Master or the Carrier’s port captain. This provision can be varied if agreed by the parties, e.g. if it is agreed that the Cargo shall be carried on the terms “Liner In/Free Out” or “Free In/Liner Out” or “Free In/Free Out”.  
(g) When stevedores are employed and paid by the Merchant the stevedores work at the risk of the Merchant. The Merchant shall be liable to the Carrier for the negligence of stevedores whom the Merchant has appointed, including costs for repairing any stevedore damage and for any time lost at the detention rate stipulated in sub-clauses 8(d) and (e).  
(h) A notice of readiness may be tendered by the Carrier on arrival at or off the Loading and/or Discharging Port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and whether in free pratique or not.  
(i) Should the Vessel not be able to berth for any reason after 48 hours of arriving at or off the Loading Port, the Carrier is entitled to detention at the rate of EUR 1 per ton of the Vessels gross register tonnage per day pro rata. Should the Vessel be unable to berth within 48 hours from arrival at the Discharging Port, the Carrier shall be entitled to detention at the rate of EUR 1 per ton of the Vessels gross register tonnage per day pro rata.

## 9. Freight, Deadfreight and Charges

(a) Freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event, Vessel and/or Cargo lost or not. The Carrier’s claim for

any charges under this Contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 2 percent per month pro rata shall run from the date when freight and/or charges and/or other Carrier’s claims are due.

(b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the Cargo for any of the aforementioned reasons always if requested or caused by reason on side of Merchant and/or Cargo.

(c) The Merchant shall accept its reasonable proportion of unidentified loose Cargo.

(d) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.

(e) The Merchant shall be liable for all fines and/or losses which the Carrier, Vessel or Cargo may incur through nonobservance of customs and/or import or export regulations.

(f) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the Goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the correct value of the Goods the Carrier has the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight measured or value verified.

(g) Freight and other amounts due to the Carrier shall be paid when due without any set-off, counter claim, or deduction unless otherwise specified on demand. Every Person defined as Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and other amounts due to the Carrier and for the performance of the obligations of each of them hereunder until while demanding the release of the Goods.  
(h) Dead freight payable by the Merchant under the terms of this Contract shall be calculated amounts quantified on the basis of the applicable freight rate, less any stevedoring and port costs saved. The Carrier shall not be required to call the Loading Port in order to be entitled to dead freight.

## 10. Lien

The Carrier shall have a lien on all Cargo for any amount due (including but not limited to freight and detention) under this Contract and/or other contracts between the Merchant and Carrier, including terminal charges and the costs of recovering the same (including legal fees) and shall be entitled to sell the Cargo privately or by auction to satisfy any such claims.

## 11. General Average, Salvage and Amended Jason Clause

General Average shall be adjusted according to York-Antwerp Rules 2016 at any port or place to which the Cash deposit and the bill of lading are released or the damage, cargo deposits to be transferred to other currency at Carrier’s option. If the Carrier delivers the Goods to the Merchant without claiming any Average Bond, deposit or other security as deemed acceptable by the Carrier the Merchant, by receiving the Goods, becomes personally liable for the contribution to the General Average up to the C.I.F. value of the Goods, provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Goods in its intention to declare General Average. Cargo’s contribution in General Average shall be paid to the Carrier even if such average is due to the fault, neglect or error of the master, pilot or crew or to the unseaworthiness of the Vessel not resulting from any lack of due diligence on the part of the Carrier.

In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is responsible by statute, contract or otherwise, the goods and the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of General Average nature that may be made or incurred and shall save pale and special charges incurred in respect of the Goods.

In the event of salvage services being rendered to the Vessel or to the Goods, the Carrier may require the Merchant to furnish such separate security in respect of the Goods as may be demanded by the salvor to satisfy his claim for salvage remuneration.

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. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods and the Merchant to the carrier before delivery.

In case of collision or other accidents, salvage, etc. the measures and arrangements of the Captain or the Carrier shall be collectively binding upon the Merchants.

## 12. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Carrier shall be at liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the Vessel or any Goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, piracy and/or other hostilities, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the Cargo at port of loading or at any other safe and convenient port.

(c) Should it appear that epidemics, quarantine, ice labor troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore, difficulties in loading or discharging would prevent the Vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in usual manner and departing therefrom, all of which safely and without delay, the Master may discharge the Cargo at port of loading or at any other safe and convenient port.

(d) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfillment of the Contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the Goods.

(e) If any situation referred to in this clause may be anticipated, or if for any such reason the Vessel cannot safely or without delay reach or enter the loading port of must undergo repairs, the Carrier may cancel the Contract before the Bill of Lading is issued.

(f) Any deviation or change in the Discharging Port due to environmental hazards caused by the Cargo and/or its packaging, damage etc. (whether discoverable at the time of loading or thereafter) shall be for the account of the Merchant and shall not be considered as unjustified. Any costs, liabilities, losses, time lost etc. so incurred shall be for the Merchant’s account.

(g) The Merchant shall be informed accordingly if possible.

## 13. Parties’ Responsibilities

(a) The Bill of Lading shall prima facie evidence of receipt of the Goods by the Carrier in accordance with the terms of the contract of carriage.

(b) The Shipper shall be deemed to have guaranteed to the Carrier at the time the Goods were received by the Carrier the accuracy of the description of the Goods, their marks, numbers, measurements, quantity and weight, as furnished by the Shipper, and the Shipper shall indemnify the Carrier against all loss, damage and expenses arising out of or resulting from the inaccuracies or in inadequacy of such particulars.

(c) The Carrier shall in no event be liable for any losses, liabilities, costs, damages, etc. of whatsoever nature whatsoever arising out of or in connection with the Goods if the nature or value thereof has been knowingly mis-stated in the Shipper’s (or other relevant party’s) e.g. the Merchant’s) declaration. Furthermore, any liability of the Carrier, if arising, should, without prejudice to other exclusions or limitations of the Carrier’s liability available to the Carrier under this Bill of Lading, be limited to the actual loss suffered by the Merchant.

(d) The Packing of the Cargo  
The Carrier shall in no event be liable for any losses, liabilities, costs, damages, etc. of whatsoever nature whatsoever arising out of or in connection with insufficient durability of packages, cases, bags etc. used to ship the Cargo or poor quality of any such packing. The Merchant is fully responsible for all such losses, liabilities, costs, damages, etc. of whatsoever nature and the Merchant will always keep the Carrier indemnified for same. Furthermore, the Merchant shall hold the Carrier harmless for any claims whatsoever arising out of or in connection with insufficient packaging. In case two or more parties are liable in respect of such losses, liabilities, costs, damages, etc. of whatsoever nature they are liable jointly and severally to the Carrier.

## 14. Sub-contracting, Exemptions and immunities of all sub-contractors, servants and agents of the Carrier

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

(b) It is hereby expressly agreed that no sub-contractor, servant or agent of the Carrier shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which is the Carrier entitled hereunder shall also be available and shall extend to protect every such sub-contractor, servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee for the Merchant and for the benefit of persons who are or might be his sub-contractors, servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Bill of Lading.

(d) The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such sub-contractor, servant or agent of

the Carrier for any such loss, damage or delay or otherwise, up to the extent such sum had been earlier covered by the Carrier. The expressions “sub-contractor”, “servant” and “agent” used herein in respect of the parties employed by the Carrier shall include direct and indirect sub-contractors, servants and agents of the Carriers, in particular (but not limited to) the owners of the Vessel on which the Goods are loaded.

## 15. Stowage, Optional Stowage, Lifting of Cargo, Accommodation

(a) The Cargo loaded under this Contract is to be carried as per Cargo, shipped on and/or under deck WHENEVER AGREED BETWEEN PARTIES. If carried on deck, bills of lading shall be endorsed accordingly.

(b) All Cargo shall be fully secured, if a particular Cargo item is not flat at their bottoms, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the Cargo shall be for the Merchant’s account. Cargo securing shall always be accomplished to the Master’s satisfaction. In case the Merchant or the Merchant’s representative requires additional Cargo securing, this shall be for the Merchant’s account.

(c) Any specially required spreaders bars, wires, lifting frames, beams, slings, cradles or saddles not already on board the Vessel shall be supplied by the Merchant at his expense and responsibility and be certified by a recognized classification society. If the Vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the Cargo is to be suitably packed for transportation and the Carrier is not liable for any corrosion and/or discoloration occurring from condensation.

(d) The Carrier shall have the OPTION to LOAD and stow Cargo by means of Containers AT HIS COST.

(e) The Carrier shall have the right to carry the Cargo, whether packed in containers or not and whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

(f) The Carrier’s liability for Cargo stowed as aforesaid shall be governed by the Hague Rules or Hague-Visby Rules or other applicable law as incorporated herein notwithstanding the fact that the Goods are being carried on deck and the Goods shall contribute to general average and shall receive compensation in general average.

(g) The Merchant shall be liable to the Carrier for being in breach of any obligations pursuant to this clause 18, including but not limited to loss of time, personal injuries, and any damage to the Vessel, her servants and/or equipment.

## SPECIAL CLAUSES

### A. Dangerous Goods

(1) No Goods which are or may become dangerous, inflammable or damaging (including radio-active material(s)) or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without his express consent in writing and without the container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as comply with any applicable laws regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become a dangerous inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier’s right to freight.

(2) The Merchant undertakes that the 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.

(3) Any lift weighing over two tons gross must be declared in writing to the Carrier or Master before shipment and the weight must be stenciled clearly on the package. All expenses for loading and discharging of lifts of more than five tons to be borne by the Merchant unless expressly agreed otherwise.

(4) Whether or not the Merchant was aware of the nature of the Goods or their weight, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.

(5) Nothing contained in this clause shall deprive the Carrier any of his rights otherwise provided.

### B. U.S. Trade. Period of Responsibility

(1) In the case of the Contract evidenced by this Bill of Lading covers a shipment to or from a port in the United States, including any U.S. territory, the U.S. Carriage of Goods by Sea Act of the United States of America 1936 (U.S. COGSA) shall apply. The provisions stated in said Act shall govern and apply before loading and after discharge and throughout the entire time the Cargo is in the Carrier’s custody and in which event freight shall be payable on the Cargo coming into the Carrier’s custody.

(2) If the U.S. COGSA applies, and unless the nature and value of the Cargo has been declared by the Merchant before the Cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the Cargo in an amount exceeding USD 500 per package or customary freight unit.

(3) The No. of Pkgs., Kind of Packages and Description of the Cargo on the face of the Bill of Lading conclusively establishes the package or customary freight unit for package limitation purposes under U.S. COGSA, including during any pre-loading or post-discharge contractual extension of said Act.

(4) For package limitation purposes under U.S. COGSA, it is agreed that the meaning of the word “package” shall be any palletised, pre-slung and/or unitised assemblage of cartons or bags which have been palletised, pre-slung and/or unitised for the convenience of the Merchant, regardless of whether said pallets, slings or units are disclosed on the front of this Bill of Lading.

### C. Merchant’s packed containers, trailers, transportable Tanks, Flats, Pallets, Cases and Crates

(1) If a container has not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods caused by:  
(a) the manner in which the container has been filled, stowed, packed, stuffed or loaded; or  
(b) the unsuitability or defective condition of the container for carriage in containers; or  
(c) the unsuitability or defective condition of the container provided that where the container has been provided by or on behalf of the Carrier this paragraph (c) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the container was filled, stowed, packed, stuffed or loaded.

(2) The provisions of sub-clause (1) of this clause will also apply with respect to trailers, transportable tanks, flats and pallets that have not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier.

(3) The Carrier is not responsible or liable in respect of the functioning, malfunctioning or any defect whatsoever associated with reefer equipment, containers, trailers, transportable tanks, flats, and pallets which have been supplied by the Merchant.

(4) The Merchant shall indemnify the Carrier against any loss, damage liability or expense whatsoever arising from or resulting from any loss, damage, liability or expense in sub-clause (1) (a)-(c), (2) and (3) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (1) (c) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless one of the provisions referred to in that paragraph apply.

### D. Iron and Steel Angles, Bars, etc., loose or in bundles

Every piece and bundle shall be distinctly marked with oil paint and every bundle must be securely fastened and metal tagged, otherwise the Carrier shall not be responsible for correct delivery and all expenses incurred at the port of discharge consequent upon insufficient marking or securing will be payable by Merchant.

### E. Detention

In sub-clauses 8 (d) and (e), detention shall also be paid by the Merchant at the same rate per day pro rata, payable day by day, for any delay in waiting for loading or discharge at or off the port or berth, including time lost due to swell, tide or congestion, shifting, re-nomination of the berth due to the Merchant’s request, impossibility to leave the berth after loading or discharging is completed, delay directly or indirectly caused by the late payment of outstanding freight by the Merchant, or any other reason beyond the control of the Carrier. The Merchant shall also be liable for any extra costs, including but not limited to standby charges for stevedores and shore cranes, during such delay.

### F. Discharging Berth

All Goods carried under this Bill of Lading to be loaded and discharged at the regular berth of the Line or on other berth as per Carrier’s exclusive discretion only or other berth or limits of the port as specifically provided in the contract and agreed by Carrier.

G. Freight whether payable at destination or elsewhere as previously agreed, except as for prepayable freight, to be considered as earned upon shipment and not to be returned or relinquished, Vessel and/or Goods lost or not.

### H. BIMCO Clauses

The following BIMCO Clauses or their latest edition/revision, available on request, as applicable at the time of signing this Contract for carriage are deemed to be incorporated into this Contract:

(a) Both-to-Blame Collision Clause. (This clause to remain in effect even if unenforceable in the Courts of the United States of America)

(b) BIMCO Sanction Clause for Time Charter Parties. For the purpose of this clause whenever “Owners” is referred it equally means “Owners and Carrier and wherever “Charterers” is referred it means “Merchant”.

(c) ISPS/MTSA Clause for Voyage Charter Parties 2005