

TERMS AND CONDITIONS FOR OPDR BILLS OF LADING

Carrier	means Oldenburg-Portugiesische Dampfschiffs-Rhederei GmbH & Co. KG, HAMBURG
Merchant	includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading.
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 consigning of the Goods to this Bill of Lading or otherwise.
Person Sub-Contractor	includes an individual, group, company or other entity, includes owners and operators of vessels (other, than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage.
indemnity Goods	includes defend, indemnify and hold harmless means the whole or any part of the cargo received from the Shipper and includes any equipment or container not supplied by or on behalf of the Carrier.
Container	includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any equipment thereof or connected thereto.
Carriage	means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods
Combined Transport	arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.
Port to Port Shipment Freight	arises if the Carriage called for by this Bill of Lading is not Combined Transport. Includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.
Hague Rules	means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 without the amendments by the Protocol signed at Brussels on 23rd February, 1968.
Hague-Visby Rules	means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968.
USA	includes the United States of America and the territories where the United States Carriage of Goods by Sea Act ("COGSA") is applicable.

1. CARRIER'S TARIFF

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

2. WARRANTY

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

3. SUB-CONTRACTING AND INDEMNITY

- (1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.
- (2) The Merchant undertakes that no claim or allegation shall be made against any Person whatsoever (including all Sub-Contractors of the Carrier and including all subcontractors of subcontractors and including the shipowner and/or bareboat charterer and/or charterer of the vessel) by whom the Carriage is performed or undertaken, other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned by any such Person, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person shall have the benefit of every right, defence, limitation and liability of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for his benefit.
- (3) The provisions of Clause 3 (2), including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.
- (4) The Merchant further undertakes that no claim or allegation which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

4. DELIVERY OF CARGO BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY

In the event that Consignees/receivers of the cargo require the Carrier to deliver cargo at a port or place beyond the Port of Discharge or the Place of Delivery, as applicable, designated in this Bill of Lading and the Carrier in his absolute discretion agrees to such further carriage, such further carriage will be undertaken on the basis that the Bill of Lading terms and conditions are to apply to such carriage as if the ultimate destination agreed with Consignees/receivers had been included in the description of the transport on the face of this Bill of Lading.

5. CARRIER'S RESPONSIBILITY

Port-to-Port Shipment

- (1) If the Goods have been lost or damaged between the time of loading on the Vessel until the time of discharge from the Vessel, the Carrier's responsibility shall be determined in accordance with German law making the Hague-Visby Rules compulsorily applicable to this Bill of Lading. In the event this Bill of Lading has been issued in Germany or a country in which the Hague Rules are compulsorily applicable and this Bill of Lading covers a shipment from or to Germany and such afore-said country or between such afore-said countries, the Carrier's responsibility shall be determined in accordance with German law making the Hague Rules compulsorily applicable.
- (2) COGSA shall apply in all cases where this Bill of Lading covers a shipment to or from the USA from the time of loading onto the Vessel until the time of discharge from the Vessel.
- (3) The Carrier shall be under no liability whatsoever for loss of or damage to the goods caused prior to loading or or subsequent to discharge from the Vessel unless such loss or damage was caused by an act or omission of the Carrier himself (excluding inter alia acts or omissions by Sub-Contractors) done with intent to cause damage or recklessly with knowledge that damage would probably result. Notwithstanding the above in case and to the extent that the applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liability in the Hague-Visby Rules, notwithstanding that the loss or damage did not occur prior to loading on or prior to discharge from the vessel or whether this Bill of Lading covers a shipment to or from the USA. In the event COGSA is applicable, COGSA shall also apply prior to loading on and after discharge from the vessel.

6. CARRIER'S RESPONSIBILITY

Combined Transport

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

(1) If the stage of the Carriage during which the loss or damage occurred is known

If the place of damage to loss of the Goods is known, the liability of the Carrier in respect of such loss or damage shall be determined:

a. by the provisions contained in any international convention which provisions-

- (i) would be applied by private contract to the detriment of the Merchant, and
 - (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention applicable, or
- b. if the loss or damage occurred during the port-to-port leg, the Carrier's liability shall be determined by the laws set out in Clause 6 above as if a separate contract for the port-to-port leg had been made with the Carrier.
- c. For all other cases, the law applicable to such leg of transport shall apply.
- d. If the law applicable according to this Clause 6 is not compulsory and provides for liability exceeding 2 Special Drawing Rights as defined by the International Monetary Fund ("SDR"), the Carrier's liability shall never exceed 2SDR/kg of gross weight of the Goods lost or damaged.

(2) If the stage of the Carriage during which the loss or damage occurred is not known

If the stage of the Carriage during which the loss or damage occurred is not known, the Carrier's liability shall be determined in accordance with German law incorporating the Hague-Visby Rules. **IN NO EVENT SHALL THE LIABILITY OF THE CARRIER EXCEED 2 SDRIK/G OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED.**

- (3) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 6 (1) (d) and Clause 6 (2) if it is proven that the damage resulted from an act or omission of the Carrier or his servants done with intent to cause damage or recklessly with knowledge that damage would probably result. However, if the loss or damage occurred during Carriage of Goods by Sea (to which maritime law applies), where a law is entitled to benefit of the limitation of liability provided for in Clause 6 (1) (d) and Clause 6 (2) except, where a law is applied making the Hague-Visby Rules compulsorily applicable and it is proven that the damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly with knowledge that damage would probably result.

(4) If the Place of Receipt or Place of Delivery is not named on the face hereof

Subject to Clause 5, if the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, if such loss or damage arises prior to loading onto the vessel.

If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, if such loss or damage arises subsequent to discharge from the vessel.

(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 or damage to the Goods, indicating the general nature of such loss or damage, has been given in writing to the Carrier or to his representative at the Place of Delivery (or the Port of Discharge if no Place of Delivery 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 thereunder under this Bill of Lading, or, if the loss or damage is not apparent, within three working days thereafter.

(6) Time-bar

The Carrier shall be discharged of all liability unless suit is brought and notice thereof given to the Carrier within one (1) year after delivery of the Goods or, if the Goods are totally lost, one (1) year after the date the Goods would have been delivered.

7. SUNDRY LIABILITY PROVISIONS

(1) Ad Valorem

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated on this Bill of Lading and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for

the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(2) Delay

a. The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall not be liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing, the Carrier is held responsible for the consequences of any delay it is hereby expressly agreed that the Carrier's liability shall not exceed the amount of freight under the contract of carriage.

b. Subclause (a) above shall also be applicable in case the Carrier fails to supply a container at the promised time.

c. Subclauses (a) and (b) above shall not apply if a delay is caused by an act or omission of the Carrier himself (excluding inter alia Sub-Contractors) done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(3) Scope of Application

The right, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading or under statute shall apply in any action or proceeding brought against the Carrier for loss or damage or delay, whether the action be founded in contract, tort or otherwise.

(4) Indirect or consequential Loss or Damage

Save as is otherwise provided herein, the Carrier shall not be liable for indirect or consequential loss or damage, loss of profit or any loss of business. This does not apply in case of an act or omission of the Carrier himself (excluding inter alia Sub-Contractors) done with intent to cause damage or recklessly and with knowledge that damage would probably result or in case of violation of essential contractual obligations by the Carrier. In any event, liability of the Carrier shall be limited to foreseeable damages typically arising.

(5) Inspection by Authorities

If by order of the authorities at any place, a container has to be opened for the Goods to be inspected and/or scanned by means of x-ray, the carrier will not be liable for any loss or damage incurred as a result of any transport, opening, unpacking, inspection, x-raying or repacking.

The carrier shall be entitled to recover the cost of such transport, opening, unpacking, inspection and repacking as well as for the accompanying documentation from the Merchant.

8. SHIPPER-PACKED CONTAINERS

(1) If a Container has not been packed by or on behalf of the Carrier:

- The Carrier, shall not be liable for loss or damage to the Goods caused by:
- a. the manner in which the Container has been packed or filled, or
 - b. the unsuitability of the Goods for carriage in the Container supplied, or
 - c. the unsuitability or defective condition of the Container, unless the Container has been provided by or on behalf of the Carrier and such unsuitability or defective condition arose or was not detected due to want of due diligence on the part of the Carrier. The Shipper shall inspect all containers provided by the Carrier before stuffing them and the use of such containers shall be prima facie evidence that the Container is in good order and sound and suitable for use, or
 - d. packing refrigerated Goods, that are not at the correct temperature for carriage, or
 - e. the incorrect setting of any thermostatic ventilation or other special controls of the Container.

(2) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and whatsoever arising caused by one or more of the matters referred to in Clause 8 (1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 8 (1) (c), the Merchant shall not be liable to indemnify the Carrier in respect thereof if the loss or damage were caused by a want of due diligence on the part of the Carrier or the defect could not have been detected by the Shipper upon reasonable inspection of the Container.

(3) Transport of container from or to house of shippers or receivers includes totally two hours for handling of full container at terminal and stuffing or stripping of container in premises of shippers or receivers. Any hour or fraction in excess to be for account for receivers. All freight rates applied for transport from/to house of shippers/receivers are subject to any surcharges introduced by road hauliers or river services for bunker (increases or high/low water excludable). Such surcharges to be paid by receivers before delivery of the containers if so demanded by the shipping line. Rates from/to house cover haulage and THC but all other dues/taxes and charges are excluded. All expenses after unloading of the container from the vessel at the port of discharge, including dunnage and stripping requested either by consignee or customs are for account of the cargo.

9. PERSHABLE CARGO

- (1) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless it is noted on the face of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way.
- (2) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice to the Carrier and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier.
- (3) The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze zero 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 of or damage to the Goods whatsoever arising.
- (5) The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by the Carrier or related companies.

10. 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 container or package at any time and to inspect the Goods in the container.

11. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears all or part of the condition, the Goods or any part thereof cannot safely or properly be carried or carried further, either all or without incurring additional expense or taking any measure(s) in relation to the carrier or further, the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the carriage thereof, and/or sell or dispose of the Goods, and/or abandon the cargo and/or store them ashore or afloat whichever the Carrier considers most appropriate, which abandonment, storage, sale or disposal 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 unless due solely to the Carrier's fault.

12. DESCRIPTION OF GOODS

Except as otherwise expressly provided herein, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

- (1) If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of the Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading.
- (2) The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that except when the provisions of Clause 7 (1) apply, the inclusion of the Goods in the Bill of Lading is for the benefit of the Merchant.

13. SHIPPER'S/MERCHANT'S RESPONSIBILITY

- (1) All the provisions concerning within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations and warranties undertaken by the Merchant in this Bill of Lading.
- (2) The Shipper 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 adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband.
- (3) The Merchant shall indemnify the Carrier against all claims, loss, damage, fines, and expenses arising or resulting from any breach of any of the warranties in Clause 13 (2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.
- (4) The Merchant shall comply with all regulations or requirements of custom, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional carriage undertaken, incurred or suffered by reason of any failure to comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

- (5) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a container not be returned within the time prescribed, demurrage will be charged as mentioned in the Carrier's Tariff.
- (6) The Merchant is liable for any loss, damage or expense incurred by the Carrier as a result of the Merchant's failure to return the Container in a condition suitable for its normal use, including operationally intact, sound, clean, unless such failure is caused by an act or omission of the Carrier, his servants or Sub-Contractors.

14. FREIGHT

- (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
- (3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that liquidated damages shall be payable to the Carrier, in accordance with the applicable Tariff.
- (4) All freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

15. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill of Lading or the underlying Contract of Carriage and for general average contributions, salvage and costs of recovering such sums, including reasonable attorneys fees, to whomsoever due and such lien shall survive delivery. In any event, the Carrier may enforce the lien by public auction or private sale.

16. OPTIONAL STOWAGE AND DECK CARGO

- (1) The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.
- (2) Goods packed in Containers may be carried on deck or under deck without notice to the Merchant. All such Goods shall carry their own deck, shall participate in general average and shall be deemed to be included within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules and shall be carried subject to these Rules.
- (3) Deck Cargo (except that carried in containers on deck) and life animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for loss or damage for or from which he is exempt, immune or relieved by applicable law or from any other cause whatsoever not due to the fault of the Carrier. Except as may be otherwise provided, such shipments shall be

deemed Goods and shall be subject to all terms and conditions of this Bill of Lading.

17. METHODS AND ROUTES OF CARRIAGE

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

- a. use any means of carriage whatsoever,
 - b. transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another vessel than that named on the face hereof,
 - c. unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise,
 - d. 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 stay at any place or port, whatsoever, once or more often and in any order,
 - e. load or unload the Goods, at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods temporarily at any such place or port,
 - f. comply with any orders or recommendations given by any government or authority, any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions,
 - g. permit any vessel to proceed with or without pilots, to tow or to be towed, or to be dycked.
- (2) The liberties set out in 17 (1) may be invoked by the Carrier for any reasonable purpose whether or not connected with the Carriage of the Goods, including loading, unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any persons, including but not limited to persons involved with the operation of maintenance of the vessel and assisting vessels in all situations. Anything done in accordance with Clause 17 (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

18. MATTERS AFFECTING PERFORMANCE

- (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and whatsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) and which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the Carriage is commenced) may in the sole discretion of the Carrier either:
 - a. carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Clause 18 (a) then, notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional freight as the Carrier may determine, or
 - b. suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension, if the Carrier elects to invoke the terms of this Clause 18 (b) then, notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional freight as the Carrier may determine;
 - c. abandon the carriage of the Goods and place them at the Merchants 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. The Carrier shall nevertheless be entitled to full freight on the Goods received for carriage, and the Merchant shall pay any additional costs of the carriage to and delivery and storage at, such place or port.
- (2) If the Carrier elects to use an alternative route under Clause 18 (1) (a) or to suspend the carriage under Clause 18 (1) (b) this shall not prejudice his right subsequently to abandon the carriage.
- (3) The Carrier shall be paid demurrage of EUR 50, - per TEU and running day of 24 hours or fraction for containers and of EUR 7.50, - per freight ton and running day of 24 hours or fraction for conventional cargo, if loading or discharging of the vessel has not been terminated within 24 hours after arrival, due to Government direction or War, Epidemics, Ice, Strikes, Congestions, etc. or other hindrances in the port, unless the Carrier decides to apply all or either of the Clauses 18 (1) (a) or 18 (1) (c). The Carrier is entitled to collect such demurrage from shippers in case of delays in Port of Loading or from receivers in case of delays in Port of Destination.
- (4) The provisions of Clause 18 (1) - (3) above shall not apply if the circumstances affecting the Carriage are due to fault of the Carrier.

19. DANGEROUS GOODS

- (1) No Goods which are or may become dangerous, inflammable or damaging (inducing radioactive materials), 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 as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable or damaging nature, they may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant.
- (2) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.
- (3) Whether or not the Merchant was aware of the nature of the Goods, 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.
- (4) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

20. NOTIFICATION AND DELIVERY

- (1) Any failure to give notification of the arrival of the Goods shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) as well as detention and demurrage costs shall forthwith upon demand be paid by the Merchant to the Carrier.
- (3) If the Merchant fails to take delivery of the Goods, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.
- (4) Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered at their own risk and expense in every respect when taken into the custody of customs or other authorities.

21. FCL MULTIPLE BILLS OF LADING

- (1) Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on an LCL basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as set out in the Tariff) together with the actual costs incurred for any additional services rendered.
- (2) If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of ... part cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or if it comprises mixed or unsorted or unidentified, the Holder of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.

22. GENERAL AVERAGE & SALVAGE

- (1) Any general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1974 (as amended 1994) at any port or place and in any currency at the option of the Carrier. Any general average on a vessel not operated by the Carrier (whether a seagoing or inland waters vessel) shall be adjusted according to the requirements of the Operator of that vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.
- (2) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values, etc.
- (3) If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.
- (4) In the event of the Master considering the salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle salvage remuneration.
- (5) All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered general average expenses.
- (6) Any claims and/or disputes relating to general average shall be subject to the law and jurisdiction set out in Clause 26 below.

23. BOTH TO BLAME COLLISION CLAUSE

The Both to Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from the Carrier or his agents upon request is hereby incorporated into the Bill of Lading.

24. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

25. VALIDITY

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.

26. LAW AND JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be governed by the law of the Federal Republic of Germany, if not otherwise provided for in this Bill of Lading, and determined by the Hamburg Courts to the exclusion of the jurisdiction of the courts of any other place, or if the plaintiff to the claim or dispute sues so elect, by the court of the place where the defendant has his principle place of business.