Cloud Ocean Line Ltd.- SEA WAYBILL Terms & Conditions

Version 07/2021

1. LAW AND JURISDICTION

1.1 The governing laws of this Sea Waybill are the laws of Hong Kong Special Administrative Region and the Merchant agrees that any suits against the Carrier shall be brought exclusively in the Courts of Hong Kong, except for the carriage contracted for hereunder was to or from the United States of America, in which case suit must be brought exclusively in the United States District Court, for the Southern District of New York and U.S. law shall apply. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. The Merchant agrees that it shall not institute any suit in any other Court and agrees to pay and indemnify the Carrier all costs and expenses caused by this breach.

1.2 Carrier may, at its sole option bring suit against the Merchant for the collection of freight, other sums, indemnities or compensations in the forum mentioned above, or in the Countries of the Place of Receipt, the Port of Loading, the Port of Discharge, the Place of Delivery or in any jurisdiction where the Merchant can be found. The Merchant shall waive any challenge or objection to the jurisdiction chosen by the Carrier.

2. DEFINITIONS

In this Sea Waybill, unless the context otherwise requires:

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Sea Waybill.

"Carrier" means Cloud Ocean Line Ltd. (trading as Cloud Ocean Line), Units 1701 & 03, 17/F, Tower 1, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong on whose behalf this Sea Waybill has been signed.

"Carrier Group" means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

"Combined Transport" arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage.

"Container" includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.

"Freight" includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Sea Waybill.

"Goods" means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Sea Waybill and includes any Container, packing or equipment not supplied by or for Carrier.

"Hague Rules" means the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 with the express exclusion of Article 9.

"Hague-Visby Rules" means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and incorporated as part of Hong Kong law under the Carriage of Goods by Sea Ordinance.

"Indemnify" includes defending, indemnifying and holding harmless, including legal costs and expenses.

"Inland Transport" means a transport system involving vessel to use inland waterway, such as canal, rivers and lakes.

"Merchant" includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Sea Waybill, the notify party, any person owning, entitled or claiming the possession of or otherwise having any interest in the Goods or this Sea Waybill, and any person acting on behalf of any such persons aforesaid.

"Pomerene Act" means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 02 any amendments thereto.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.

"Tariff" means the Carrier's applicable tariff which are incorporated herein. In the case of inconsistency between the tariff and this Bill of Lading, this Bill of lading shall prevail.

"US Carriage" means carriage to, from or through any port of the U.S.A.

"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

"Vessel" includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.

For purpose of Carrier's limitation of liability:

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this Sea Waybill as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and

"Unit" has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.

"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

3. INTERPRETATION AND GENERAL

3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier for its representations, warranties, undertakings, agreements, obligations, liability, and indemnities given by the Merchant in this Sea Waybill.

3.2 The Merchant warrants that in agreeing to the terms and conditions in this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the person entitled to the possession of the Goods.

3.3 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Sea Waybill shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its rights and defences or as an increase of any of its liability.

3.4 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.

3.5 No servant or agent of Carrier shall have the authority to waive or vary any term of this Sea Waybill, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.

3.6 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

3.7 The shipper undertakes to provide the Consignee with a legible copy of all the terms and conditions of this Sea Waybill.

3.8 The Merchant acknowledges that this Sea Waybill is not a document of title to the Goods.

4. SUB-CONTRACTING

4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's rights and defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive rights and defences on third parties in respect of the Goods and/or the Carriage.

4.2 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the rights and defences of Carrier under or pursuant to this Sea Waybill as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.

4.3 Merchant shall Indemnify Carrier against liability arising from or in relation to the Carriage or the Goods or this Sea Waybill insofar as such liability exceeds the Carrier's liability limits under this Sea Waybill.

4.4 Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)

5.1 Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge.

5.2 This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague-Visby Rules compulsorily applicable in which case the said Hague-Visby Rules will apply to this Sea Waybill.

If and when the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea. The Carrier's liability for such additional period of responsibility shall not exceed GBP 100 sterling legal tender per package.

5.3 For carriage to or from any port of the United States or if suit is brought in the United States, this Sea Waybill shall be subjected to the provisions of the US COGSA and to the provisions of the Pomerene Act which shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck.

Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit.

If the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or waterborne Carriage in the United States of America or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, the Carrier's maximum liability is determined by the provisions of U.S. COGSA, as defined above.

If the loss or damage is known to have occurred during any inland carriage in the U.S., the liability of the Carrier shall be determined in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or U.S. COGSA as defined above whichever imposes lesser liability on the Carrier.

6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)

6.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.

6.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage, the liability of Carrier shall be determined as follows:

(a) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof;

(b) if it is established that the loss or damage occurred outside sea carriage, then:

(i) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(ii) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage made by or with the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and hereby incorporate and agree that the Carrier's rights and liability shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal per package.

(iii) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subonctractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided in clause 5, but in no event whatsoever shall the Carrier's liability exceed the limitation provided for in the Hague Rules or GBP 100 sterling legal per package.

6.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant, then the liability of Carrier shall be determined as follows:

(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability under the Hague Rules.

(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.

6.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

[formulering zal niet aanvaard worden: Place of Receipt / Place of Delivery – anders formuleren]

7. GENERAL LIABILITY PROVISIONS

7.1 Carrier's Rights and Defences

(a) The rights and defences of Carrier provided in this Sea Waybill shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this Sea Waybill) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.

(b) The Carrier shall be entitled to (and nothing to this Sea Waybill shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were/was the owner of the Vessel.

(c) Without prejudice to the generality of (a) above, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without presentation of this Sea Waybill.

(d) Exclusion of Liability for fire aboard, navigational error and fire on inland carriage

Without prejudice to the generality of (a) above, the Carrier shall not be liable for fire aboard, navigational error or fire during Inland Transport.

7.2 Value of Goods

Subject always to Carrier's right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the market value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.

7.3 Ad Valorem Declared Value

Higher compensation than the limits provided for elsewhere in this Sea Waybill shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. The Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Sea Waybill limit of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Sea Waybill and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

7.4 Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Carrier shall under no circumstances whatsoever be liable for

(a) any direct or indirect loss caused by delay;

(b) any indirect loss of whatsoever nature and howsoever caused.

If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.2) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.

"Indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages.

7.5 Notice of Loss or Damages

(a) Unless notice of loss or damages shall have been given in writing to Carrier or his agent at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods into the custody of the person entitled to delivery thereof under this Sea Waybill or, if the loss or damage is not apparent before or at the time of delivery, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder.

(b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

7.6 Time-bar

(a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Sea Waybill or the Carriage or anything whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered, or deemed delivered, or should have been delivered or following the date of the event giving rise to a claim (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

8. MERCHANT'S WARRANTIES AND RESPONSIBILITY

8.1 Merchant warrants to Carrier as follows:

(a) in accepting this Sea Waybill, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;

(b) in accepting this Sea Waybill, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant".

(c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Sea Waybill, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;

(d) the Goods are lawful goods and contain no contraband or prohibited items;

(e) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;

(f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and

(g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.

8.2 Merchant shall Indemnify Carrier from and against any and all liabilites incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Sea Waybill.

9. DESCRIPTION OF GOODS

9.1 This Sea Waybill shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".

9.2 Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, temperature, value or condition of the Goods. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the Container.

9.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.

9.4 The term "apparent good order and condition" when used in this Sea Waybill with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.

9.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not "damage" but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

9.6 Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Sea Waybill.

9.7 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

9.8 If any particulars of any letter of credit and/or import licence and/or sales 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 front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Sea Waybill, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.

9.9 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 (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.

9.10 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

10. CONTAINERS

Carrier Containers

10.1 Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.

10.2 Carrier is not liable for the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed, loaded or sealed. Any Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered to the Carrier at place nominated by Carrier in good order and condition, empty, undamaged, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage or other debris inside. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all demurrage, detention and other charges and expenses and shall indemnify Carrier for all liability arising therefrom.

10.3 Merchant shall be responsible for any loss and/or damage to, and any liability caused or incurred by such Container whilst in its custody or control.

Merchant Packed Container

10.4 Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of:

(a) the manner in which the Container has been packed;

(b) the unsuitability for Carriage of the contents of the Container;

(c) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof;

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

10.5 Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to Carrier. Merchant undertakes to indemnify Carrier for any breach of this undertaking.

10.6 Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Sea Waybill. Carrier shall not be liable for any shortage of Goods.

SOLAS Verified Gross Mass Requirements

10.7 Merchant and/or terminals in the U.S. on export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Sea Waybill in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS. If VGM provided by Merchant differs from VGM provided by a U.S. terminal, Carrier, per U.S. law, shall rely on VGM provided by a terminal in the U.S. export ocean trades.

10.8 In the event of any non-compliance by Merchant of Clause 10.7 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant to be inaccurate or incomplete, Carrier may, at its discretion, establish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Sea Waybill in accordance with SOLAS and the deadlines established by Carrier and the provisions of Clauses 13.3(a) through 13.3(c) shall apply. Carrier shall have no responsibility whatsoever for export cargo from the U.S. when VGM is provided by the terminal.

10.9 Carrier shall not have any liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant. Merchant shall Indemnify Carrier from and against any and all liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant on which Carrier relies.

11. INSPECTION OF GOODS

11.1 Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.

11.2 If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.

12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO

12.1 Goods of perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on this Sea Waybill 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.

12.2 Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container or any other facilities, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.

12.3 Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

12.4 The term "apparent good order and condition" when used in this Sea Waybill with reference to Goods which require refrigeration, ventilation or other specialised attention does not mean that Goods, when received, were verified by Carrier as being at the carrying temperature, humidity level or other condition designated by Merchant.

13. HEAVY LIFT

13.1 Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant in letters and figures not less than five (5) centimetres in size.

13.2 Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.

13.3 In the event of any non-compliance by Merchant of Clause 13.1 or Clause 13.2;

(a) Carrier shall be released of all liability in respect of the Goods;

(b) Merchant shall Indemnify Carrier against all liability, loss or damage incurred by it by reason of such non-compliance;

(c) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Sea Waybill.

14. DANGEROUS GOODS

14.1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever.

14.2 Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:

(a) given written notice of their nature, type, name, label, particulars and classification to Carrier, and obtained Carrier's prior express consent in writing;

(b) fully informed the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods; distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;

(c) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable during the Carriage or otherwise required by Carrier; and

(d) not permitted incompatible goods to be packed in the same Container.

14.3 If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other rights and defences.

14.4 Merchant shall fully Indemnify Carrier against all liability arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) liability resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Contractors), damage to any property (including any Container and Vessel and other Goods whether on board or ashore), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.

14.5 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

15. DECK CARGO AND LIVESTOCK

15.1 Containers, whether goods therein be stowed by the Carrier or by the Merchant, and uncontainered unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck. If carried on deck or under deck, Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such on-deck carriage.

15.2 Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk and expense of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.

16. FCL MULTIPLE BILLS OF LADING

16.1 This Sea Waybill is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of … part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement, Merchant agrees that the following provisions shall apply:

(a) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.

(b) the Goods will be delivered to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.

(c) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.

(d) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.

(e) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading covering all the contents in the Container.

(f) Merchant undertakes to Indemnify Carrier from and against any and all liability arising from accepting the Goods for Carriage on the basis of the aforesaid special arrangement.

17. HINDRANCES AFFECTING PERFORMANCE

17.1 If at any time the performance of the contract contained in or evidenced by this Sea Waybill is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising including all matters effecting performance by Subcontractors (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following:

(a) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(b) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Sea Waybill and (if practical) use reasonable endeavors to forward them to the Port of Discharge or Place of Delivery in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(c) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full Freight on the Goods and the Merchant shall pay any additional costs incurred by reason of the abandonment of Goods.

If Carrier elects to use an alternative route under clause 17.1 (a) or to suspend the carriage under clause 17.1 (b) this shall not prejudice its right to abandon the carriage.

17.2 Without prejudice to Carrier's other rights and defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.

18. METHODS AND ROUTE OF TRANSPORTATION

18.1 The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, 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; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be drydocked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed.

18.2 These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the Goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

19. ABANDONMENT OF GOODS, ETC.

19.1 Without prejudice to Carrier's other rights and defences, in the event that (a) Merchant fails to take delivery of the Goods within 14 days from the first date the Goods are available for collection pursuant to Clause 20.2, or (b) Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties or undertakings contained herein including without limitation those in Clauses 12, 13, 14 or (c) in the sole opinion of Carrier the Goods are likely to deteriorate, decay, or become worthless or cause any danger to the Vessel or other goods or property or any person or incur charges, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses then Carrier may (but without obligation) at any time (in its sole discretion and without liability and notice to Merchant or requiring any Court order) sell (by private treaty or public auction) or otherwise dispose of or abandon or store the Goods ashore or afloat, under cover or in the open, at any place at the sole risk and expense of Merchant, and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant under this Sea Waybill. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Merchant under this Sea Waybill. Merchant shall indemnify Carrier from and against any and all liability and all costs of any kind incurred by Carrier in relation to such sale, disposal, abandonment and storage.

20. NOTIFICATION AND DELIVERY

20.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve Merchant of any obligation hereunder.

20.2 Merchant shall take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the place for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the notify party named on the front hereof. Without prejudice to Carrier's other rights and defences, if Merchant fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Merchant under this Sea Waybill upon expiration of such time.

20.3 If in accordance with the applicable custom or practice or law or regulation or pursuant to orders or instructions of any person having authority given at any stage of Carriage (and whether before or after arrival of the Goods for collection by Merchant), Carrier hands over the Goods into the custody of any government, customs, port or other authority or any other person acting or purporting to act as or on behalf of such government or authority, such hand-over shall be deemed to be due delivery of Goods to Merchant under this Sea Waybill.

20.4 Upon delivery or deemed delivery of the Goods to Merchant (or persons authorized by it) all liability of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other rights and defences including without limitation its right to any lien and payment of Freight) and all costs and expenses incurred thereafter (if paid or payable by Carrier or its agents or Sub-Contractors) shall upon demand be paid by Merchant to Carrier.

20.5 In the event that Carrier, in its entire discretion, agrees at the request of Merchant to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified overleaf, Carrier shall act only as the agent of Merchant in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such revised carriage.

20.6 Except where wilful misconduct of Carrier is proven, Carrier shall not be liable whatsoever for delivering or releasing the Goods to any person presenting any forged or fraudulent document purporting to be an original of this Sea Waybill or other original document entitling such person to the delivery or possession of the Goods.

20.7 When collection or delivery takes place at Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:

(a) Carrier shall not be obligated to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of Merchant at its own risk and expense.

(b) any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given without any liability whatsoever (including without limitation, liability for damage to or loss of the Goods or other property and injury to any persons); all such assistance shall be provided entirely at Merchant's risk and expense.

20.8 If a Sub-Contractor in actual or constructive possession of the Goods becomes insolvent or subject to an arrangement with creditors or enters into administration (or equivalent) during the course of the Carriage ("Sub-Contractor Insolvency") then the Carrier will be discharged of any further obligations in respect of the Carriage, including without limitation, completion of the Carriage if the Carrier is unable to obtain repossession of the Goods without paying additional charges to the Sub-Contractor or a third party. The Carrier will have no liability to the Merchant for any losses of whatsoever nature and howsoever arising out of a Sub-Contractor Insolvency and the Merchant agrees to pay, and hold the Carrier harmless against, any costs required to obtain repossession of the Goods and completion of the Carriage. For the avoidance of doubt, the Carrier will always be entitled to receive in full the Freight and all costs in relation herewith agreed for the full performance of the Carriage notwithstanding its non-completion owing to Sub-Contractor Insolvency.

21. GENERAL AVERAGE

21.1 Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of Carrier. The New Jason Clause as approved by BIMCO (obtainable from Carrier upon request) is deemed incorporated herein. General Average on a vessel not operated by Carrier shall be adjusted according to the requirements of the operator of that vessel.

21.2 Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made against it and shall provide such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Such deposit or security shall, if so required by Carrier, be provided to Carrier prior to delivery of the Goods.

21.3 Carrier shall be under no obligation to take any steps whatsoever to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

22. CARRIER'S TARIFFS, FREIGHT AND CHARGES

22.1 The provisions of Carrier's applicable Tariffs, which can be found at www.cloud-ocean-line.com , are incorporated herein. Particular attention is drawn to the provisions therein relating to free storage time and to container and vehicle demurrage. Copies of the Tariffs are obtainable from the Carrier upon request. In the case of inconsistency between this Sea Waybill and the applicable Tariffs, this Sea Waybill shall prevail.

22.2 Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.

22.3 All Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in the currency named in this Sea Waybill, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any moneys due from Merchant including legal costs, recovery or collection fees and expenses shall be recoverable from Merchant as a debt.

22.4 All persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and other moneys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or return Freight on the Goods if they are refused export or import by any government body or authority or for any reason whatsoever.

22.5 Freight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether or not Freight is stated on the face of the Sea Waybill as being prepaid or to be collected at destination) and shall be non-returnable. All sums payable to Carrier shall be paid in full without set-off, deduction or counterclaim of whatsoever nature and howsoever arising.

22.6 Freight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other evidence of their value and to inspect, re-weigh, re-measure and re-valuate the Goods. If the particulars furnished are found to be incorrect, then without prejudice to Carrier's other rights and defences, Merchant shall pay Carrier the correct Freight (less any Freight actually paid). All costs and expenses incurred by Carrier in establishing the correct particulars shall be recoverable from Merchant as a debt. Merchant shall indemnify Carrier for liability incurred by Carrier by reason of having relied or acted on the incorrect particulars (including without limitation any liability incurred towards any Sub-Contractor).

22.7 Notwithstanding any of the other sub-clauses contained in this Clause 22, for U.S. Carriage, Carrier may opt to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. Carrier's Rules Tariff are provided free of charge to Shipper at www.cloud-ocean-line.com .

23. LIEN

23.1 The Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carrier's possession, custody or control or en route, shall be subject to (i) particular lien for all monies due in respect of such Goods, and documents, and (ii) general lien for any other monies (not relating to such Goods, and documents) due to Carrier and/or Carrier Group from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all Freight earned, General Average contributions, all charges, expenses and advances of whatsoever nature due to Carrier and/or Carrier Group and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Merchant (whether in respect of the Carriage herein or otherwise).

23.2 If any such monies due to Carrier are not paid within 14 days after notice has been dispatched to Merchant, Carrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, or dispose of the Goods and/or any such other property, without giving further notice or incurring any liability to Merchant and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Carrier and/or Carrier Group. Carrier and/or Carrier Group shall be entitled to claim the difference against Merchant in the event that the (net) sale proceeds do not discharge in full the amount due from Merchant.

24. BOTH-TO-BLAME COLLISION

24.1 The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

25. FORCE MAJEURE

25.1 Without prejudice to any rights or privileges of the Carriers under this Sea Waybill, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract of Carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to Sea Waybill provisions set forth in the governing Sea Waybill tariff that are applicable to actual routing of the cargo.

Version 07/2021

Cloud Ocean Line Ltd.- BILL OF LADING Terms & Conditions

1. LAW AND JURISDICTION
1.1 The governing laws of this Bill of Lading are the laws of Hong Kong Special Administrative Region and the Merchant agrees that any suits against the Carrier shall be brought exclusively in the Courts of Hong Kong, except for the carriage contracted for hereunder was to or from the United States of America, in which case suit must be brought exclusively in the United States District Court, for the Southern District of New York and U.S. law shall apply. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. The Merchant agrees that it shall not institute any suit in any other Court and agrees to pay and indemnify the Carrier all costs and expenses caused by this breach.
1.2 Carrier may, at its sole option bring suit against the Merchant for the collection of freight, other sums, indemnities or compensations in the forum mentioned above, or in the Countries of the Place of Receipt, the Port of Loading, the Port of Discharge, the Place of Delivery or in any jurisdiction where the Merchant can be found. The Merchant shall waive any challenge or objection to the jurisdiction chosen by the Carrier.

2. DEFINITIONS
In this Bill of Lading, unless the context otherwise requires:
"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading.
"Carrier" means Cloud Ocean Line Ltd. (trading as Cloud Ocean Line), Units 1701 & 03, 17/F, Tower 1, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong on whose behalf this Bill of Lading has been signed.
"Carrier Group" means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 622 of the Laws of Hong Kong).
"Combined Transport" arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage.
"Container" includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.
"Freight" includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Bill of Lading.
"Goods" means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Bill of Lading and includes any Container, packing or equipment not supplied by or for Carrier.
"Hague Rules" means the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 with the express exclusion of Article 9.
"Hague-Visby Rules" means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and incorporated as part of Hong Kong law under the Carriage of Goods by Sea Ordinance.
"Indemnify" includes defending, indemnifying and holding harmless, including legal costs and expenses.
"Inland Transport" means a transport system involving vessel to use inland waterway, such as canal, rivers and lakes.
"Merchant" includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, the notify party, any person owning, entitled or claiming the possession of or otherwise having any interest in the Goods or this Bill of Lading, and any person acting on behalf of any such persons aforesaid.
"Pomerene Act" means the United States Federal Bill of Lading Act, 1916 49 U.S.C. 801 02 any amendments thereto.
"Port to Port Shipment" arises if the Carriage is not Combined Transport.
"Sub-Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.
"Tariff" means the Carrier's applicable tariff which are incorporated herein. In the case of inconsistency between the tariff and this Bill of Lading, this Bill of lading shall prevail.
"US Carriage" means carriage to, from or through any port of the U.S.A.
"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.
"Vessel" includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.
For purpose of Carrier's limitation of liability:
"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and
"Unit" has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.
"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;
"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

3. INTERPRETATION AND GENERAL
3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier for its representations, warranties, undertakings, agreements, obligations, liability, and indemnities given by Merchant in this Bill of Lading.
3.2 The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the person entitled to the possession of the Goods.
3.3 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Bill of Lading shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its rights and defences or as an increase of any of its liability.
3.4 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.
3.5 No servant or agent of Carrier shall have the authority to waive or vary any term of this Bill of Lading, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.
3.6 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

4. SUB-CONTRACTING
4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's rights and defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive rights and defences on third parties in respect of the Goods and/or the Carriage.
4.2 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the rights and defences of Carrier under or pursuant to this Bill of Lading as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.
4.3 Merchant shall Indemnify Carrier against liability arising from or in relation to the Carriage or the Goods or this Bill of Lading insofar as such liability exceeds the Carrier's liability limits under this Bill of Lading.
4.4 Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)
5.1 Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge.
5.2 This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague-Visby Rules compulsorily applicable in which case the said Hague-Visby Rules will apply to this Bill of Lading.
If and when the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea. The Carrier's liability for such additional period of responsibility shall not exceed GBP 100 sterling legal tender per package.
5.3 For carriage to or from any port of the United States or if suit is brought in the United States, this Bill of Lading shall be subjected to the provisions of the US COGSA and to the provisions of the Pomerene Act which shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck.
Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit.

If the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or waterborne Carriage in the United States of America or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, the Carrier's maximum liability is determined by the provisions of U.S. COGSA, as defined above.

If the loss or damage is known to have occurred during any inland carriage in the U.S., the liability of the Carrier shall be determined in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or U.S. COGSA as defined above whichever imposes lesser liability on the Carrier.

6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)
6.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.
6.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage, the liability of Carrier shall be determined as follows:
(a) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof;
(b) if it is established that the loss or damage occurred outside sea carriage, then:
(i) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or
(ii) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage made by or with the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and hereby incorporate and agree that the Carrier's rights and liability shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal per package.
(iii) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subonctractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided in clause 5, but in no event whatsoever shall the Carrier's liability exceed the limitation provided for in the Hague Rules or GBP 100 sterling legal per package.
6.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant, then the liability of Carrier shall be determined as follows:
(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability under the Hague Rules.
(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.
6.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

[formulering zal niet aanvaard worden: Place of Receipt / Place of Delivery – anders formuleren]

7. GENERAL LIABILITY PROVISIONS
7.1 Carrier's Rights and Defences
(a) The rights and defences of Carrier provided in this Bill of Lading shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this Bill of Lading) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.
(b) The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were/was the owner of the Vessel.
(c) Without prejudice to the generality of (a) above, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without presentation of this Bill of Lading.
(d) Exclusion of Liability for fire aboard, navigational error and fire on inland carriage
Without prejudice to the generality of (a) above, the Carrier shall not be liable for fire aboard, navigational error or fire during Inland Transport.
7.2 Value of Goods
Subject always to Carrier's right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the market value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.
7.3 Ad Valorem Declared Value
Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. The Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said bill of lading limit of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.
7.4 Delay, Consequential Loss
Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Carrier shall under no circumstances whatsoever be liable for
(a) any direct or indirect loss caused by delay;
(b) any indirect loss of whatsoever nature and howsoever caused.
If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.2) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.
"Indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages.
7.5 Notice of Loss or Damages
(a) Unless notice of loss or damages shall have been given in writing to Carrier or his agent at the Port of Discharge or Place of Delivery before or at the time of delivery 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 before or at the time of delivery, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder.
(b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.
7.6 Time-bar
(a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Bill of Lading or the Carriage or anything whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered, or deemed delivered, or should have been delivered or following the date of the event giving rise to a claim (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

8. MERCHANT'S WARRANTIES AND RESPONSIBILITY
8.1 Merchant warrants to Carrier as follows:
(a) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;
(b) in accepting this Bill of Lading, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant".
(c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;
(d) the Goods are lawful goods and contain no contraband or prohibited items;
(e) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;
(f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and
(g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.
8.2 Merchant shall Indemnify Carrier from and against any and all liabilites incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Bill of Lading.

9. DESCRIPTION OF GOODS
9.1 This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".
9.2 Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, temperature, value or condition of the Goods. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the Container.
9.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.
9.4 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.
9.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not "damage" but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
9.6 Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Bill of Lading.
9.7 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.
9.8 If any particulars of any letter of credit and/or import licence and/or sales 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 front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.
9.9 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 (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.
9.10 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

10. CONTAINERS
Carrier Containers
10.1 Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.
10.2 Carrier is not liable for the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed, loaded or sealed. Any Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered to the Carrier at place nominated by Carrier in good order and condition, empty, undamaged, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage or other debris inside. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all demurrage, detention and other charges and expenses and shall indemnify Carrier for all liability arising therefrom.
10.3 Merchant shall be responsible for any loss and/or damage to, and any liability caused or incurred by such Container whilst in its custody or control.
Merchant Packed Container
10.4 Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of:
(a) the manner in which the Container has been packed;
(b) the unsuitability for Carriage of the contents of the Container;
(c) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof;
(d) the packing in the Container of temperature controlled Goods that are not at the correct temperature for Carriage.
10.5 Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to Carrier. Merchant undertakes to indemnify Carrier for any breach of this undertaking.
10.6 Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Bill of Lading. Carrier shall not be liable for any shortage of Goods.
SOLAS Verified Gross Mass Requirements
10.7 Merchant and/or terminals in the U.S. on export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS. If VGM provided by Merchant differs from VGM provided by a U.S. terminal, Carrier, per U.S. law, shall rely on VGM provided by a terminal in the U.S. export ocean trades.
10.8 In the event of any non-compliance by Merchant of Clause 10.7 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant to be inaccurate or incomplete, Carrier may, at its discretion, establish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier and the provisions of Clauses 13.3(a) through 13.3(c) shall apply. Carrier shall have no responsibility whatsoever for export cargo from the U.S. when VGM is provided by the terminal.
10.9 Carrier shall not have any liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant. Merchant shall Indemnify Carrier from and against any and all liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant on which Carrier relies.
11. INSPECTION OF GOODS
11.1 Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.
11.2 If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.

12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO
12.1 Goods of perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on 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.
12.2 Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container or any other facilities, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.
12.3 Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.
12.4 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require refrigeration, ventilation or other specialised attention does not mean that Goods, when received, were verified by Carrier as being at the carrying temperature, humidity level or other condition designated by Merchant.

13. HEAVY LIFT
13.1 Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant in letters and figures not less than five (5) centimetres in size.
13.2 Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.
13.3 In the event of any non-compliance by Merchant of Clause 13.1 or Clause 13.2;
(a) Carrier shall be released of all liability in respect of the Goods;
(b) Merchant shall Indemnify Carrier against all liability, loss or damage incurred by it by reason of such non-compliance;
(c) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Bill of Lading.

14. DANGEROUS GOODS
14.1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever.
14.2 Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:
(a) given written notice of their nature, type, name, label, particulars and classification to Carrier, and obtained Carrier's prior express consent in writing;
(b) fully informed the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods; distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;
(c) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable during the Carriage or otherwise required by Carrier; and
(d) not permitted incompatible goods to be packed in the same Container.
14.3 If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other rights and defences.
14.4 Merchant shall fully Indemnify Carrier against all liability arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) liability resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Contractors), damage to any property (including any Container and Vessel and other Goods whether on board or ashore), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.
14.5 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

15. DECK CARGO AND LIVESTOCK
15.1 Containers, whether goods therein be stowed by the Carrier or by the Merchant, and uncontainered unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck. If carried on deck or under deck, Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage.
15.2 Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk and expense of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.

16. FCL MULTIPLE BILLS OF LADING
16.1 This Bill of Lading is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of … part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement, Merchant agrees that the following provisions shall apply:
(a) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.
(b) the Goods will be delivered to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.
(c) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.
(d) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.
(e) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading covering all the contents in the Container.
(f) Merchant undertakes to Indemnify Carrier from and against any and all liability arising from accepting the Goods for Carriage on the basis of the aforesaid special arrangement.

17. HINDRANCES AFFECTING PERFORMANCE
17.1 If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising including all matters effecting performance by Subcontractors (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following:
(a) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;
(b) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Bill of Lading and (if practical) use reasonable endeavors to forward them to the Port of Discharge or Place of Delivery in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;
(c) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full Freight on the Goods and the Merchant shall pay any additional costs incurred by reason of the abandonment of Goods.
If Carrier elects to use an alternative route under clause 17.1 (a) or to suspend the carriage under clause 17.1 (b) this shall not prejudice its right to abandon the carriage.
17.2 Without prejudice to Carrier's other rights and defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.

18. METHODS AND ROUTE OF TRANSPORTATION
18.1 The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, 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; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be drydocked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed.
18.2 These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the Goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

19. ABANDONMENT OF GOODS, ETC.
19.1 Without prejudice to Carrier's other rights and defences, in the event that (a) Merchant fails to take delivery of the Goods within 14 days from the first date the Goods are available for collection pursuant to Clause 20.2, or (b) Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties or undertakings contained herein including without limitation those in Clauses 12, 13, 14 or (c) in the sole opinion of Carrier the Goods are likely to deteriorate, decay, or become worthless or cause any danger to the Vessel or other goods or property or any person or incur charges, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses then Carrier may (but without obligation) at any time (in its sole discretion and without liability and notice to Merchant or requiring any Court order) sell (by private treaty or public auction) or otherwise dispose of or abandon or store the Goods ashore or afloat, under cover or in the open, at any place at the sole risk and expense of Merchant, and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant under this Bill of Lading. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Merchant under this Bill of Lading. Merchant shall indemnify Carrier from and against any and all liability and all costs of any kind incurred by Carrier in relation to such sale, disposal, abandonment and storage.

20. NOTIFICATION AND DELIVERY
20.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve Merchant of any obligation hereunder.
20.2 Merchant shall take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the place for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the notify party named on the front hereof. Without prejudice to Carrier's other rights and defences, if Merchant fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Merchant under this Bill of Lading upon expiration of such time.
20.3 If in accordance with the applicable custom or practice or law or regulation or pursuant to orders or instructions of any person having authority given at any stage of Carriage (and whether before or after arrival of the Goods for collection by Merchant), Carrier hands over the Goods into the custody of any government, customs, port or other authority or any other person acting or purporting to act as or on behalf of such government or authority, such hand-over shall be deemed to be due delivery of Goods to Merchant under this Bill of Lading.
20.4 Upon delivery or deemed delivery of the Goods to Merchant (or persons authorized by it) all liability of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other rights and defences including without limitation its right to any lien and payment of Freight) and all costs and expenses incurred thereafter (if paid or payable by Carrier or its agents or Sub-Contractors) shall upon demand be paid by Merchant to Carrier.
20.5 In the event that Carrier, in its entire discretion, agrees at the request of Merchant to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified overleaf, Carrier shall act only as the agent of Merchant in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such revised carriage.
20.6 Except where wilful misconduct of Carrier is proven, Carrier shall not be liable whatsoever for delivering or releasing the Goods to any person presenting any forged or fraudulent document purporting to be an original of this Bill of Lading or other original document entitling such person to the delivery or possession of the Goods.
20.7 When collection or delivery takes place at Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:
(a) Carrier shall not be obligated to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of Merchant at its own risk and expense.
(b) any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given without any liability whatsoever (including without limitation, liability for damage to or loss of the Goods or other property and injury to any persons); all such assistance shall be provided entirely at Merchant's risk and expense.
20.8 If a Sub-Contractor in actual or constructive possession of the Goods becomes insolvent or subject to an arrangement with creditors or enters into administration (or equivalent) during the course of the Carriage ("Sub-Contractor Insolvency") then the Carrier will be discharged of any further obligations in respect of the Carriage, including without limitation, completion of the Carriage if the Carrier is unable to obtain repossession of the Goods without paying additional charges to the Sub-Contractor or a third party. The Carrier will have no liability to the Merchant for any losses of whatsoever nature and howsoever arising out of a Sub-Contractor Insolvency and the Merchant agrees to pay, and hold the Carrier harmless against, any costs required to obtain repossession of the Goods and completion of the Carriage. For the avoidance of doubt, the Carrier will always be entitled to receive in full the Freight and all costs in relation herewith agreed for the full performance of the Carriage notwithstanding its non-completion owing to Sub-Contractor Insolvency.

21. GENERAL AVERAGE
21.1 Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of Carrier. The New Jason Clause as approved by BIMCO (obtainable from Carrier upon request) is deemed incorporated herein. General Average on a vessel not operated by Carrier shall be adjusted according to the requirements of the operator of that vessel.
21.2 Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made against it and shall provide such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Such deposit or security shall, if so required by Carrier, be provided to Carrier prior to delivery of the Goods.
21.3 Carrier shall be under no obligation to take any steps whatsoever to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

22. CARRIER'S TARIFFS, FREIGHT AND CHARGES
22.1 The provisions of Carrier's applicable Tariffs, which can be found at www.cloud-ocean-line.com , are incorporated herein. Particular attention is drawn to the provisions therein relating to free storage time and to container and vehicle demurrage. Copies of the Tariffs are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariffs, this Bill of Lading shall prevail.
22.2 Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.
22.3 All Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in the currency named in this Bill of Lading, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any moneys due from Merchant including legal costs, recovery or collection fees and expenses shall be recoverable from Merchant as a debt.
22.4 All persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and other moneys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or return Freight on the Goods if they are refused export or import by any government body or authority or for any reason whatsoever.
22.5 Freight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether or not Freight is stated on the face of the Bill of Lading as being prepaid or to be collected at destination) and shall be non-returnable. All sums payable to Carrier shall be paid in full without set-off, deduction or counterclaim of whatsoever nature and howsoever arising.
22.6 Freight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other evidence of their value and to inspect, re-weigh, re-measure and re-valuate the Goods. If the particulars furnished are found to be incorrect, then without prejudice to Carrier's other rights, Merchant shall pay Carrier the correct Freight (less any Freight actually paid). All costs and expenses incurred by Carrier in establishing the correct particulars shall be recoverable from Merchant as a debt. Merchant shall indemnify Carrier for liability incurred by Carrier by reason of having relied or acted on the incorrect particulars (including without limitation any liability incurred towards any Sub-Contractor).
22.7 Notwithstanding any of the other sub-clauses contained in this Clause 22, for U.S. Carriage, Carrier may opt to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. Carrier's Rules Tariff are provided free of charge to Shipper at www.cloud-ocean-line.com .

23. LIEN
23.1 The Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carrier's possession, custody or control or en route, shall be subject to (i) particular lien for all monies due in respect of such Goods, and documents, and (ii) general lien for any other monies (not relating to such Goods, and documents) due to Carrier and/or Carrier Group from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all Freight earned, General Average contributions, all charges, expenses and advances of whatsoever nature due to Carrier and/or Carrier Group and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Merchant (whether in respect of the Carriage herein or otherwise).
23.2 If any such monies due to Carrier are not paid within 14 days after notice has been dispatched to Merchant, Carrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, or dispose of the Goods and/or any such other property, without giving further notice or incurring any liability to Merchant and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Carrier and/or Carrier Group. Carrier and/or Carrier Group shall be entitled to claim the difference against Merchant in the event that the (net) sale proceeds do not discharge in full the amount due from Merchant.

24. BOTH-TO-BLAME COLLISION
24.1 The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

25. FORCE MAJEURE
25.1 Without prejudice to any rights or privileges of the Carriers under this Bill of Lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract of Carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo.

Cloud Ocean Line

Cloud Ocean Line

Cloud Ocean Line Ltd.- BILL OF LADING Terms & Conditions

Version 07/2021

1. LAW AND JURISDICTION

1.1 The governing laws of this Bill of Lading are the laws of Hong Kong Special Administrative Region and the Merchant agrees that any suits against the Carrier shall be brought exclusively in the Courts of Hong Kong, except for the carriage contracted for hereunder was to or from the United States of America, in which case suit must be brought exclusively in the United States District Court, for the Southern District of New York and U.S. law shall apply. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. The Merchant agrees that it shall not institute any suit in any other Court and agrees to pay and indemnify the Carrier all costs and expenses caused by this breach.

1.2 Carrier may, at its sole option bring suit against the Merchant for the collection of freight, other sums, indemnities or compensations in the forum mentioned above, or in the Countries of the Place of Receipt, the Port of Loading, the Port of Discharge, the Place of Delivery or in any jurisdiction where the Merchant can be found. The Merchant shall waive any challenge or objection to the jurisdiction chosen by the Carrier.

2. DEFINITIONS

In this Bill of Lading, unless the context otherwise requires:

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading.

"Carrier" means Cloud Ocean Line Ltd. (trading as Cloud Ocean Line), Unit 1701 & 03, 17/F, Tower 1, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong on whose behalf this Bill of Lading has been signed.

"Carrier Group" means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

"Combined Transport" arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage.

"Container" includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.

"Freight" includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Bill of Lading.

"Goods" means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Bill of Lading and includes any Container, packing or equipment not supplied by or for Carrier.

"Hague Rules" means the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 with the express exclusion of Article 9.

"Hague-Visby Rules" means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and incorporated as part of Hong Kong law under the Carriage of Goods by Sea Ordinance.

"Indemnify" includes defending, indemnifying and holding harmless, including legal costs and expenses.

"Inland Transport" means a transport system involving vessel to use inland waterway, such as canal, rivers and lakes.

"Merchant" includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, the notify party, any person claiming, entitled or claiming the possession of or otherwise having any interest in the Goods or this Bill of Lading, and any person acting on behalf of any such persons aforesaid.

"Pomerene Act" means the United States Federal Bill of Lading Act, 1916 49 U.S.C. 801 02 any amendments thereto.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.

"Tariff" means the Carrier's applicable tariff which are incorporated herein. In the case of inconsistency between the tariff and this Bill of Lading, this Bill of lading shall prevail.

"US Carriage" means carriage to, from or through any port of the U.S.A.

"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

"Vessel" includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.

For purpose of Carrier's limitation of liability:

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and

"Unit" has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.

"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

3. INTERPRETATION AND GENERAL

3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier for its representations, warranties, undertakings, agreements, obligations, liability, and indemnities given by Merchant in this Bill of Lading.

3.2 The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the person entitled to the possession of the Goods.

3.3 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Bill of Lading shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its rights and defences or as an increase of any of its liability.

3.4 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.

3.5 No servant or agent of Carrier shall have the authority to waive or vary any term of this Bill of Lading, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.

3.6 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

4. SUB-CONTRACTING

4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's rights and defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive rights and defences on third parties in respect of the Goods and/or the Carriage.

4.2 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the rights and defences of Carrier under or pursuant to this Bill of Lading as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.

4.3 Merchant shall Indemnify Carrier against liability arising from or in relation to the Carriage or the Goods or this Bill of Lading insofar as such liability exceeds the Carrier's liability limits under this Bill of Lading.

4.4 Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)

5.1 Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge.

5.2 This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague-Visby Rules compulsorily applicable in which case the said Hague-Visby Rules will apply to this Bill of Lading.

If and when the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea. The Carrier's liability for such additional period of responsibility shall not exceed GBP 100 sterling legal tender per package.

5.3 For carriage to or from any port of the United States or if suit is brought in the United States, this Bill of Lading shall be subjected to the provisions of the US COGSA and to the provisions of the Pomerene Act which shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck.

Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit.

If the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or waterborne Carriage in the United States of America or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, the Carrier's maximum liability is determined by the provisions of U.S. COGSA, as defined above.

If the loss or damage is known to have occurred during any inland carriage in the U.S., the liability of the Carrier shall be determined in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or U.S. COGSA as defined above whichever imposes lesser liability on the Carrier.

6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)

6.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.

6.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage, the liability of Carrier shall be determined as follows:

(a) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof;

(b) if it is established that the loss or damage occurred outside sea carriage, then:

(i) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(ii) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage made by or with the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and hereby incorporate and agree that the Carrier's rights and liability shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal per package.

(iii) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided in clause 5, but in no event whatsoever shall the Carrier's liability exceed the limitation provided for in the Hague Rules or GBP 100 sterling legal per package.

6.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant, then the liability of Carrier shall be determined as follows:

(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability under the Hague Rules.

(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.

6.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

7. GENERAL LIABILITY PROVISIONS

7.1 Carrier's Rights and Defences

(a) The rights and defences of Carrier provided in this Bill of Lading shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this Bill of Lading) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.

(b) The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were/was the owner of the Vessel.

(c) Without prejudice to the generality of (a) above, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without presentation of this Bill of Lading.

(d) Exclusion of Liability for fire aboard, navigational error and fire on inland carriage

Without prejudice to the generality of (a) above, the Carrier shall not be liable for fire aboard, navigational error or fire during Inland Transport.

7.2 Value of Goods

Subject always to Carrier's right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the market value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.

7.3 Ad Valorem Declared Value

Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. The Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said bill of lading limit of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

7.4 Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, liner or date. Carrier shall under no circumstances whatsoever be liable for

(a) any direct or indirect loss caused by delay;

(b) any indirect loss of whatsoever nature and howsoever caused.

If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.2) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.

"Indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages.

7.5 Notice of Loss or Damages

(a) Unless notice of loss or damages shall have been given in writing to Carrier or his agent at the Port of Discharge or Place of Delivery before or at the time of delivery 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 before or at the time of delivery, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder.

(b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

7.6 Time-bar

(a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Bill of Lading or the Carriage or anything whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered, or deemed delivered, or should have been delivered or following the date of the event giving rise to a claim (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

8. MERCHANT'S WARRANTIES AND RESPONSIBILITY

8.1 Merchant warrants to Carrier as follows:

(a) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;

(b) in accepting this Bill of Lading, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant";

(c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;

(d) the Goods are lawful goods and contain no contraband or prohibited items;

(e) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;

(f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and

(g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.

8.2 Merchant shall Indemnify Carrier from and against any and all liabilites incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Bill of Lading.

9. DESCRIPTION OF GOODS

9.1 This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".

9.2 Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, temperature, value or condition of the Goods. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the Container.

9.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is entered into by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.

9.4 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.

9.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not "damage" but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

9.6 Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Bill of Lading.

9.7 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

9.8 If any particulars of any letter of credit and/or import licence and/or sales 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 front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.

9.9 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 (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.

9.10 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

10. CONTAINERS

Carrier Containers

10.1 Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.

10.2 Carrier shall not be liable for any loss of or damage to Goods caused by the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed, loaded or sealed. Any Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition specified by Carrier and without Containers shall be re-delivered to the Carrier at place nominated by Carrier in good order and condition, empty, undamaged, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage or other debris inside. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all demurrage, detention and other charges and expenses and shall indemnify Carrier for all liability arising therefrom.

10.3 Merchant shall be responsible for any loss and/or damage to, and any liability caused or incurred by such Container whilst in its custody or control.

Merchant Packed Container

10.4 Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of:

(a) the manner in which the Container has been packed;

(b) the unsuitability for Carriage of the contents of the Container;

(c) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof;

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

10.5 Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the said number shall be communicated in writing by Merchant to Carrier. Merchant undertakes to indemnify Carrier for any breach of this undertaking.

10.6 Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Bill of Lading. Carrier shall not be liable for any shortage of Goods.

SOLAS Verified Gross Mass Requirements

10.7 Merchant and/or terminals in the U.S. on export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS. If VGM provided by Merchant differs from VGM provided by a U.S. terminal, Carrier, per U.S. law, shall rely on VGM provided by a terminal in the U.S. export ocean trades.

10.8 In the event of any non-compliance by Merchant of Clause 10.7 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant to be inaccurate or incomplete, Carrier may, at its discretion, establish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier and the provisions of Clauses 13.3(a) through 13.3(c) shall apply. Carrier shall have no responsibility whatsoever for export cargo from the U.S. when VGM is provided by the terminal.

10.9 Carrier shall not have any liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant. Merchant shall Indemnify Carrier from and against any and all liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant on which Carrier relies.

11. INSPECTION OF GOODS

11.1 Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.

11.2 If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.

12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO

12.1 Goods of perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on 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.

12.2 Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container or any other facilities, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.

12.3 Merchant undertakes that no claim shall be made for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt by the Carrier. Special attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

12.4 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require refrigeration, ventilation or other specialised attention does not mean that Goods, when received, were verified by Carrier as being at the carrying temperature, humidity level or other condition designated by Merchant.

13. HEAVY LIFT

13.1 Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant in letters and figures not less than five (5) centimetres in size.

13.2 Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.

13.3 In the event of any non-compliance by Merchant of Clause 13.1 or Clause 13.2;

(a) Carrier shall be released of all liability in respect of the Goods;

(b) Merchant shall Indemnify Carrier against all liability, loss or damage incurred by it by reason of such non-compliance;

(c) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Bill of Lading.

14. DANGEROUS GOODS

14.1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active material) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever.

14.2 Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:

(a) given written notice of their nature, type, name, label, particulars and classification to Carrier, and obtained Carrier's prior express consent in writing;

(b) fully informed the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods; distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;

(c) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable during the Carriage or otherwise required by Carrier; and

(d) not permitted incompatible goods to be packed in the same Container.

14.3 If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other rights and defences.

14.4 Merchant shall fully Indemnify Carrier against all liability arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) liability resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Contractors), damage to any property (including any Container and Vessel and other Goods whether on board or ashore), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.

14.5 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

15. DECK CARGO AND LIVESTOCK

15.1 Containers, whether goods therein be stowed by the Carrier or by the Merchant, and uncontainered unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck. If carried on deck or under deck, Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage.

15.2 Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk and expense of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.

16. FCL MULTIPLE BILLS OF LADING

16.1 This Bill of Lading is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of .... part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement, Merchant agrees that the following provisions shall apply:

(a) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.

(b) the Goods will be delivered to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.

(c) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.

(d) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.

(e) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading covering all the contents in the Container.

(f) Merchant undertakes to Indemnify Carrier from and against any and all liability arising from accepting the Goods for Carriage on the basis of the aforesaid special arrangement.

17. HINDRANCES AFFECTING PERFORMANCE

17.1 If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising including all matters effecting performance by Subcontractors (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has only to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following:

(a) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(b) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Bill of Lading and (if practical) use reasonable endeavours to forward them to the Port of Discharge or Place of Delivery in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(c) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full Freight on the Goods and the Merchant shall pay any additional costs incurred by reason of the abandonment of Goods.

If Carrier elects to use an alternative route under clause 17.1 (a) or to suspend the carriage under clause 17.1 (b) this shall not prejudice its right to abandon the carriage.

17.2 Without prejudice to Carrier's other rights and defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.

18. METHODS AND ROUTE OF TRANSPORTATION

18.1 The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof or the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, 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

Cloud Ocean Line

Cloud Ocean Line

Cloud Ocean Line Ltd.- SEA WAYBILL Terms & Conditions

Version 07/2021

1. LAW AND JURISDICTION

1.1 The governing law of this Sea Waybill are the laws of Hong Kong Special Administrative Region and the Merchant agrees that any suits against the Carrier shall be brought exclusively in the Courts of Hong Kong, except for the carriage contracted for hereunder was to or from the United States of America, in which case suit must be brought exclusively in the United States District Court, for the Southern District of New York and U.S. law shall apply. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. The Merchant agrees that it shall not institute any suit in any other Court and agrees to pay and indemnify the Carrier all costs and expenses caused by this breach.

1.2 Carrier may, at its sole option bring suit against the Merchant for the collection of freight, other sums, indemnities or compensations in the forum mentioned above, or in the Countries of the Place of Receipt, the Port of Loading, the Port of Discharge, the Place of Delivery or in any jurisdiction where the Merchant can be found. The Merchant shall waive any challenge or objection to the jurisdiction chosen by the Carrier.

2. DEFINITIONS

In this Sea Waybill, unless the context otherwise requires:

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Sea Waybill.

"Carrier" means Cloud Ocean Line Ltd. (trading as Cloud Ocean Line), Units 1701 & 03, 17/F, Tower 1, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong on whose behalf this Sea Waybill has been signed.

"Carrier Group" means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 622 of the Laws of Hong Kong).

"Combined Transport" arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage.

"Container" includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.

"Freight" includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Sea Waybill.

"Goods" means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Sea Waybill and includes any Container, packing or equipment not supplied by or for Carrier.

"Hague Rules" means the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 with the express exclusion of Article 9.

"Hague-Visby Rules" means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and incorporated as part of Hong Kong law under the Carriage of Goods by Sea Ordinance.

"Indemnify" includes defending, indemnifying and holding harmless, including legal costs and expenses.

"Inland Transport" means a transport system involving vessel to use inland waterway, such as canal, rivers and lakes.

"Merchant" includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Sea Waybill, the notify party, any person entitling or claiming the possession of or otherwise having any interest in the Goods or this Sea Waybill, and any person acting on behalf of any such persons aforesaid.

"Pomerene Act" means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 02 any amendments thereto.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.

"Tariff" means the Carrier's applicable tariff which are incorporated herein. In the case of inconsistency between the tariff and this Bill of Lading, this Bill of lading shall prevail.

"US Carriage" means carriage to, from or through any port of the U.S.A.

"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

"Vessel" includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.

For purpose of Carrier's limitation of liability:

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this Sea Waybill as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and

"Unit" has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.

"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

3. INTERPRETATION AND GENERAL

3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier for its representations, warranties, undertakings, agreements, obligations, liability, and indemnities given by the Merchant in this Sea Waybill.

3.2 The Merchant warrants that in agreeing to the terms and conditions in this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the person entitled to the possession of the Goods.

3.3 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Sea Waybill shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its rights and defences or as an increase of any of its liability.

3.4 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.

3.5 No servant or agent of Carrier shall have the authority to waive or vary any term of this Sea Waybill, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.

3.6 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

3.7 The shipper undertakes to provide the Consignee with a legible copy of all the terms and conditions of this Sea Waybill.

3.8 The Merchant acknowledges that this Sea Waybill is not a document of title to the Goods.

4. SUB-CONTRACTING

4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's rights and defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive rights and defences on third parties in respect of the Goods and/or the Carriage.

4.2 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the rights and defences of Carrier under or pursuant to this Sea Waybill as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.

4.3 Merchant shall Indemnify Carrier against all liability arising from or in relation to the Carriage or the Goods or this Sea Waybill insofar as such liability exceeds the Carrier's liability limits under this Sea Waybill.

4.4 Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)

5.1 Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge.

5.2 This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague-Visby Rules compulsorily applicable in which case the said Hague-Visby Rules will apply to this Sea Waybill.

If and when the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea. The Carrier's liability for such additional period of responsibility shall not exceed GBP 100 sterling legal tender per package.

5.3 For carriage to or from any port of the United States or if suit is brought in the United States, this Sea Waybill shall be subjected to the provisions of the US COGSA and to the provisions of the Pomerene Act which shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck.

Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit.

If the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or waterborne Carriage in the United States of America or Carriage to or from a container yard or container freight station or Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, the Carrier's maximum liability is determined by the provisions of U.S. COGSA, as defined above.

If the loss or damage is known to have occurred during any inland carriage in the U.S., the liability of the Carrier shall be determined in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or U.S. COGSA as defined above whichever imposes lesser liability on the Carrier.

6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)

6.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.

6.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage, the liability of Carrier shall be determined as follows:

(a) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof;

(b) if it is established that the loss or damage occurred outside sea carriage, then:

(i) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(ii) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage made by or with the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and hereby incorporate and agree that the Carrier's rights and liability shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal per package.

(iii) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided in clause 5, but in no event whatsoever shall the Carrier's liability exceed the limitation provided for in the Hague Rules or GBP 100 sterling legal per package.

6.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant, then the liability of Carrier shall be determined as follows:

(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability under the Hague Rules.

(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.

6.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

7. GENERAL LIABILITY PROVISIONS

7.1 Carrier's Rights and Defences

(a) The rights and defences of Carrier provided in this Sea Waybill shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this Sea Waybill) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.

(b) The Carrier shall be entitled to (and nothing to this Sea Waybill shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were/was the owner of the Vessel.

(c) Without prejudice to the generality of (a) above, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without presentation of this Sea Waybill.

(d) Exclusion of Liability for fire damage and error and fire on inland carriage

Without prejudice to the generality of (a) above, the Carrier shall not be liable for fire aboard, navigational error or fire during Inland Transport.

7.2 Value of Goods

Subject always to Carrier's right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the market value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.

7.3 Ad Valorem Declared Value

Higher compensation than the limits provided for elsewhere in this Sea Waybill shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. The Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Sea Waybill limit of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Sea Waybill and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

7.4 Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Carrier shall under no circumstances whatsoever be liable for

(a) any direct or indirect loss caused by delay;

(b) any indirect loss of whatsoever nature and howsoever caused.

If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.2) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.

"Indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages.

7.5 Notice of Loss or Damages

(a) Unless notice of loss or damages shall have been given in writing to Carrier or his agent at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods into the custody of the person entitled to delivery thereof under this Sea Waybill or, if the loss or damage is not apparent before or at the time of delivery, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder.

(b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

7.6 Time-bar

(a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Sea Waybill or the Carriage or anything whatsoever in relation thereto, unless proceedings are brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered, or deemed delivered, or should have been delivered or following the date of the event giving rise to a claim (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

8. MERCHANT'S WARRANTIES AND RESPONSIBILITY

8.1 Merchant warrants to Carrier as follows:

(a) in accepting this Sea Waybill, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;

(b) in accepting this Sea Waybill, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant".

(c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Sea Waybill, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;

(d) the Goods are lawful goods and contain no contraband or prohibited items;

(e) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations.

(f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and

(g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.

8.2 Merchant shall Indemnify Carrier from and against any and all liabilities incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Sea Waybill.

9. DESCRIPTION OF GOODS

9.1 This Sea Waybill shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".

9.2 Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, temperature, value or condition of the Goods. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are accurate and true. The Merchant warrants that the Goods are safely and securely packed in the Container.

9.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.

9.4 The term "apparent good order and condition" when used in this Sea Waybill with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.

9.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not "damage" but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

9.6 Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Sea Waybill.

9.7 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

9.8 If any particulars of any letter of credit and/or import licence and/or sales 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 front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Sea Waybill, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.

9.9 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 (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall Indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.

9.10 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

10. CONTAINERS

Carrier Containers

10.1 Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.

10.2 Carrier is not liable for the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed, loaded or sealed. Any Container released into the care of the Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered to the Carrier at place nominated by Carrier in good order and condition, empty, undamaged, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all demurrage, detention and other charges and expenses and shall indemnify Carrier for all liability arising therefrom.

10.3 Merchant shall be responsible for any loss and/or damage to, and any liability caused or incurred by such Container whilst in its custody or control.

Merchant Packed Container

10.4 Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of:

(a) the manner in which the Container has been packed;

(b) the unsuitability for Carriage of the contents of the Container;

(c) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof;

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

10.5 Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit for Carriage in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to Carrier. Merchant undertakes to indemnify Carrier for any breach of this undertaking.

10.6 Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Sea Waybill. Carrier shall not be liable for any shortage of Goods.

SOLAS Verified Gross Mass Requirements

10.7 Merchant and/or terminals in the U.S. on-export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Sea Waybill in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS. If VGM provided by Merchant differs from VGM provided by a U.S. terminal, Carrier, per U.S. law, shall rely on VGM provided by a terminal in the U.S. export ocean trades.

10.8 In the event of any non-compliance by Merchant of Clause 10.7 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant to be inaccurate or incomplete, Carrier may, at its discretion, establish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Sea Waybill in accordance with SOLAS and the deadlines established by Carrier and the provisions of Clauses 13.3(a) through 13.3(c) shall apply. Carrier shall have no responsibility whatsoever for export cargo from the U.S. when VGM is provided by the terminal.

10.9 Carrier shall not have any liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant. Merchant shall Indemnify Carrier from and against any and all liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant on which Carrier relies.

11. INSPECTION OF GOODS

11.1 Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.

11.2 If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.

12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO

12.1 Goods of perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on this Sea Waybill that they will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way.

12.2 Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container or any other facilities, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.

12.3 Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled shipment stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequence of any other temperature accepted for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

12.4 The term "apparent good order and condition" when used in this Sea Waybill with reference to Goods which require refrigeration, ventilation or other specialised attention does not mean that Goods, when received, were verified by Carrier as being at the carrying temperature, humidity level or other condition designated by Merchant.

13. HEAVY LIFT

13.1 Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant in letters and figures not less than five (5) centimetres in size.

13.2 Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.

13.3 In the event of any breach of compliance by Merchant of Clause 13.1 or Clause 13.2;

(a) Carrier shall be released of all liability in respect of the Goods;

(b) Merchant shall Indemnify Carrier against all liability, loss and damage incurred by it by reason of such non-compliance;

(c) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Sea Waybill.

14. DANGEROUS GOODS

14.1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever.

14.2 Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:

(a) given written notice of their nature, type, name, label, particulars and classification to Carrier, and obtained Carrier's prior express consent in writing;

(b) fully informed the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods, distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;

(c) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable during the Carriage or otherwise in regard to such goods;

(d) not permitted incompatible goods to be packed in the same Container.

14.3 If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other rights and defences.

14.4 Merchant shall fully Indemnify Carrier against all liability arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) liability resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Contractors), damage to any property (including any Container and Vessel and other Goods whether on board or ashore), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.

14.5 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

15. DECK CARGO AND LIVESTOCK

15.1 Containers, whether goods therein be stowed by the Carrier or by the Merchant, and uncontainered unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck. If carried on deck or under deck, Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such on-deck carriage.

15.2 Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk and expense of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.

16. FCL MULTIPLE BILLS OF LADING

16.1 This Sea Waybill is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of … part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement Merchant undertakes that the following provisions shall apply:

(a) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.

(b) the Goods will be delivered to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.

(c) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.

(d) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.

(e) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading covering all the contents in the Container.

(f) Merchant undertakes to indemnify Carrier from and against any and all liability arising from accepting the Goods for Carriage on the basis of the aforesaid special arrangement.

17. HINDRANCES AFFECTING PERFORMANCE

17.1 If at any time the performance of the contract contained in or evidenced by this Sea Waybill is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising including all matters effecting performance by Subcontractors (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following:

(a) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(b) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Sea Waybill and (if practical) use reasonable endeavors to forward them to the Port of Discharge or Place of Delivery in which case he shall be entitled to charge such additional Freight or costs as Carrier may determine;

(c) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full Freight on the Goods and the Merchant shall pay any additional costs incurred by reason of the abandonment of Goods.

If Carrier elects to use an alternative route under clause 17.1 (a) or to suspend the carriage under clause 17.1 (b) this shall not prejudice its right to abandon the carriage.

17.2 Without prejudice to Carrier's other rights and defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.

18. METHODS AND ROUTE OF TRANSPORTATION

18.1 The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a