### 1. DEFINITIONS

\*Charges\* includes all charges payable to the Carrier in accordance with the applicable Tariff and this TO excluding the Freight.

\*Container\* includes any container (including an open no container), file track, platform, trailer, transportable tank, palled or any other similar actiful used to exceptible the PoCost and any connected explainer and.

\*Freight\* means: unless otherwise indicated on the reverse hereof, the amount of money payable to the Carrier in accordance with the applicable Tariff covering solely the ocean carriage or the transport between the places defined in the Contined Transport operation (whichever is applicable) excluding any other services included in the

in the Combined Transport operation (wincheve is appricately excussing any ware acceptance). Cardiage.

Goods' means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any container not applied by or on behalf of the Cardia.

Container not applied by or on behalf of the Cardia.

Define the Container of the Cardiage of the C

enument of use possession or me soots or of this till of Lating (when the ID is a Bill of Lating) and anyone acting on behalf of such pressures and the Place of Palece of Delivery are indicated on the reverse not container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container are each deemed a Package. "Person' includes an individual, corporation, or other legal entity." Port-to-Port arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes owners, charteres and operators of vessels (other than the Carrier), stevedores, longshoremen, lighteres, terminal and groupage operators, road and rail transport operators, wearhousemen, plots and any independent contractors employed by the Carrier performing the Carriage and any independent contractors employed by the Carrier performing the Carriage and any independent contractors employed by the Carrier performing the Carriage and any other or indirect."

"Terms and Conditions' means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties of this ID."

is ID.

"means the US Carriage of Goods by Sea Act 1936.

ans any water borne craft used in the Carriage under this TD which may be a feeder vessel or an

2. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the therein relating to these strongs time and to container and vehicle demurage or detention. Copies of the riprovisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency this TD and the applicable Tariff, the TD shall prevail.

3. WARRANTY The Merchant war SETTINGS 1.1.1
The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this TD.

4. SUB-CONTRACTING
4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.
4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever in contract, bailment, tort or otherwise shall be made against any servent, agent, or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chattered by any of them any liability whatsoever in connection with the Codes or the Carriage of the Code whether or not arising out of negligence on the part of such Person, and, if any such or the camage of the Goods whether or not arising out of negligence on the part of such Person, and, if any subcut immediate production and elegation sould nevertheless be made, to indemnify the Cartier against all consequences thereof Usu, projudos to the foregoing every such sevent, agent, and Sub-Contractor shall have the benefit of all Terms and Conditions of whether including clause 2 for characteristic productions and purisodiction clause, as if such Terms and Conditions ever expressly for their benefit and, in entering into the contract. It carries, to the extent of such Terms and Conditions, does so on its own behalf, and, and also as agent and trustee for such servans, agents and Sub-Contractors.

4.3 The provisions of clause 4.2 Fucilions by and the first production of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessels.

shall extend to lat claims or aniagature or immonstrate insure segment of the Goods shall be made against the Carrying vessel.

4.4 The Merchart further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whistoever in correction with the Goods or the Carriage of the Goods, whether or not arising out of negligines on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

to indemnify the Carrier against all consequences thereof.

3.1 When the Carrier for loss of or damage to the Goods.

3.1 When the Carrier for loss of or damage to the Goods.

3.1 When the Carrier for loss of or damage to the Goods.

3.1 When the Carrier for loss of or damage to the Goods.

3.1 When the Carrier for loss of or damage to the Goods.

3.2 The Carrier shall have no liability whatsoever for any loss of or damage to the Goods, howsoever caused, if a carrier shall have no liability whatsoever for any loss of or damage to the Goods, howsoever caused, if a carrier shall have no liability whatsoever for any loss of or damage to the Goods, howsoever caused, if a commenced when the Goods are connected with the tacke alongside the Vessel, Loading shall be deemed to have been completed when the Goods are documented for the tacke alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are documented for the tacke alongside the Vessel, and discharge shall be a Carrier shall be subject to the interface and the carrier of the Goods are connected from the tacke alongside the Vessel, and discharge shall be to the Carrier shall be subject to the interface and the carrier shall be carried to the Carrier shall be subject to the inland carrier's contract and taeff. If for any reason the Carrier is dended the right to act as agent of the tense time, is liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

CADRIENT RESPONSIBILITY COMBINED TRANSPORT

Where the Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure
performance of the Carriage from the Place of Receipt or the Plot of Loading, whichever is applicable, to the Port
of Dachrape or the Place of Delivery, whichever is applicable, and, save as so otherwise provided for in the TD, the
Carrier shall be listle for loss or drange occurring during the Carriage prior the extent set on the Delivery.

6.1 Where the stage of Carriage where loss or dramage occurred is not known, the Carrier shall only be liable in it is
proven by the Merchart that the loss of and/ori dramage to the Goods has been caused by the Carrier's gross
negligence and/or will'ul misconduct. In all other circumstances the Carrier shall not be lable.

6.2 Where the stage of Carriage where the loss or dramage occurred is now northithstanding anything provided
for in clause 6.1 and subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be
othermined:

determined:
(a) in case of shipments to create it in the light light of the Carrier in respect of such loss or damage shall be (a) in case of shipments to or from the USA by the provisions of US COSSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA or during Carriage to serving container year or contrainer year or year or year. On the USA or or year or year. On the year of year or year. Year or year. Year or year. Year or year.

freight station in or immediately adjacent to the sea terminal at the Pott of Loading or of Discharge in ports of the USA: or (b) by the Hague Rutes articles 1-8 inclusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred from and during loading ont the Vessel, but los and during discharge from the Vessel. These articles of the Hague Rutes shall apply as a matter of contract, or (c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any infand carrier in whose custody the loss or damage occurred or, in the absence of such contract by the provisions of clause 6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any infand carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is a public, semi-public and/or imposed exclusive or monopolistic body by the conditions applicable for such body or in the absence of sub-contractor by the provisions of clause 6.2 references in the Hague Rutes to Carriage by sea shall be deemed to include references to all whethom Carriage and the Hague Rutes to Carriage by sea shall be deemed to include references to all whethom Carriage and the Hague Rutes and the constructed accordingly.

8.3 The Carrier shall be under no liability whatsover for loss of or damage to the Goods howsover occurring: (a) if the Place of Recept is not named on the reverse hereof, and such loss or damage arises subsequent to the first provision of contractors of the provision of continuence and the provision of the Vessel; or (b) if the Place of Recept is not named on the reverse hereof, and such loss or damage arises subsequent to

(a) if the Place of Receipt is not named on the reverse here of the Vesse; or (b) if the Place of Delivery is not named on the reverse hereof, and such loss or dismage arises subsequent to discharge from the Vessel, save that where US COSSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container frieight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

Port of Loading and/or Discharge.

7. COMPENSATION AND LIABILITY PROVISIONS
7. Subject always to the Carrier's light to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the FCB or Inchange to the Goods put Freight and insurance it pack. If the FCB or FCA price of the Goods carrior to established, such compensation shall be calculated by reference to the value of such Goods star be place and time to established, such compensation shall be calculated by reference to the value of such Goods star be place and time they are delivered or should have been elivered to the Merchant. The value of the Goods shall be finded according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

20 the Carrier shallow yhall in no event decreased one hundred pounds fault money of the United Kingdom per package or unit of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.20) applies.

(b) Where USA COGSA applies by virtue of clauses 5.3 or 6.2(a) neither the Carrier nor the Vessel shall in any event be or become liable for any loss of or dramage to the Goods or in connection with the Carrier in an amount exceeding USD 500 per Package or customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods declared to the Social Scale policy to the Social Scale policy with the Carrier has been stated on the reverse of this TD and statis ingligad, in Intel case, the amount of the decaded scale and the reverse of this TD and statis ingligad, in Intel case, the amount of the decaded scale and the sevent of the Social Scale and the service of any stationy protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regul

## 8. GENERAL 8.1 The Carrier

8. GENERAL
8. The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any porticular time or to meet any particular requirement of any incence, permission, size contract, or credit of the Marchard or any market or use of the Goods and the Carrier shall in no circumstances whatsoever and howsoever asing be label for any direct, indirect or consequential loss or demange caused by delay. If the Carrier should nevertheless be had legally label for any such direct or indirect or consequential loss or diamage caused by delay.
8.2 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage acused by delay.

8.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall be entitled neither to impose, other, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require delivery of the Goods at any other Port or Place than the Port of Dischape or Place or Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier, in Sub-Contractors, severats or agents arising or resulting from any stoppage whatsoever in the Carriage of the Goods.

8.4 The Terms and Conditional Carrier of the Ca

NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier of his pagers at the Pilese of Delivery (or Port of Discharge if no Pilese of Delivery is named on the reverse hereoff before or at the time of delivery of the Coods as described in clause 22 or if the loss or damage is not apparent within three days thereafter, the Carrier hall be deemed primar face to have delivered the Coods as described in this TD. In any event, the Carrier shall be discharged from all labelity whatcover in respect of the Coods unless tals brought within twelve mornts after the deliver or after the date when they are considered to be displayed as per clause 22(2) or 2(3)) as the case may be.

In cased any clause against the Carrier of vhatboever traiter other than for damage to or loss of the Goods or or claims not relating to the Coods, notice to be given within one week and suit to be trought against the Carrier within Car

10. DEFENCES AND LIMITS FOR THE CARRIER
10.1 It has been agened between the Carrier and the Merchant that if the 'Di is a Bill of Lading only the Holder and if the TD is a non-engolatible wayfull only the Shope or, alternatively, the Consignine (depending on which one of those two Persons actually incurred the loss or damage), shall be entitled to claim from the Carrier, whether on the shall be considered to the control of the Carrier against an expensive the control of the Carrier against all consequences them the electrons and the Carrier against all consequences them.

Would informments make sour cash or analysis, when he was a sense of the cash of the cash

or delay arose as a result of unseavorthiness, negligence or fundamental breach of contract.

11. SHIPPER-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier (FCL Container):

11.1 The 3D shall be a receipt only for such a Container.

11.2 The Carrier shall not be laide for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, laibility or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, laibility or expense has been caused by any matter beyord his control including, inter alia, without prejudice to the generality of this exclusion; (a) the marrier has been packed; or (b) the unsulability or deflective conflict or control in the Containers, or (c) the unsulability or deflective conflict or of the Containers, or (c) the unsulability or deflective conflict or could have been appeared upon reasonable inspection by the Merchant or port to the lime the Container was packed.

11.3 The Merchant is responsible for the packing and sealing of all FCL Containers and if a FCL Container is subsidiated or any shortage of Goods ascertained at delivery.

11.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

11.4 Till Drapper sizes count and suitable for use.

12. PERISHABIE CARGO
12. The State of the Principle State of the Stat

In INSPECTION OF GOODS

The Careler shall be entitled, but under no obligation, to open and/or scan any Package or Container at any time and to inegate the contents. If a gueens at any time that the Goods cannot safety or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Mechant (but as his agreement) state are suscessed and/or incur any measures in additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to advand on the Carriage and/or to store them ashore or affour, under cover or in the open, at any place, which set the Carrier in his absolute discretion considers most appropriate, which safe, disposal, sharkforment or storage shall be deemed to constitute due delivery under this TD. The Mechant shall indemnify the Carrier against any reasonable additional expense so incurred. The Cairrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

delay or damage hovesover arising from any action or lack of action under this clause.

4. <u>INSCRIPTION OF GOODS</u>

14. This TD shall be prima force evidence of the receipt by the Carrier in apparent good order and condition, except 14. This TD shall be prima force evidence of the receipt by the Carrier in apparent good order and condition, except 14. This TD shall be primated in the box on the reverse side hereof entitled "Patriculass furnished by the Merchant".

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

14.3 The Shipper warrant's to the Carrier shall be predicted by the Shipper in neceipt of this TD and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and cornect. The Shipper also warrants that the Goods are faultiful goods, and contain no contributed drugs, showwarps or or enter flegal substances, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

15. Such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this TD.

Islanding under this TID.

S. MERCHANT'S RESPONSIBILITY

13.1 All of the Persons coming within the definition of Merchant in clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this TID.

13.2 The Merchant shall be saide to read a beginning to be carrier gained in the Carrier in this TID and 13.2. The Merchant shall be saided to the shall be saided to the carrier in this TID and 15.2. The Merchant shall be carrier in this TID and 15.2. The Merchant shall comply with all englations or represented or customs, port and other authorities, and shall bear and pay all oblies taxes, fines, imposts, expenses or losses (including, without prejudice to the generally of the foregoing Frieight for any additional Carriage undertaken) incurred or simple dry vessor of any failure to so comply, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the cooks, and shall indimently the Carrier in respect thereof.

15.4 If Containers supplied by or on behalf of the Carrier, within the time prescribed. Should a Container not be received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be received to the Carrier. Within the time prescribed in the Tartier, the Merchant shall redeminy the Carrier of the Merchant for packing or any other purpose whatsover are at the sole risk of the Merchant rule redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/ord cambrage and/or delby to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to t

capacity of any Containers released to them.

16. FREIGHT, EXPENSES AND FEES

16. Trull Freight and/or Charges shall be payable based on particulars furnished by or on behalf of the Stippor.

16. Trull Freight and/or Charges shall be payable based on particulars furnished by or on behalf of the Stippor Septiculars are incorrect the examining, weighing, measuring, or valuing the Goods.

16.2 The Merchant is responsible for the payment of the Freight and/or Charges which shall be considered completely seamed on recept of the Goods by the Cartier and shall be paid and nor returnable in any event.

16.3 All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or Oliberage or the Place of Receipt or of Delivery or as specified in the Carrier's Tartff.

16.4 The Merchant's attention is dawn to be signal additional insurance premium and other contrigencies relative to Freight and/or Charges in the applicable Tartff.

16.5 All Freight and/or Charges shall be paid without any set-off, counter-claim, deduction or stay of recording relative to the Goods.

16.6 If the Merchant fails to pay the Freight and/or Charges when due he shall be liable also for the payment of reasonable legal fees and expenses incurred in collecting any sums due to the Carrier and interests at a rate of 1% per month from the due date. Payment of Freight and charges when due he shall be liable also for the payment of reasonable legal fees and expenses incurred in collecting any sums due to the Carrier and interests at a rate of 1% per month from the due date. Payment of Freight and charges to a freight province for being the transcribed review of the Carrier and shall be made at the Merchart's set in St.

17.LLES.
The Camer shall have a lien on the Goods and any documents relating thereto for all sums payable to the Cartier by the Mexicant under this or any other contract and for general average contributions to whomsoever due. The Cartier may exceeds his lien at any time and any piace in its set discliention, whether the contracted Cartiago is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that

purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

### 18. STOWAGE OF GOODS AND LIVE ANIMALS

18. STOWAGE OF GOODS AND LIVE ANIMALS
II The Goods in the packed by the Cartier in Containers and consolidated with other goods in Containers.
18.2 Goods packed in Containers (other than flats or pallets) are carried on disck unless indicated otherwise on the
reverse hereof. The Cartier shall not be required to note, mark or stamp on the reverse hereof. The Cartier shall not be required to relate unless 18.3, such Goods (except live animals) shall
participate in general average and shall be deemed to be within the definition of goods for the Jurgues of the Hague
Rules or US GOGSA and shall be carried subject to such Rules or Act, whichever is applicable.
Rules or US GOGSA and shall be carried subject to such Rules or Act, whichever is applicable,
reference of the Action of the Cartier (or Cartier Shall be applicable or Act, whichever is applicable,
reference or the Cartier Shall be carried subject to such Rules or Act, whichever is applicable,
reference or the Cartier Shall be carried subject to such Rules or Act, whichever is applicable,
reference or the Cartier Shall be carried to the Cartier Shall

## 19. METHODS AND ROUTES OF CARRIAGE 19.1 The Carrier may at any time and without not

19. Intel FUNDS AND KOUTES OF CARRINGS:

19.1 The Camer may at any lime and without niclose to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;

(c) unpack and remove the Goods which have been packed into a Container and forward them via Container or

College and tensive evolutions which have been packed into a collinative and toward until not obtained to obtain the collinative and obtained to obtain a collinative and the collinative and the collinative and the collinative and any and any and any port or piace whitescever (including the port of floating) helpen provided once or more often, and is any order in or out of the route or in a contrary direction to or beyond the port of discharge once or more often. (e) load and unload the Coods at any place or port (whether or not any such port in ramed on the reverse hereof as the Port of Loading or Port of Discharge) and store the Coods at any such port or place. (f) comply with any orders or recommendations given by any government or authority or a valinity or any Person or body purporing to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier free hight to give orders or directions.

19.2 The liberties set out in clause 19.1 may be invoked by the Carrier for any purpose whistoever whether or not connected with the Carriage of the Cooks. Anything done or not done in accordance with dissue 19.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

arising therefrom shall be determed to be written the contentions to ensure the contention of the content of the contention of the contention of the content of the contention of the content of the c

provision or clause in hereof, he strail be entitled to charge such abonitions in length and other costs as the culture (i) (a) Abandon the Cartiage of the Goods and place them at the wherchard's disposal at any place or por which called many dearmage of the Goods and place them at the wherehorsh's disposal at any place or por which called many dearmage that the control of the cartiage of the

this shall not projudice his right subsequently to abandon the Carinage.

21. DANGEROUS 90005

21. No Goods which are or which may become of a dangerous, noxious, hazardous, filammable, or damaging nature (including radio-active material) or which are or may become liable to damage any Persons or properly whatscover, and whether or risk to listed in any direction unfolial, international or artifacts of convention, listing or table shall be landeated to the Carrier for Carinage without proviously oxiving writhen reloaded the contained of carrier and obtaining his consent in writing and without disstudy marking the Goods and the Container or other covering on the cusied so as as include the variety of the carrier and obtaining his consent in writing and without dostaining his consent and/or south marking, or if in the opinion of the Carrier and obtaining his consent and/or south marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous or rendered harmless without compensation to the Mechant and without projudice to the Carrier's right to Freight. 21. The Mechant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carrier's great or their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carrier's right to Freight.

21.3 The Mechant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or the Carriage of the Carriage of Succi Goods, and/or arising from breach did any of the warranties in clause 21.2 Invitation of the numer delay of the warranties in clause 21.2 Invitation of the numer delay of the warranties in clause 21.2 Invitation of the Carrier of the Numer delay of the Carrier of any of his rights provided for elsewhere.

21.4 Notifical Total Discoss Carriage of Succi Carriage of Succi Carriage of

22. NOTIFICATION, DISCHARGE AND DELIVERY
22.1 Any mentioning in this TD of parties to be notified of the arrival of the Goods is solely for information of the
Carrier. Failure to give such notification shall not involve the Carrier in any flability nor relieve the Merchant of any
obligation because.

22. Any membrang in this TO of parties be notified of the arrival of the Goods is solely for information of the 22.1 Any membrang in this TO of parties to be notified of the arrival of the Goods is solely for information of the collegation hereuroids.

22.2 If no Pieze of Oblivery is named on the reverse hence, the Carrier of the all theirly to discharge the Goods at the Port of Discharge without notice to the Merchant, directly as they come to hand, at or onto any wharf, craft, which can place, on any day and at any time, whereupon the liability of the Carrier (aft any) nerspect of the Goods discharged as afforesaid, shall wholly cease notwithstanding any custom of the Port to the contrary and divisives of the Goods and the Carrier of the Carrier of the Goods discharge and the Carrier of the Carrie

(2) Each Merchant shall bear any shortage/damage in such proportion discretion determine.

# 23. BOTH-TO-BLAME COLLISION CLAUSE The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request, are hereby incorporated herein. 24. GENERAL AVERAGE AND SALVAGE

24. GENERAL AVERAGE AND SALVAGE
24.1 General average to be adjusted at any port or place and in any currency at the Carrier's option and to be settled according to the York-Antweep Rules 1994, this covering all Goods carried on or under deck. General average on a Yessel not operated by the Carrier's hilb eadjusted according to the requirements of the operator of the Vessel.
24.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated.
24.2 Such security including a basing and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any tien for general average contribution due to the Mechanic.
24.3 If a salving ship is covered or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship beforged to Stranges.

25. VARIATION OF THE CONTRACT AND VALIDITY
25. No servant or agent of the Cartier shall have the power to waive or vary any Terms and Conditions unless such waiver or variations in writing and is specifically authorised or ratified in writing by the Cartier.
25.2 th the event that anything herein contained is inconsistent with any applicable international convention or rational law, which cannot be departed from by private contained, the provisions hered shall be the extent of such inconsistency but no further be rull and void.

26. LAW AND JURISDICTION

Any claim or dispute arising under this TD, including third party proceedings or those involving several ordersfards, shall exclusively be determined by the High Court of Justice, London (to the exclusion of the jurisdiction of the courts of any other place) or, at the Carrier's option in the defendant is not the Carrier's by the courts and according to the law of that place where the defendant hash registered office, but only to the extent that enything else has not been dealt with by the provisions of this TD.