



Bill of Lading Conditions

1. DEFINITIONS

“Carrier” means ARMACUP LTD., trading as “Armacup” on whose behalf this Bill of Lading has been signed.

“Merchant” includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the goods or of this Bill of Lading and anyone acting on behalf of any such person.

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

“Goods” means the cargo declared by and accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

“Container” includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to consolidate goods.

“Carriage” means the whole of the operations and services undertaken by the Carrier in respect of the Goods.

“Combined Transport” arises when the Place of Acceptance and/or the Place of Delivery are indicated on the face hereof.

“Port to Port Shipment” arises where the Carriage called for by this Bill of Lading is not Combined Transport.

“Freight” includes all charges payable to the Carrier in accordance with the applicable Tariff.

“Vessel” includes the vessel named herein or any substituted vessel, feeder, lighter or other watercraft utilized by the Carrier for the carriage by sea.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

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

4. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person whomsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any such person or any vessel owned by any such person any liability whatsoever in connection with the goods whether or not arising out of negligence on the part of such person and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit: and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent and trustee for such persons.

5. CARRIER'S RESPONSIBILITY

(A) Port to Port Shipment

Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then:

(1) this bill of lading shall have effect subject to any national law making the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels on 25th August 1924 (the Hague Rules) or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (the Hague-Visby Rules) compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading be repugnant to that legislation to any extent, such term shall be void to that extent but no further. Neither the Hague Rules nor the Hague-Visby Rules shall apply to this Bill of Lading where the goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.

(2) save where the Hague or Hague-Visby Rules apply by reason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill

of Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

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

(B) Combined Transport

Where the Carriage called for this Bill of Lading is Combined Transport, then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(1) Where the stage of Carriage where loss or damage occurred is not known

(a) Exclusions

Where the stage of Carriage where the loss or damage occurred is not known the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

- (i) an act or omission of the Merchant:
- (ii) insufficiency of or defective condition of packing or marking
- (iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant:
- (iv) inherent vice of the Goods:
- (v) strike, lock-out, stoppage or restraint of labour the consequences of which the Carrier could not avoid by the exercise of reasonable diligence.
- (vi) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy
- (vii) any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proving that the loss or damage was due to one or more of the causes or events specified in this sub-clause (B) (1) shall rest upon the Carrier.

Save that, when the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in paragraphs (a) (ii), (iii) or (iv) above, it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact caused either wholly or partly by one or more of these causes or events.

(c) Amount of Compensation

(i) Compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Merchant or at the place and time when they should have been delivered.

(ii) The value of the Goods shall be determined according to the current commodity exchange price, or if there is no such price, according to the current market price, or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(iii) Except as provided in sub-clause (c) (3) below, compensation shall in no circumstances whatsoever and howsoever arising exceed U.S. \$2.50 per kilo of the gross weight of the goods lost or damaged.

(2) Where the stage of Carriage where loss or damage occurred is known

Notwithstanding anything provided for in sub-clause (B) (1) above or subject to Clause 14 (Deck Cargo and Livestock) where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined as follows:

(a) by provisions contained in any international convention or national law which provisions –

(i) cannot be departed from by private contract to the detriment of the Merchant: and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

Provided that an international convention or national law will determine the Carrier's liability as aforesaid only if it would have been applicable if the contract referred to in (ii) above were governed:

(A) where the loss or damage occurred between the time that the Goods were received by the Carrier and the time that the Goods were loaded at the port of loading, by the national law of the country of the place of receipt: or

(B) where the loss or damage occurred during carriage by sea, by the national law of the country of the final port of discharge: or

(C) where the loss or damage occurred between the time that the Goods were discharged at the final port of discharge

and the time that the Goods were delivered to the Merchant, by the national law of the country of the place of delivery, or

(b) where no international convention or national law would apply by virtue of (a) above, by the Hague Rules, if the loss or damage is known to have occurred at sea or on inland waterways, or

(c) the provisions contained in any contract entered into between the Carrier and any sub-contractor in accordance with clause 4 (including the provisions contained in any international convention or national law incorporated therein by reference) provided that no international convention or national law is applicable under paragraph (a)

(3) Special Provisions for Combined Transport

(a) Notice of loss or damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three days of delivery to the Carrier or to his representative. Claims shall be submitted in writing.

(b) Time-bar

In any event, the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and notice thereof given to the Carrier within twelve months after delivery to the Goods or the date when the Goods should have been delivered.

(c) Exclusion of Limitation

The Carrier shall not be entitled to the benefit of the limitation of liability provided for in (B) (1) (c) above if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result

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

(1) Delay

The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in sub-clause (B) (2) above the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

Where under the provisions of (B) (2) above the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to the relevant stage of transport provided this is not contrary to the international convention or national law concerned.

(2) Supply of Containers

(a) The terms of this Bill of Lading shall

govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether supplied before or after the Goods are received by the Carrier for Carriage or delivered to the Merchant.

(b) The merchant shall assume full responsibility for and shall indemnify the carrier against any loss or damage to the Carrier's Container(s) and other equipment(s) which occurs while in the possession or control of the Merchant or inland carriers engaged by the Merchant.

(c) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss or damage to property of other persons or injuries to other persons caused by the Carriers Container(s) or the contents thereof during handling by or while in the possession or control of the Merchant or inland carriers engaged by the Merchant.

(3) Ad Valorem

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

(4) Hague Rules Limitation

Where the Hague, Hague-Visby or Hamburg Rules are not compulsorily applicable to this Bill of Lading, the Carrier shall be entitled to the benefits of all privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall be GBP (British Pounds Sterling)100 .

(5) Scope of Application

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

6. SHIPPER-PACKED CONTAINERS

If a Container has not been packed or stowed by or on behalf of the Carrier:-

(a) the Carrier shall not be liable for loss of or damage to the Goods caused by

(i) the manner in which the Container has been packed or stowed: or

(ii) the unsuitability of the Goods for carriage in Containers; or

(iii) the unsuitability or defective condition of the Container provided that where the Container has been provided by or on behalf of the Carrier this paragraph (iii) shall not apply if the unsuitability or defective condition arose without any want of due diligence on the part of the

Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stowed.

(b) the Merchant shall indemnify the Carrier against any loss, damage liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a) (i) (ii) or (iii) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (iii) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.

7. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods without notice to the Merchant.

8. CARRIAGE AFFECTED BY CONDITIONS OF GOODS

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take any measure(s) and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. DESCRIPTION OF GOODS

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

10. SHIPPER'S RESPONSIBILITY

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

(2) The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

11. FREIGHT AND CHARGES

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Merchant's attention is drawn

to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.

(3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure or revalue the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.

(4) Except as may be provided to the contrary in the applicable Tariff all Freight and Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

(5) Notwithstanding that the property in the Goods shall have passed to an endorsee of the Bill of Lading or Consignee named herein and irrespective of whether or not the Carrier has exercised its lien as provided in Clause 12, the parties falling within the definition of Merchant in Clause 1 including but not limited to the Shipper shall be jointly and severally liable for:

(a) all sums payable to the Carrier under this contract and general average contributions to whomsoever due and for the cost of recovering the same, which in fact remain unpaid (whether or not in there is any stipulation on the face of the Bill of Lading to the effect that such sums have been paid or are payable at destination,) and

(b) the replacement value of any Container or equipment (whether owned or leased by the Carrier) consigned to the premises of any party falling within the definition of Merchant in Clause 1 and not returned by reason of being lost or destroyed to the place nominated by the Carrier and or any loss or expense that may arise from such non-return and or the cost of repairing the Container if damaged (whether or not by the fault of negligence of the Merchant or its servants or agents) after the Carrier has consigned the same to the Merchant.

12. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto and on any other goods of the Merchant and any documents relating thereto in the custody or control of the Carrier for all sums payable to the Carrier and for general average contributions to whomsoever due and for the cost of recovering the same, and for the purpose shall have the right to sell the Goods and or the other goods by public Auction or private treaty without notice to the Merchant.

13. OPTIONAL STOWAGE

(1) The Goods may be stowed on deck, in poop, forecastle, deck house, shelter deck,

passenger space, bunker space or any covered-in space commonly used in the trade for the carriage of goods.

(2) The Goods may be stowed by the Carrier in Containers.

(3) Goods stowed in Containers other than flats or pallets whether by the Carrier or the Merchant, may be carried on deck or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules (or where the Hague-Visby Rules would be applicable to the Carriage under the provision of Clause 5 (carriers Responsibility) hereof, for the purposes of the Hague-Visby Rules).

14. DECK CARGO (AND LIVESTOCK)

(1) Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck (and livestock, whether or not carried on deck.) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

(2) Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction, howsoever arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any vessel, craft, conveyance. Container or other place existing at any time in the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the carriage of such livestock).

15. METHODS AND ROUTE OF TRANSPORTATION

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

(a) use any means of transport or storage whatsoever

(b) transfer the goods from one conveyance to another including transshipping or carrying the same on another vessel than that named in the face hereof or by any other means of transport whatsoever

(c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise

(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to stay at any place or port whatsoever once or more often and in any order

(e) load or unload the goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the goods at any such place or port

(f) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or direction

(g) permit the vessel to proceed with or without pilots.

(2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever or not connected with the Carriage of the goods including undergoing repairs towing or being towed adjusting instruments dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause

(1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

(3) By tendering Goods for Carriage without any written request for Carriage in a specialised Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

16. MATTERS AFFECTING PERFORMANCE

If at any time Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods or any part thereof safely or properly to be carried further) and howsoever arising (even though the circumstances giving rise to such hindrance risk delay difficulty or disadvantage existed at the time this Bill of Lading was entered into or the goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the Carriage is commenced) may either –

(a) without notice to the Merchant abandon the Carriage of the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such place or port;

(b) without prejudice to the Carrier's right subsequently to abandon the Carriage under (a) upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward Goods, the Carriage of which has been suspended, as soon as possible

after the cause of hindrance, risk delay difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Place of Delivery named in the Bill of Lading.

17. DANGEROUS GOODS

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

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

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

(4) Nothing contained in this Clause shall deprive the Carrier of any of his rights otherwise provided for.

18. REGULATIONS RELATING TO GOODS

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

19. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand or on to any wharf, craft or place on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or

that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges dues or other expenses may be or become payable if craft is used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or that part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and the Clause 5 until they are discharged from such craft. The Merchant shall take delivery of the Goods upon discharge. All expenses incurred by reason of the Merchants failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.

(3) Where the Carriage called for by this Bill of Lading is Combined Transport the Merchant shall take delivery of the Goods within the time provided for in the Carriers applicable Tariff (see Clause 2)

(4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, whether the carriage called for by this Bill of Lading is a Port to Port Shipment or Combined transport, the Carrier shall be entitled without notice to unstow the Goods or that part thereof if stowed in Containers and/ or to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(5) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under sub-clause (2) or (3) above or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

20. BOTH –TO-BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in navigation or the management of the Vessel, the Merchant undertakes to pay the Carrier, or, where the carrier is not the owner and in possession of the

Vessel, to pay to the Carrier, as trustee for the owner and/or demise charterer of the Vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the Vessel against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or her owner or demise charterer or the Carrier. The forgoing provision shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

21. GENERAL AVERAGE

General average shall be adjustable according to the York-Antwerp Rules of 1994 or any subsequent modification thereof at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit

or other security as the carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

22. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract, or otherwise, the Merchant, Shipper, Consignee, or owners of the Goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if salving ship or ships belonged to

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

23. VARIATION OF THE BILL OF LADING.

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

24. LAW AND JURISDICTION

Any Claim or dispute under the Bill of Lading shall be determined by the courts of New Zealand according to New Zealand law.

25. LIMITATION OF STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws statutes or regulations of any countries.

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