

### 1. Definitions.

Wherever the following terms are used in this Bill of Lading, both on the face and back hereof shall have the following meaning  
"Carrier" means NE Dutch or the owner of the vessel on which the goods are carried.

"Goods" means the cargo described on the face of the Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

"Carriage" means whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

"Merchant" shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

### 2. General Paramount Clause.

The Hague Rules contained in the international Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted on the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipment to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply *Trades where Hague-Visby Rules apply.*

In trades where the international Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - The Hague-Visby Rules-apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to deck cargo and live animals.

### 3. Jurisdiction.

The contract evidenced by this Bill of Lading shall be governed by Dutch law, and notwithstanding anything else contained in this Bill of Lading or in any other contract, any and all actions against the Carrier in respect of goods or arising or of the carriage shall exclusively be brought before the District Court of Rotterdam, whilst any actions by the Carrier against the Merchant may be brought before the said Court or any other competent court at the Carrier's option

### 4. Period of Responsibility.

The Carrier nor his Agent shall not be liable for loss of or damage, to the goods during the period before loading and after discharge from the vessel, however such loss or damage arises.

### 5. The Scope of Voyage.

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or shopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew.

### 6. Substitution of vessel, Transshipment and Forwarding.

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

### 7. Delivery.

The Merchant shall take delivery of the Goods within the time provided for by the Carrier or as otherwise agreed. If the merchant fails to do so the Carrier may without notice unpack the goods if packed in containers and / or store the Goods ashore or another place at the sole risk of the Merchant. Such storage shall constitute due delivery of the Goods hereunder, and the reupon all liability whatsoever of the Carrier in respect of the Goods shall cease, and all costs of unpacking and storage shall be paid by the Merchant to the Carrier upon first demand.

### 8. Options.

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage - hall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

### 9. Freight and Charges.

(a) Prepaid freight, whether actually paid or not, shall be considered as fully earned upon sending and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 5 per cent, shall run from the date when freight and charges are due.

(b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and replacing of packing due to excepted incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

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

(d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

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

### 10. Lien.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

### 11. Delay.

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

### 12. General Average and Salvage.

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1994. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or

not, for which on for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

**13. Both-to-Blame Collision Clause.** (This clause to remain in effect even if unenforceable in the Courts of the United States of America). If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the owner of said cargo and set - off, or recouped or recovered by the other or non carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or Those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

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

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

(b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk seizure or damage or delay, resulting from war, like operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe, and convenient Port.

(c) Should it appear that epidemics, quarantine, Ice-Labour troubles, labour obstructions, strikes, lock-outs, any of which onboard or on shore - difficulties on loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

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

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

(f) The Merchant shall be informed if possible.

### 15. Identity of Carrier.

The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) on it is therefore agreed that said Ship Owner only shall be liable for any damage or loss due to any breach, or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other. It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on be the Master is not a principal in the transaction, said Line, Company or Agents shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

**16. Exemptions and Immunities of all servants and agents of the Carrier.** The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever, including liberty to further sub-contract.

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting.

as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

### 17. Optional Stowage Unitization.

(a) Goods, whether packed in containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the containers or goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of Lading any statement of such on-deck carriage.

(b) The Carrier's liability for cargo stowed, as aforesaid shall be governed by the Hague Rules, or Hague-Visby Rules, as the case may be, as defined above notwithstanding the fact that the goods are being carried on deck, and the goods shall contribute to general average and shall receive compensation in general average.

### 18. Liability.

Higher compensation than the amounts laid down in the Hague-Visby Rules, or Hague Rules, whichever is applicable, can only be claimed when, with the written consent of the Carrier before actual transport takes place, the value of the goods is declared by the shipper and when this amount has been mentioned on the face of this bill of lading at the indicated place.

Notwithstanding anything provided in this bill of lading, if it can be proved where the loss or damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions;

(a) cannot be departed from by private contract, to the detriment of the claimant and

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

### ADDITIONAL CLAUSES

#### Container stowage.

#### Container packed by Merchant

If the cargo received by the carrier into which contents have been packed by or on behalf of the Merchant

(1) this Bill of Lading is prima facie evidence of the receipt only of the number of container(s) as shown on the face hereof: and the order and condition of the content and any particulars thereof (including marks and numbers, number and kind of packages or places, description, quality, quantity, weight, measure, nature, kind and value) are unknown to the Carrier, who accepts no responsibility in respect thereof, and

(2) the Merchant warrants that the stowage of the contents of the container(s) and their closing and sealing are safe and proper and also warrants that the container(s) and contents thereof are suitable for handling and the Carriage in accordance with the terms hereof; in the event of a breach of said warranties by the Merchant, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting from said breach and the Merchant shall be liable for loss of or damage to any other property, or for personnel injury or the consequences of any other accidents or events whatsoever and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier on account of the said accidents or events.

(3) the Merchant shall inspect the container(s) when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier, and

(4) if the container(s) are delivered by the carrier with seals intact, such delivery shall be deemed as full and complete performance of the carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the container(s), and

(5) the Carrier shall be at liberty to open the container(s) and to inspect the contents of the container(s) without notice to the Merchant at such time and place as the carrier may deem necessary and all expenses incurred there from shall be borne by the Merchant; in case the seals of the container(s) are broken by the customs or other authorities for inspection of the contents of the said container(s), the Carrier shall not be liable for any loss, damage, expenses or other consequences arising or resulting therefrom.

(6) The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of errors, omissions in the marks, numbers or description of the containers or its contents.

#### Carriers Contractor

(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's container(s) and other equipment(s) which occurs while in the possession or control of the Merchant, this agents or inland carriers engaged by or no behalf of the Merchant

(2) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other Persons or injuries to other Persons caused by the Carrier's container(s) or the contents thereof during handling by, or while in the possession or control of the merchant, his agents or inland carriers engaged by or on behalf of the Merchant.

(3) If container(s) supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty container(s) with interiors brushed and clean, to the point or place designated by the Carrier, agents or servants of the Carrier, within the time described. Should container(s) not be returned within the time prescribed in the carrier's Applicable Tariff, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.

#### Transshipment and Forwarding

Whether arranged beforehand or not, the Carrier shall be at liberty, without prior notice, to carry the Goods wholly or partly by the named or any other vessel(s), craft or other means of transport by water, land or air, whether owned or operated by the carrier or others. The Carrier may under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

In case the Goods herein specified cannot be found at the port of discharge or place of delivery or if they be misrouted, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

It is understood that any riders, added by owners or their agents, are forming integral part of Bill of lading.