SHIPPER

BILL OF LADING N.

CARRIER

TARROS S.p.A.

Sede Legale, Direzione e Uffici: 19126 LA SPEZIA - Italy - Via Privata Enel
Tel. +39.0187.5371 - Fax +39.0187.537.361 - Web Site: www.tarros.it
Ufficio Registro Imprese di La Spezia n° 00910150119 - R.E.A. n° 83628
Codice Fiscale e Partita IVA n° IT 00910150119 - Capitale Sociale € 1.050.000,00 i.v.

CONSIGNEE OR ORDER

NOTIFY PARTY / ADDRESS

VESSEL

VOYAGE NO.

FOR DELIVERY OF GOODS APPLY TO

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units indicated herebelow under "Total No. of Containers or Packages received by Carrier", weight, measures, marks, numbers, quality, contents and value unknown, for Carriage subject to all the terms hereof (including the terms on the reverse hereof) from the Place of Receipt or the Port of Loading, whichever is applicable to the Port of Discharge or the Place of Delivery, whichever is applicable, on payment of freight as indicated in the relevant box herebelow. One original of this Bill of Lading must be surrendered duly endorsed in exchange for the goods. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated on this side and on the reverse of this Bill of Lading and the terms and conditions of the Carrier's applicable tariff as if they were all signed by the Merchant.

PRECARRIAGE / ON CARRIAGE BY	PLACE OF RECEIPT applicable only when document used as through bill of lading	PORT OF LOADING	PORT OF DISCHARGE	PLACE OF DELIVERY applicable only when document used as through bill of lading

COPY

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER	MARKS AND NOS OF GOODS	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT

ABOVE DETAILS OF GOODS DECLARED BY SHIPPER

FREIGHT

IN WITNESS of the contract herein contained the number of originals stated below, all of this tenor and date, have been issued, one of which being accomplished the other(s) to be void.

ISSUED AT

ON

NUMBER OF NEGOTIABLE B/L ISSUED

TERMS OF CARRIAGE

SIGNATURE OF THE CARRIER OR OF THE AGENT OF THE CARRIER

OBL 01

TARROS 2009 TERMS AND CONDITIONS

1 Definitions
"Carrier" means the party named on the front of this document as being the carrier for this consignment.
"Merchant" and "Shipper" include Shipper, Consignor, Holder of this B/L, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading (hereinafter referred to as: "B/L") and anyone acting on behalf of any such person.
"Subcontractor" includes owners and operators of the Vessel/s (other then the Carrier), stevedores, terminal operators, road and rail transport operators and any other independent contractor employed directly or indirectly by the Carrier in the performance of the Carriage.
"Goods" means the whole or any part of the cargo and any packages received 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 used to consolidate Goods and any equipment thereof or connected thereto.
"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
"Combined transport" arises if the place of receipt and/or the place of delivery is/are indicated on the front hereof in the relevant spaces.
"Port to Port shipment" arises if the Carriage called for by this B/L is not a Combined transport.
"Freight" includes all charges payable to the Carrier in accordance with this B/L.
"War risks" includes any blockade or any action which is announced as blockade by any Government, or by any belligerent or by any organized body, sabotage, piracy and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion or revolution.
"Vessel" includes the vessel named herein or any substituted vessel and/or any vessel to which transshipment may be made.

2 Law and jurisdiction
2.1 If carriage under this B/L is Port to Port shipment, the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.
When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.
The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.
2.2 If Carriage under this B/L is a Combined Transport, the Carrier's liability shall be as follows:
2.2.1 Where the loss or damage occurred during the part of the Carriage between the port of loading and the port of discharge mentioned in this B/L, the liability of the Carrier shall be determined in accordance with clause 2.1 above.
2.2.2 Where the loss or damage occurred during pre-carriage or on-carriage by rail or by road from place of receipt to port of loading or from port of discharge to place of delivery, the liability of the Carrier shall be subject to the per package/unit limitation and to the per kilo limitation provided by the Hague-Visby Rules.
2.3 The Merchant agrees and acknowledges that the Carrier ignores if the Goods are of valuable nature and that higher compensations than that provided by the above clauses 2.1 and 2.2 may not be claimed unless with the consent of the Carrier, the value of the Goods was declared in writing by the Merchant and expressly accepted in writing by the Carrier and the Merchant paid the Carrier's additional charges for accepting such increased liability. In that case, the amount of the declared value shall be substituted to the limits mentioned above at clause 2.1 and 2.2. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
2.4 The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to live animals.
2.5 Insofar as anything is not dealt with by the above Rules and is not governed by the present terms and conditions the Laws of Italy shall apply.
2.6 Any dispute arising under this B/L shall be determined by the Courts of Genoa, Italy, and no other Court shall have jurisdiction with regard to any such action, unless the Carrier elects to apply to another Italian or foreign Court.

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 of this B/L.

4 Agreement about the Terms and Conditions
By tendering the Goods to the Carrier for the Carriage, accepting, endorsing, transferring, presenting or holding this B/L the Merchant agrees to all terms and conditions printed, stamped or typed on the front and on the reverse of this B/L. Every person defined as "Merchant" is jointly and severally liable towards the Carrier for all the undertakings, responsibilities and liabilities of the Merchant under or in connection with this B/L.

5 Subcontracting and indemnity
5.1 The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
5.2 The Merchant undertakes that no claim or allegation whether in contract, tort or otherwise 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 or the Carriage of the Goods, whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of every exemption, limitation, condition and liberty herein contained and of every right, exemption from liability, defence and immunity of whatsoever nature applicable to 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.
5.3 The provisions of clause 5.2 including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.
5.4 The Merchant 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 of this B/L which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6 Description of Goods
6.1 This B/L shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers, packages or other units or of the weight of the Goods specified on the front hereof under "Total number of Containers or packages received by Carrier".
6.2 Except as provided in above, no representation is made by the Carrier as to the weight, contents, measure, 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.
6.3 The Merchant warrants that the Goods and/or Shipper packed Containers are lawful goods, contain no drug, contraband or other illegal substances or stowaways.
6.4 If any particulars of any letter of credit and/or import licence and/or sale contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this B/L, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way affects the Carrier's liability under this B/L. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this B/L.

7 Shipper's/Merchant's responsibility
7.1 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 B/L and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.
7.2 The Merchant shall indemnify the Carrier against all losses, damages, 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.
7.3 The Merchant shall comply with all regulations or requirements of customs, port, local and national authorities and all other authorities of the countries of origin, loading, unloading and destination of the Goods, and shall bear and pay all duties, taxes, fines, penalties, expenses or losses (including, without prejudice to the generality of the foregoing, the full return Freight for the Goods to be returned, or if oncarried the full Freight from the port of discharge to the place of delivery nominated herein or to the amended port of discharge or the amended place of delivery) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect of insufficient packaging, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.
7.4 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers in like good order and conditions, undamaged, with interiors brushed clean and hot washed whenever necessary, to the point or place designated by the Carrier within the time prescribed at 31. Should a Container not be returned within the prescribed time, the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.
7.5 If by order of any Authority at any place, Goods are detained and/or seized and/or a Container has to be opened for inspection for any reason whatsoever, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, losses, costs and expenses deriving from such actions including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.
7.6 The Merchant shall be responsible for Container demurrages due to detention or arrest of Goods by Customs or other Authority even if not due to Merchant's act of omission

8 Period of responsibility
The Carrier shall not be liable for loss of or damage to the Goods during the period before loading and after discharge from the Vessel, howsoever such losses or damage arise. The Carrier shall under no circumstances be liable for any loss or detention of or damages to the Goods howsoever caused, arising when the Goods are not in his actual custody.
In the event that the Merchant requests and the Carrier agrees to amend the Place of Delivery, such amended Carriage will be undertaken on the basis that the Terms and Conditions of this B/L are to apply until the Goods are delivered to the Merchant at such amended Place of Delivery.

9 Carrier owned Containers
In case the Merchant is furnished with Containers by the Carrier, the Merchant shall inspect them before packing/ loading and stuffing into Containers or loading on trailers and/or vehicles or using other means of transportation shall be conclusive evidence that the Merchant inspected the Containers furnished by the Carrier and was satisfied that same were suitable for the Carriage of the Goods.

10 Deck cargo
The Merchant agrees that vehicles, trucks, trailers, flats and similar items and other cargo and Goods packed in Containers or on the aforementioned items whether or not packed in Containers may at the Carrier's option be carried on deck or under deck without notice to the Merchant who also acknowledges that the said cargo was loaded on vessel specifically built and equipped for carrying such cargo both on and under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on this B/L any statement of such on-deck Carriage.
All such Goods, 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 and shall be carried subject to those Rules unless the Hamburg Rules are compulsory applicable.

11 Methods and route of Carriage
11.1 The Carrier may, at any time and without notice to the Merchant, use any means of transport or storage whatsoever, 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 trans-shipping or carrying the same on another Vessel than that named on the front hereof or by any other means of transportation 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 his discretion (whether or not the nearest or most direct or customary or advertised 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 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 or the conveyance employed by the Carrier the right to give orders or directions; permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked or otherwise tested or inspected; permit the Vessel to carry livestock, goods of all kinds, whether dangerous or otherwise, whether on deck or otherwise, contraband, explosives, munitions or warlike stores and to sail armed or unarmed; proceed to or stay at any port or place for the loading or discharge of cargo, stores or fuel, the embarking or disembarking of passengers or crew, or the saving of life or property.
11.2 The liberties set out in 11.1 above may be invoked by the Carrier or any actual Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with 11.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

12 Shipper packed Containers
12.1 If Container has not been packed by or on behalf of the Carrier he shall not be liable for loss of or for damage to the Goods caused by the manner in which the Container has been packed, or the unsuitability of the Goods for carriage in Container, or the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier this 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 packed.
12.2 If Container has not been packed by or on behalf of the Carrier the Merchant shall inspect the Container before packing it. The Merchant's use of the Container shall be conclusive evidence that the Merchant inspected the Container and was satisfied that same was suitable for the Carriage of the Goods.
12.3 If the Container is redelivered by the Carrier with its original seal(s) intact, such redelivery shall constitute 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.
12.4 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 this clause.

13 Dangerous Goods
13.1 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 prior written notice of their full and true particulars and the Carrier's express consent in writing, and without the Container or other covering in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
13.2 The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.
13.3 Whether or not the Merchant was aware of the nature of the Goods the Merchant shall defend, hold harmless and indemnify the Carrier against all claims, losses, personal injuries, deaths, damages, costs or expenses including fines and penalties arising in consequence of the Carriage of such Goods and/or in consequence of any breach of the provisions of this clause.
13.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

14 Valuable Goods.
The Merchant agrees and acknowledges that the Carrier ignores if the Goods are of valuable nature, and that higher compensations than that provided by Hague Rules may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated on this Bill of Lading and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits mentioned above. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

15 Refrigerated cargo.
15.1 The Carrier, upon written request of the Merchant, expressed at time of booking and consistently with the availability of electric taps, will allow the connection to Vessel's electric circuit (voltage/ cycle compatibility to be always checked by the Merchant at time of booking) always provided that the vehicles/trailers/Containers be fitted with special explosion-proof switches antidef type, tested by qualified authorities.
The connection is allowed at Merchant's risk and liability also towards third parties, and excluding any responsibility (howsoever ,and whatsoever caused) of the Carrier and/or the Vessel for lack and/or break of current changes of tension/voltage and any fault and breakdown of the current generator and distribution system of the Vessel, even though attributable to Carrier's servants. If the electric motor of refrigerated vehicles/trailers /Containers is sparkling during the working, the supply of the current shall be discontinued and disconnected.
15.2 The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and, in case of refrigerated Container packed by him or on his behalf, the Merchant further undertakes that the Container has been properly pre-cooled or preheated as appropriate, the Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before delivery of the Goods to the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.
15.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container and of the Vessel, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain them in efficient state.

16 Carriage affected by condition of Goods
If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store them 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 B/L. The Merchant shall indemnify the Carrier against any additional expense so incurred.

17 Matters affecting performance.
If at any time the Carriage is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods to be carried or carried further safely or properly) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage has commenced) may either:
(a) without notice to the Merchant, abandon the Carriage of the Goods and place the Goods 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 the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at such place or port, or (b) upon notice to the Merchant suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this B/L and use reasonable endeavours to forward the 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 the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery, whichever is applicable, named in the B/L. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including, but not restricted to, charges for storage, handling and any other services to the Goods, and for Freight from the place of suspension to the port of discharge or place of delivery, whichever is applicable, without giving credit for Freight already paid in respect of the Carriage.
If the Carrier elects to suspend the Carriage this shall not prejudice his right subsequently to abandon the Carriage.

18 Freight and charges
18.1 Freight, whether already paid or not, shall be considered as fully earned on receipt of the Goods by the Carrier and not returnable, in any event whether the Vessel arrived at her destination or whether she is lost on the voyage or whether due to force majeure she must return for reaching her destination, either due to stranding, collision or cases whatsoever of force majeure which may cause her to discharge the Goods in an intermediate port or also in the case of total or partial loss, or damage to the Goods.
18.2 Freight and charges of every nature must be prepaid but Carrier may consent to the Freight and charges being assigned in the B/L for collection at destination against a 5% collecting commission. When Freight and charges are payable at destination, same must be paid on the date of Vessel's arrival in the currency shown in the B/L. If Consignee/Receiver does not pay Freight and charges within 30 days from the date of unloading, the Carrier shall be entitled to obtain prompt payment from Shipper.
18.3 Should it result from a control made by the Carrier that the declared weight or measures are below the actual, or that the contents belong to a higher class or the value of the Goods has been misstated by the Merchant, double of the amount of the due Freight shall be paid as liquidated damages by the Merchant plus the cost of the control
18.4 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.
18.5 The persons falling within the definition of Merchant shall be jointly and severally liable for the payment of Freight, liquidated damages and all other sums due under this B/L.
18.6 Any person, firm or corporation engaged by any party to perform forwarding services with respect to the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such person, firm or corporation shall not be considered payment to the Carrier. Failure of such person, firm or corporation to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

19 Notification and delivery
19.1 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.
19.2 The Merchant shall take delivery of the Goods as they are tendered by the Carrier at the port of discharge or in case of Combined transport at the place of delivery named on the front hereof.
19.3 If the delivery of the Goods is not taken by the Merchant promptly the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease. All charges due to the Carrier and/or the costs so incurred 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.
19.4 If the Merchant fails to take delivery of the Goods within thirty days of unloading or tender by the Carrier or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant under this B/L.
19.5 If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods, the Carrier is obliged to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this B/L.
19.6 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause, notwithstanding his having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.
19.7 Subject to the Carrier agreeing in writing to a request of the Merchant to amend the place of delivery stated herein, that could be considered only upon surrendering to the Carrier all the originals of this B/L, or to effect the delivery beyond the port of discharge where no place of delivery is named on the front hereof, the terms of B/L shall continue to apply until the Goods are delivered by the Carrier to the Merchant. In those events the Carrier shall act as agent to the Merchant in arranging for delivery of the Goods to the amended place of delivery or beyond the port of discharge where no place of delivery is named on the front hereof.

20 Notice of Loss or Damage and Time bar.
20.1 The Carrier shall be deemed prima facie to have delivered the Goods as described in this B/L 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 at the place of delivery (or the port of discharge if no place of delivery is named on the front hereof) before or at the time of removal of the Goods into the custody of the person entitled to delivery or, if the loss or damage is not apparent, within three consecutive days thereafter.
20.2 The Carrier shall be discharged of all liability unless suit is brought and notice thereof given to him within 12 months after delivery of the Goods or the date when the Goods should have been delivered.
20.3 Compensation shall in no event exceed the value of the Goods at the place and time they are delivered to the Merchant or at the place and time they should have been delivered.

21 Prohibition to abandon the Goods to the Carrier
In no case the Merchant has the right to abandon the Goods to the Carrier for any reason whatsoever and/or because same are damaged, spoiled and/or depreciated and/or for partial loss of the Goods and/or delay in redelivery.

22 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 the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

23 Tracing of the Goods
The Carrier shall have six months time from date of Vessel's arrival for the purpose of tracing Goods which eventually did not reach their destination.
In the case of the Carrier having traced Goods mislead, the Carrier shall have the right to redeliver same even if legal suits have already been commenced. Upon obtaining delivery of said Goods, the Merchant shall abandon the legal suit.

24 Scope of application
24.1 The terms of B/L shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage, but also during the period prior to and/or subsequent to the Carriage.
24.2 The exemptions from liability, defences and limits of liability provided for in this B/L or otherwise shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.
24.3 Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for indirect or consequential loss or damage.

25 Mandatory inspection by Authorities
If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from the Merchant.

26 War risks
In case of War risks of any nature the Carrier shall be' entitled to all liberties, rights and immunities provided by clause 17.
In particular the Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, discharge, delivery (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or belligerent or organised body or persons engaged in civil war, hostilities or warlike operation or by any persons or body acting or purporting to act as or with the authority of any said Government or belligerent or organised body or persons. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done by the Carrier, such shall not be deemed a deviation. All extra expenses (including insurance costs) involved in discharging the Goods at the loading port or in reaching or discharging the Goods at any other port shall be paid by the Merchant.

27 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 consequence of which the Carrier is not responsible, by statute, contract or otherwise, the Goods' Shippers, Consignees 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 the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agent 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.

28 Both-to-blame collision clause
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 of the master, mariner, pilot or the servants of the Carrier in the navigation or the management of the Vessel, the owners or the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier.
The foregoing provisions 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 of a collision or contact.

29 Himalaya clause
It is expressly agreed that no servant, employee 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 Shipper, Consignee or owners of the Goods or to any Holder of this B/L for any loss, damage or delay of whatsoever kind arising or resulting directly from any act, neglect or default on his part while acting in the course of or connection with his employment and, 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, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extent to protect every such servant, employee 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, employees or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this B/L.

30 Lien
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this or any other contract by any of the persons defined as Merchant in clause 1 and for General Average contributions, to whomsoever due, and for the cost of recovering them, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

31 Container demurrage
The Carrier allows a period of free time of 7 days for the use of each Container. Free time commences from the day each Container:
a) if Carriage under this B/L is a Port to Port shipment, is discharged from the Vessel, or
b) if Carriage under this B/L is a Combined transport, is delivered to the place of delivery. The Merchant is required and has the responsibility to return to the Carrier each Container before or at the end of the above period of free time allowed. For the use of each Container beyond the above period of free time of 7 days, the Merchant shall pay the Carrier 20 USA dollars per day for each 20 feet Container and 35 USA dollars per day for each 40 feet Container.

32 General Average.
32.1 In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, the Merchant 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.
32.2 General average shall be adjusted and settled in Genoa according to the York Antwerp Rules 1994 and any subsequent modifications thereof .
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 requite, 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 for exercise any lien for general average contribution due to the Merchant in the event of any general average. Credit balance due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.
32.3 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.
32.4 Cargo's contribution to general average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the master, pilot or crew.

33 Validity
In the event than anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract the provisions hereof shall to the extent of such inconsistency but no further be null and void.