# **CARRIER'S BILL OF LADING TERMS AND CONDITIONS**

### 1. DEFINITIONS

1. DEFINITIONS. Charrier "means the company or entity designated as carrier on Page 1. "Contract" means the contract of carriage pursuant to the booking note and the bill of lading (when issued). "Discharging Port" and Ladaing Port" mean the respective ports or places named on Page 1. "Carryo" shall mean any goods or equipment or other items described on Page 1. "Merchant" includes the charter an higher reference to the contract tand any person entitle to possession of the cargo. "Pased" means the vessel designated on Page 1 herefor a substitute vessel. 2. NOTIFICATION.

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

(b) Should the Carrier anticipate that, for whatever reason, the Vessel will not be ready to load the cargo on or about the time for shipment, the Carrier will notify the Merchant thereof without delay stating the expected time of the Vessel's readiness to load.

loady stating the expected time to the vessels relatiness to load. (c) Within 48 mining hours after the receipt of the Carrier's notice the Merchant shall advise the Carrier whether he elects his option of cancelling this Booking Note by written declaration. Failing such advice the expected time of the Vessel's readiness to load as stated in the Carrier's notice shall be the new time for shipment. This sub-clause (c) shall apply any time the Carrier requests amendment of the time for shipment.

### 3. LIABILITY FOR CARRIAGE BETWEEN LOADING PORT AND DISCHARGING PORT

3. LIABILITY FOR CARRIAGE BETWEEN LOADING PORT AND DISCHARGING PORT (a) The International Convention for the Unification of Cartain 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 1986 (The Hague-Visby Rules') and as enacted in the country of shipment shall apply to this Contract. (b) When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in 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 shall apply to this Contract save where the Hague Rules as enacted in the country of shipment, and such andchment is in place, the Hague Rules as enacted in the country of destination, apply compulsority to this Contract. compulsorily to this Contract compulsorily to this Contract. (c) If the contents of a container or similar article of transport are not made known to the Carrie

(c) If the contents of a container or similar article of transport are not made known to the Carrier prior to loading, the container or such article of transport shall be deemed a "package" or "unit" under the applicable cargo liability regime as provided herein.
(d) 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.
(e) The Carrier shall in to case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo or live anists.
(f) The Carrier shall not be liable for any consequential loss whatsoever sustained by the Merchant, including but not limited to delay of the goods unless the goods have been delayed by the Carrier and/or his servants, agents or independent contractors with the intent to inflict such as determined by sub-clauses 3 (a)-(d) or flap liceable. Check and the carrier and/or the servent shall not be used to the carrier and/or any or his servants, agents or indepicable. Special Clauses, whichever is lowest.
(g) The Carrier tability of the Carrier and/or any of his servants, agents or indepicable. Special Clauses, whichever is outper total loss of the agents or independent contractions.
(g) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractions.
(g) The aggregate lowerd shall, allowerd shall be applicable. Special Clauses.
4. Law AAD JURISDICTON.

### 4. LAW AND JURISDICTION.

4. LAW AND JURISDICTION. Whenever U.S. COGSA applies, whether by virtue of carriage of cargo to or from the United States of America or otherwise, any dispute arising out of or in connection with this Contract shall be exclusively determined by the United States District Court for the Eastern District of Louisiana, and in accordance with the law of the United States. In all other cases, this Contract shall be construed in accordance with English law, and any disputes arising hereunder shall be referred to and finally resolved by arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, to the exclusion of all other forums, in constructive the Index Martine Arbitrator Activator Activation (I MAA) Terms rurent at the construction of the Index Constructive Activities (I MAA) Terms rurent at the raso or any salation incollineation or revertexament intereor, to the exclusion for an ourier trunting, in accordance with the London Maritime Artitizators Association (LIMAR) Terms current at the time when the arbitration proceedings are commenced. The Tribunal for any arbitration shall be comprised of three (3) arbitrators. LIMAR Small Claims Procedure to apply where neither entities are also and the second state of the claim nor any counterclaim exceeds the sum of US\$ 100,000. In any case where the LMAA procedures referred to above do not apply, the reference shall be to a tribunal of three arbitrators in accordance with the LMAA Terms current at the date of commencement of the arbitrations

### 5. THE SCOPE OF CARRIAGE.

5. THE SCOPE OF CARRIAGE. (a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding to or returning from or stopping or slowing down at or off any ports or places for any purpose whatsoever, whether in relation to the main object of the carriage of cargo under this contract or not, including but not limited to bunkering, loading, discharging, restowing, or other cargo operations and maintenance of Vessel and crew. (b) The Merchant agrees and acknowledges that the cargo carried under this contract may be a part cargo and the Carrier shall have liberty to restow this and any other cargo loaded or to be loaded on board the Vessel and to load and discharge any other cargos for the account of any other Merchants at or off any port(s) whatsoever in any order, whether or not in geographical rotation and whether or not such ports are on are substantially on the route to or between the load discharge port(s) identified in this contract and Owners shall have liberty to deviate to any such ports for these purposes.

load and discharge port(s) identified in this contract and Owners shall have liberty to deviate to any such ports for these purposes. Carrier to order the Vessel to proceed to the Discharging Port at any given speed (slow steam), even in weather conditions that do not dictale such slower speeds. In the event slow steam is ordered by the Carrier, the Merchant cannot claim against the Carrier for any delay whatsoever, caused by such orders to slow steam. Owners liberary delay whatsoever, caused by such orders to slow steam. (d) Any deviation, change in the Discharging Port, or time lost due to environt liberary shall be for the Merchant scatcas shall be for the Merchant's account and such deviation shall no be considered unjustified.

6. SUBSTITUTION OF VESSEL. The Carrier shall be at liberty to carry the cargo or part thereof to the Discharging Port by other vessels belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. TRANSSHIPMENT AND LIGHTERING. 1. Increased in the at liberty to trans-ship land and/or store the cargo either on shore or afloat and reship and forward the cargo to the Discharging Port at the Carrier's expense but at the Merchant's risk. Any lightering in or of the Loading Port or Discharging Port shall be for the Merchant's risk and account.

Merchanits risk and account. 8. LIABILITY FOR PRE- AND ON-CARRIAGE. When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Loading Port or on-carriage of the cargo to a place other than the Vessel's Discharging Port, the Carrier shall contract as the Merchant's agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Loading Port and the Discharging Port even though the freight for the whole carriage has been collected by him.

9. LOADING AND DISCHARGING (a) Unless otherwise agreed, loading and discharging of the cargo shall be arranged by the

Carrier or his agent. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging and shall bear all costs and expenses in connection with hooking on and

Carrier or his agent. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging and shall bear all costs and expenses in connection with hooking on and hooking off. (c) Loading/Discharging may commence without prior notice. (d) The Merchant or his agent shall lender the cargo as fast as the Vessel can load, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours nowthistanding any custom of the port. If the Merchant fails to lender the cargo when the Vessel is ready to load or fails to inder as fast as the Vessel can load the cargo, the Carrier suffer on the and the Marchant shall be liable to the Carrier for dead fright and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier dention at the rate of USD 2000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay. (e) The Merchant or his Agent shall tak delivery of the cargo as fast as the Vessel can discharge, day and night, 7 days a week, holidays included and, if required by the Carrier due as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay. (e) The Merchant or his Agent shall tak delivery of the cargo as fast as the Vessel can discharge, day and night, 7 days a week, holidays included and, if required by the Carrier may sell the same privately or by auction. If the Merchant or his agent fails to take delivery of the cargo as the Vessel can discharge, the Merchant hall be liable to the Carrier rany sell the same privately or by auction. If the Merchant or his agent fails to take delivery of the cargo as the sate the vessel can discharge, the Merchant thall be liable to the rate of USD 2000 (or such other rate as is stated on the front pay the Carrier detention at the rate of USD 2000 (or such other rate as is stated or laboury to werchant supplied equipment shall be solely at werchant's risk, cost and expense. Any fees, charges, costs or expenses for hooking/unhooking of the cargo shall be for Merchant's account. Cargo shall always be received and delivered within reach. of the Vessel's gear and in the sequence as directed by the Master or the Carrier's port capital. This provision can be varied. the sequence as directed by the Master or the Carther's port capital. I hits provision can be Vahed if agreed by the parties, e.g. if it is agreed that the cargo shall be carried on the terms "Liner Inf. Free Out, "Free In/Liner Out" or "Free In/Out". Where this provision is varied to Free in/Free out, cargo operations, including but not limited to loading, stowing, trimming, lashing, tallying, securing and/or unloading, will be for the sole risk, time and expense of the Merchant. Any time by which the time used exceeds the allowed laytime shall be paid as demurge at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable due bud bud or the overload of our other.

USU 20100, (of source for the period of any delay. (g) The Merchant shall be liable to the Carrier for the acts, omissions, negligence of stevedores whom the Merchant has alpointed, including costs for repaining any stevedore damage and for

any time lost at the detention rate stipulated in sub-clauses 9 (d) and (e). (h) A notice of readiness may be tendered by the Carrier on arrival at or off the Loading and/or Discharging Port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and whether in free pratique or not and whether conduct contin ready or not. Id the Vessel not be able to berth for any reason after 72 hours of arriving at or off the Loading

up snuous the vessen not be able to berm for any reason after 72 hours of arriving at or off the Loading Port, the Carrier is entitled to leave the port and cancel the Contract, and the Merchant shall owe dead freight in full. Should the Vessel be unable to discharge the cargo within 72 hours of arrival at or off the Discharging Port, the carrier shall be at liberly to deviate to any other port whatsever and there discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed to be fulfiliment of the Contract.

Tutilitiement of the Contract.
10. FREIGHT, INTEREST, DEAD FREIGHT, CHARGES, COSTS, EXPENSES, DETENTION, DUTIES, TAXES AND FINES.
(a) Freight, whether paid or not, shall be considered as fully earned upon cargo being loaded, discount-less, non-returnable, ship and/or cargo lost or not lost, and be paid without any set-off or deduction.
Unless otherwise specified, freight, detention, demurrage, charges, or other sums under this Contract are payable on demand. In the event any amounts are outstanding under this Contract upon arrival at or off the Discharge Port, the Carrier is entitled to refuse to proceed to the port/berth area and/or refuse to

off the "Discharge Port, the Carrier is entitled to refuse to proceed to the port/berth area and/or refuse to commence discharge operations until such outstanding amounts have been paid in full. (b) Interest at the rate of 1.5 percent per month accrues from the date an outstanding amount is due and payable and applies to all outstanding amounts owed by the Merchant to the Carrier under this Contract, including freight, detention, and other charges. (c) Partial payments under this Contract are nonreturnable and without prejudice to the full amount due and owing. Acceptance of partial payments shall under no circumstances waive the full amount due and owing. Acceptance of partial payments shall under no circumstances waive the full amount due and owing. (d) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repaining damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons. The Merchant shall be liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested dumage/packaging materials supplied by the Merchant, including all costs for transporting the cargo to another port if required.

duringer packaging materials supplied by the wetchain, including an costs for trainsporting the cargo to another port if required. (e) The Merchant shall be liable for any taxes, dues, duties, fees, tolls, and wharfage on the Vessel, cargo and/or freight, including all Suez and/or Panama Canal charges. All terminal charges, including handling, storing, receiving, delivery, truck loading and/or unloading and towage of the cargo, shall be for the Merchant's account. The Merchant shall reimburse the Carrier of such charges.

(i) The medicinity and to have be initially periadicity, body expected and robust much the obtained of Vessel, or cargo any incur through non-observance of any customs house, import, or export regulations. (g) Any additional insurance premium charged by the Vessel's underwriters for breaching trading initiations INU/WL or entering high risk areas and all anti-privary precautions, including, but not limited to, insurance, armed guards and crew bonus shall be for the Merchant's account and payable together

b) instance, allieu guards and the works shall be on the Merchan's account and payobe digeneratively with the fleight invoice. (h) In case of the Merchant's incorrect declaration of contents, weights, dimensions and measurements, including lifting points and center of gravity, or value of the cargo, the Carrier is entitled to additional freight, losses and expenses as well as claim detention at the rate stipulated in sub-clauses 9 (d) and (e) for any delay at the Loading and/or Discharging port caused by such incorrect declaration. Additional freight rate shall be determined as agreed freight amount divided by such incorrect declaration. Additional dreight rate shall be determined as agreed freight amount divided by agreed volume of the cargo in belonging to other Merchant's because of the incorrect declaration. In the Merchant's hall indemnify the auropse belonging to other Merchants because of the incorrect declaration, the Merchant shall indemnify the Carrier from any losses and expenses whatsoever caused by the incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified. The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full. (1) The Merchant shall immediately settle any detention/demurage incurred at the Loading Port and/ or Discharging Port upon presentation of the Carrier's invoice to be accompanied with the proper documentation and lay time statement. (1) Merchant's failure for whatever reason to tender or load the cargo shall entitle the Carrier to damages and/or deadfright and such damages shall be calimable as likuridated damages unaffied not the basis

c) mechanic a name of matterier reserve to ender under under an darge stand ender the darket to darket to darket and/or deadfreight and such damages shall be claimable as individed damages quantified on the basis of the applicable freight rate, less any stevedoring and port costs saved. The Carrier shall not be required to call the Loading Fort or to mitigate losses in order to be entitled to dead freight/liquidated damages.

### 11. LIEN

11. LEN. The Carrier shall have a lien on all cargo for any amount due (including but not limited to freight and detention, demurrage and other costs or expenses) under this Contract and/or other contracts between the Merchart and Carrier, including terminal charges and the costs of recovering the same (including legal fees) and shall be entitled to sell the cargo privately or by auction to satisfy any such claims at the specified discharge port or any other port.

### 12. GENERAL AVERAGE AND SALVAGE.

12. SEMERAL AVERAGE AND SELVAGE. General Average shall be adjusted at any port or place at the Carrier's option and settled in accordance with the York-Antwerp Rules 2016, in respect of all cargo, whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any 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 or for the consequences 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 ascrifice, 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 cargo, 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. Such deposit as the Carrier, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges intereen shall, if required, be made by the goods, shipper, consignee or owners of the goods to the Carrier fore delivery.

to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shipper, consignee or owners of the goods to the Carrier before delivery.
 **13. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.** 
 (a) The Carrier shall be at liberty to comply with any order or recommendation in connection with the transport under this Contract, whether given by any 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 of the transport under this Contract, whether given war, walke governations.
 (b) Should it appear that the performance of the transport under the terms of the insurance of the transport under governations. Blockade, rids, civil, commotion or place, analge or delay resulting from war, walke governations, blockade, rids, civil, commotion or place, or any person on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may labelade the cargo of the Loading 2-ft or sony other safe and under including waiting inte thereby to shall be for the Marchant's account.
 (c) Should it appear that epdemics, pandemice, highly infectious diseases, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore, and/or difficulties in loading or discharging Port or there discharging in the usual manner and leaving page, and/or difficulties in boarding. He Masternative action at the Loading Port or reacting or entering the Discharging Port or there discharging to the usual flow and port or reacting or entering the Discharging Port or there discharging in the usual manner and leaving again, all of which safely and the discharging out the two adjust or discharging port or there discharging to the basove, then the Carrier shall be entitled to leave the port and cancel this. Contract.

port and cancel this Contract. (d) The discharge under the provisions of this clause 13 of any cargo for which a bill of lading has been issued shall be deemed due fulfiment of this Contract. (e) If in connection with the exercise of any liberty under this clause 13 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 cargo. (f) If any situation referred to in this clause 13 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.

cancel the Contract before the bill of lading is issued. **14. INTERNATIONAL GROUP OF P&I CLUBS/BIMCO HIMALAYA CLAUSE FOR BILLS OF LADING AND OTHER CONTRACTS 2014** (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers, stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other this contract whether in direct contractual prival with the Carrier; or not. (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in contractwork of the source of t

nature applicable to the carrier of to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant. (d) (i) The Merchant undertakes that no claim or allegation whether ansing in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the carrier against all consequences thereod.

(ii) The Merchant undertakes that it any such claim or allegation should nevertheless be made, he will indemnify the carrier against all consequences thereof.
(e) For the purpose of sub-paragraphs (a)-(d) of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf or and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

are his servant and all such persons shall to this extent be or be deemed to be parties to this contract. **15. STOWAGE, ACCOMMODATION AND LIFTING OF CARGO.** (a) The cargo loaded under this Contract is to be carried as part cargo, shipped on and/ or under deck in the Carrier's option. If carried on deck, bills of lading shall be endorsed accordingly. (b) All cargo shall be fully stackable, overstowable and forkliftable without any restrictions, unless otherwise specified by the Merchant. All cargo shall be suitably packed for ocean transportation and have timing, lashing and securing points and center of gravity clearly marked. The Merchant is responsible to ensure that cargo is provided with proper skids attached and, if required, all cradles used for securing to ensure that cargo is provided with proper shows attactive and, it requires, an cause sue of securing the cargo and for the purpose and the cargo is suitably secured within the cargo and/or cradles. The Merchant shall fit the cargo and/or cradles to as appropriate with suitable (fitting lugs and sufficient) tashing points for the cargo and/or cradle to be properly secured. It individual cargo thems are not fitt at their bottoms, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the Master's cargo shall be for the Merchan's account. Cargo securing shall always be accomplished to the Master's

satisfaction. In case the Merchant or the Merchant's representative requires additional cargo securing, this shall be for the Merchant's account. Any damage to the cargo and any de resulting from the Merchant's failure to comply with the terms of this clause shall be for se shall be for the

PAGE 2 OF 2

resulting from the Merchant's failure to comply with the terms of this clause shall be for the Merchant's account and the Merchant shall indemnify the Carrier for all losses whatsoever including any damage to the Vessel or other cargo onboard and any loss of time. (c) Any required spreader bars, wires, lifting frames, beams, slings, cradles or saddles not already on board the Vessel shall be supplied by the Merchant at his expense, time and responsibility and becriffied by a recognized classification society. If the Vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the cargo is to be suitably packed for transportation and the Carrier is not liable for any corrosion and/or discoloration occurring from condensation. (d) The Carrier shall have the right to slow cargo by means of containers, trailers, transportable tanks, flats, natiles or similar articles of transport used to ruspitate provide

(q) I ne Carner shall have the right to stow cargo by means of containers, trailers, trainsportable tanks, flats, palleds or similar articles of transport used to consolidate goods.
(e) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant (art) showed condition provide to this clause 15, including but to on limited to loss of time, personal injuries, and any damage to the vestel, her servants and/or equipment.

# 16. SHIPPER-PACKED CONTAINERS, TRAILERS, TRANSPORTABLE TANKS, FLATS BOXES, PALLETS, CASES, CRATES, PACKAGING AND STACKABILITY.

EVALG , FALLET 3, GADES, CHALES, PACKAGING AND STACKABILITY. (a) If a container has not been filled, packed, internally secured or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier. If such loss, damage, or expense has been caused by (i) negligent filling, packing internally securing or stowing of the container. (ii) the unsuitability or defective condition of the container or unsuitable packed for carriage, (iii) the use the Carrier and the investibility or defective condition evolution and the container has been supplied by the Carrier and the investibility or defective conditions. unsuitability of defective condition of the container, unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed, or stowed; or (iv) unsuitable lifting pointshugs, cradles or tashing points. (b) The provisions of sub-clause (i) of clause 16 (a) also apply with respect to trailers, transportable lanks, flats, boxes, pallets or other packaging which have not been filled, packed, internally secured or stowed by the Carrier. (c) The Carrier is not liable for damage due to the unsuitability or defective condition of refer equipment or trailers supplied by the Merchant.

17. RETURN OF CONTAINERS AND OTHER CARRIER ARTICLES OF TRANSPORT.

### Containers, flats, or similar articles of transport supplied by or on behalf of the Carrier shall

(a) Containers, itals, or similar articles of transport supplied by or on behalt of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's traffic or elsewhere.
(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurage and detention incurred by or sustained to containers, flats, or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

18. DECK CLAUSE.

### (a) Cargo which by the Contract is stated as being carried on deck and is so carried ("Deck

(a) Calgo winch by the Contract, is stered as being clinics of back and is so claimer (a) Calgo Cargo's shall be shipped on dock at the Merchan's risk, expense or delay, free of any risk and liability for the Carrier for any delay, loss or express whatsoever and howsoever caused (b) fithis Contract is subject to the U.S. Carriage of Goods by Sea Act, 1936 (U.S. COGSA) then Deck Cargo shall be carried on deck at the Merchant's risk as to the perils inheren in such carriage but in all other respects subject to the provisions of the U.S. COGSA as arriage b Ider deck

ried under deck. The Merchant shall indemnify the Carrier against all liability, damage, and loss of atsoever nature sustained by the Carrier and caused by or arisen due to the carriage of Deck Cargo

Deck Cargo.
19. BILLS OF LADING / LETTER OF CREDIT CLAUSE.
Carrier is restricted to release Original Bill(s) of Lading only to the party inserted as Shipper in the Bill(s) of Lading. Should the Shipper require Original Bill(s) of Lading released to a third party, same to be requested to Carrier in writing on Shipper's letterhead. The Master will deliver the cargo only upon presentation of duly endorsed executed Original Bill(s) of Lading if any particulars of any letter of credit, import license, sales contract, invoice, or details of any in any particulars or unity feater to crean, import teerise, sates contract, involue, or decision any contract to which the Carrier is not a party, are shown on the face of a booking note or any bill of lading issued pursuant hereto, such particulars are included solely at the request of the Merchant for his convenience. The inclusion of such particulars shall not be regarded as a declaration of value and shall in no way increase the Carrier's liability under the Contract. The Merchant shall indemnify the Carrier against all consequences of including such particulars

SPECIAL CLAUSES

# A. DETENTION.

A. DETENTION. In addition to clauses 9 (d) and (e), detention shall also be paid by the Merchant at the same rate per day por rata, payable day by day, for any delay in waiting for or delay during loading or discharge at or off the port or berth, including time lost due to cargo or cargo documents, swell, tide or congestion, quarantine or similar restriction, shifting, re-nomination of the berth due to the Merchant's request, impossibility to leave the berth after adding or discharging is completed, or any other reason whatsoever and any consequences thereof, or delay directly conductor, to any data reason measured and any onsequences on an entropy, or deny and on or indirectly caused by the late payment of outstanding freight, detention, demurage or any other amounts due by the Merchant, or any other reason beyond the control of the Carrier. The Merchant shall also be liable for any extra costs, including but not limited to standby charges for stevedores and shore cranes, during such delay.

### B U.S. TRADE PERIOD OF RESPONSIBILITY

E. U.S. TRADE. PERIOD OF RESPONSIBILITY. (i) In case the Contract is subject to the U.S. COGSA (as defined in clause 18), then the provisions stated therein shall apply before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody, and in which event freight shall be payable on the cargo coming into the Carrier's custody. (ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the Merchant before the cargo has been handed over to the Carrier and inserted in this bill of lading, the Carrier shall in no even the or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit. (iii) During any pre-loading or post-discharge contractual extension of U.S. COGSA, the No. of Pkgs., Kind Of Packages and Description Of the Cargo conclusively establishes the package or customary freight unit.

# customary freight unit

C. BIMCO CLAUSES. The following BIMCO clauses, or their latest edition/revision, available on request, as applicable at the time of signing this Contract, are deemed to be incorporated into this Contract:

Both-to-Blame Collision Clause

D. STOPPAGE OF CANALS AND WATERWAYS

## VOYWAR 2013

E. SECURITY CLAUSE

- VOTWAR 2013 Lec Clause for Voyage Charter Parties Solid Bulk Cargoes that can Liquefy Clause for Charter Parties Ship-to-Ship Transfer Clause for Dry Bulk Voyage Charter Parties 2015 EU Advance Cargo Declaration Clause for Voyage Charter Parties 2012
- North American Advance Cargo Notification Clause for Voyage Charter Parties
   North American Advance Cargo Notification Clause for Voyage Charter Parties
   ISPS/MTSA Clause for Voyage Charter Parties 2005
   Piracy Clause for Single Voyage Charter Parties 2013
   Sanction Clause for Voyage Charter Parties 2020

D. STOPPAGE OF CANALS AND WATERWAYS.
(i) The Merchant acknowledges that the fright paid or to be paid under this Contract is based on the assumption that the Vessel will transit through waterways, natural or artificial, including the Panama Canal and the Suze Canal, where such transit is the shortest and/or the most convenient route to the Discharging Port at the Carrier's discretion. The Merchant acknowledges that there is a risk that any such waterway may be bicked, closed or that the Vessel may encumers significant delay (meaning more than 72 hours of walling time) at such waterway (any such event hereinafter a "Waterway Stoppage"), and the Merchant agrees to assume such risk on the terms of this clause D.
(ii) In the event of Waterway Stoppage, the Vessel may enumbed by the Merchant's account. The Merchant shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereoh per day or orata, avable day by dor for the delay.

account. The Merchani shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereof) per day por rata, payable day by day for the delay due to the Waterway Stoppage and for the extra time due to the alternative route chosen. (iii) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient por tat the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

E. SECURITY CLAUSE If the vessel calls any country that requires security filing including but not limited to the Unit States, Brazil and European Union member states, including any of their territories, regardle: of whether this country is a Port of Loading or Discherge for Merchant's cargo, the followin provisions shall apply with respect to any applicable security regulations or measures: (i) Th Merchant shall provide the Carrier with all information needed for security filing no later the 4 hours prior to the vessel's loading or if the decision to call the country requiring security wan made by the Carrier after the vessels alide not later than 48 hours after the Merchant receive control required to envide our bioferontion; (i) Ulabar coursed by the Carrier and the oursel of the other the results using for the moder of the the Merchant receives

Carrier's request to provide such information. (ii) Unless caused by the Carrier's negligence

Cannel a regulas to provide such montanion, (n) oness caused by the cannel as negligence, any delay suffered or time tosk in obtaining the entry and ext clearance from the relevant country's authorities shall count as demurrage. (iii) Unless caused by the Carnel's negligence, any fines, penalties, fees, costs, expenses, damages and losses that the Carnel's negligence, even if levied against the vessel, that arise out of security measures imposed at any port shall be for the Merchant's account.

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