JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA) TERMS AND CONDITIONS OF MULTIMODAL TRANSPORT BILL OF LADING (2013)

1. DEFINITIONS

(1) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with a Merchant and who assumes responsibility for the performance of the Carriage hereunder.

(2) "Sub-Contractor" includes owners, charterers and operators of vessels, stevedores, terminal operators, warchousemen, road, rail, sea, water and air transport operators and independent contractors and their respective servants, agents and sub-contractors, whose services the Carrier procures for the performance of the whole or any part of the Carriage.

Carriage, "means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

(4) "Container" includes any container (including any open top, flat rack or platform container), pallet or any other similar article of transport used to consolidate goods.

(5) "Goods" means the cargo described on the face hereof and, if the Goods are packed into a Gontainer supplied or furnished by or on behalf of the Merchant, includes the (6) Merchant' includes the Shipper, Consignor, Consigner, owner and receiver of the Goods and the holder of this Bill of Lading and anyone acting on behalf of any such person.

(iii) "Merchant" includes the Shipper, Consignor, Consignee, owner and receiver of the Goods and the holder of this Bill of Lading and anyone acting on behalf of any such person.

2. CLAUSE PARAMOUNT

(1) As far as this Bill of Lading covers the Carriage of the Goods by sea or inland scarreays, this Bill of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, enacted 13 June 1997, (hereinafter called the Act), unless it is adjudged that any other legislation of June 1992, (hereinafter legislation at June 1992, the regislation of Law relating to Bills of Lading done at Brussels on 23 August 1924 (hereinafter called the Hague Rules), or to the Protocool to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, to the Protocool amending the Hague Rules as amended by the Protocool of 25 February 1968 done at Brussels on 21 December 1979, mandatorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such similar legislation shall be deemed to be incorporated herein loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in custody of the Carrier and his servants or agents or the Sub-Contractor within the sea terminal at the Port of Loading or Port of Discharge.

(3) If any provision herein is held to be inconsistent with or repugnant to any extent of the Act, the Hague-Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Bill of Lading, such provision mandatorily applicable to the contract evidenced by this Bill of Lading, and provision mandatorily applicable to the contract evidenced by this Bill of Lading, and provision mandatorily applicable to the contract evidenced by this Bill of Lading, and provision mandatorily applicable to the contract evidenced by this Bill of Lading, and provision hand goods are applied to the contract evidenced by this Bill of Lading, and provision m

shall be deemed to constitute the tilde to the Goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods mentioned on the face hereof.

(S) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods and described on the face hereof, unless a contrary indication such has been made on the face hereof. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred to a third party acting in good faith.

4. GOVERNING LAW AND JURISDICTION
The contract evidenced by or contained in this Bill of Lading shall be governed by Japanes law except as may be otherwise provided for herein, and any action against the Food Carrier STARIFF

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading alm prevail.

6. LIMITATION STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory working in this Bill of Lading shall prevail.

7. CARRIERS COVERED BY MULTIMODAL TRANSPORT BILL OF LADDING

(1) The Carrier, by the issuance of this Multimodal Transport Bill of Lading undertakes to perform and/or in his own name to procure the performance of the Carriage from the Jace at which the Goods are taken in charge to the place designated for delivery on the Jace at which the Goods are taken in charge to the place designated for delivery on the place at which the Goods are taken in charge to the place designated for delivery on the place at which the Goods are taken in charge to the place designated for delivery on the place at which the Goods are taken in charge to the place designated for delivery on the place at which the Goods are taken in charge to the place designated for delivery on the place at which the Goods a

e hereof. stwithstanding the heading "Multimodal Transport Bill of Lading" the provisions and referred to herein shall also apply when the Carriage is performed by one

(2) NOWINITIATION IN the rectuming automotors all and apply when the Carriage is performed by one set out and referred to herein shall also apply when the Carriage is performed by one set out and referred to herein shall also apply when the Carriage is performed by one some content of the content of the Carriage is performed by one storage in the Carriage is performed by one carrying the same on another vessel than that named on the face hereof; (c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise; (d) load and unload the Goods at any bace or port (whether or not being the port of Cooks at any such place or port or (e) comply with any orders, directions 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 any person or body acting or purporting to act as or on behalf of such government or authority, or thanking under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2) The liberties set out in the preceding paragraph may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. The control of the c

any purpose whatsoever whether or not connected with the Carriage of Goods, any purpose whatsoever whether or not connected with the Carriage and what no deviation.

9. INSPECTION OF GOODS

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in a shadow the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures and a shadow the Carriage there and off or take any measures and/or incur any additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the authorities at any place, a Container has to be opened for the contents to be impected, the Carrier shall not be liable for any loss, damage or any other contents to be impected, the Carrier shall not be liable for any loss, damage or any other contents to be impected, the Carrier shall not be liable for any loss, damage or any other correct shall be entitled of any opening, unpacking, inspection or repacking. The Carrier shall have the contents of the carrier shall not be liable for any loss, damage or any other correct shall be entitled and the carrier shall have the carrier shall be carried to the carrier shall have the carrier shall be carried to the carrier shall be carried to any opening, unpacking, inspection and repacking from the Merchant.

10. CONTINCENCIES

10. If all any time the performance of the Carriage hereunder is or is likely to be affected by any hindrance, danger or disturbances of whatsoever kind which canno

whatsoever nature arising usuring activities and the interpretation in engiginer or any other cause whatsoever.

12. DANGEROUS GOODS AND CONTRABAND

(1) The Merchant undertakes not to tender for Carriage any goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and without the express consent in writing of the Carrier and without marking the Goods and the Container or other covering on the oustide as required by any laws, regulations or by reason of international conventions relating to the carriage of goods of a dangerous nature.

relating to the carriage of goods of a dangerous nature.

(2) If the requirements of the preceding paragraph are not complied with, or Goods are found to be contraband or prohibited by any laws or regulations of the

of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be labable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such Goods. Further, the Carrier's shall be under no liability to make general average contribution in respect of such Goods. (3) If the Goods of dangerous, inflammable, radiocative, or damaging nature, which (3) If the Goods of dangerous, inflammable, radiocative, or damaging nature, which will be desirated to the destroyed or rendered harmless without compensation to the Merchant. (4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods. If the Weight of a single piece or package exceeding one metric ton gross must be clearly and durably on the outside of the piece or package in letters and numbers not less than five centimeters high. (2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to any property or for personal injury or death arising as a result of the Merchant's stall failure and shall indemnify the Carrier against the Carrier and numbers not less than five centimeters high.

(2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to my property or for personal injury or death arising as a result of the Merchant's stall failure and shall indemnify the Carrier against the condition of the Goods when received were free of any dent, scratch, hole, cut and bruise that could not h

stock, tractor, machinery and other unpacked goods does not mean that the condition of the Goods when received were free of any dent, stratch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event be liable for such conditions.

15. IRON, STEEL AND METAL PRODUCTS

16. IRON, STEEL AND METAL PRODUCTS

17. IRON, STEEL AND METAL PRODUCTS

18. IRON, STEEL AND METAL PRODUCTS

19. IRON, STEEL AND METAL PRO

mercant unters the true nature and value of the Goods are declared in writing by the Merchamt before receipt of the Goods and the same are inserted on the face hereof and ad valorem freight is prepaid thereon.

19. DELIVERY OF GOODS

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the 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.

and place when and where the Carrier is neitled to call upon the Merchant to take delivery thereof, the Carrier is natified to call upon the Merchant to take delivery thereof, the Carrier is natified to call upon the Merchant to take delivery thereof, the Carrier is natified to call upon the Merchant to take delivery thereof, the Carrier is natified to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods sahore, alloat, 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 Such storage shall constitute due delivery hereunder, and, thereupon, the liability of the Carrier in Such storage of payable by the Carrier or his agent or any Sub-Contractor) shall forthwith be paid by the Merchant upon demand of the Carrier.

(1) The Carrier shall not be liable for failure or or any Sub-Contractor) shall forthwith be paid by the Merchant upon demand of the Carrier.

(2) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, packages or containers by the Merchant before the Goods are received by the Carrier in letters and numbers not less than five continuers high together with the carrier shall not be liable for any short of the Goods have been packed by the Merchant, the Carrier shall not be

time when the Carrier receives the Goods for Carriage until the time of delivery, only to the extent set out below.

(2) The Carrier shall be relieved of liability for any loss or damage, if such loss, damage or delay in delivery was caused by:

(3) the wrongful act or neglect of the Merchant;

(3) the wrongful act or neglect of the Merchant;

(4) insufficiency of packing or inadequacy of marks;

(5) inherent vice or nature of the Goods.

(6) insufficiency of packing or inadequacy of marks;

(7) landning, loading, stowage into or discharge from Container by the Merchant;

(8) wat, walthe operations, princy, terrorism, riots, civil commotions and strikes or lockouts or stoppage or restraint of I labor from whatever cause, whether partial or lockouts or stoppage or restraint of I labor from whatever cause, whether partial or for a large or event which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(3) If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions.

(b) would have applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of the Carriage during which the loss or damage occurred with must be issued in order to make such international convention or national law applicable.

(4) If it can be proved that the loss or damage occurred during which the loss or damage while the Coords were in custody of a Sub-Contractor, the liability of the Carrier and the limitation carriage or tariff. However, the loss or damage occurred, the loss or damage while the Coords were in custody of a Sub-Contractor, the liability of the Carrier shall be determed to have occurred in the course of Carriage by sea and the Carrier shall be determed to have occurred in the course of Carriage by sea and the Carrier shall be determed to have occurred in the course of

the limit and any partial loss or camage small be adjusted pro Tata on the losses of such calcarded value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDR) as defined by the International Monetary Fund. The amounts mentioned in Paragraph (2) above shall be converted into national currency on the basis of the value (5) when the Goods have been packed into a Container by or on behalf of the Merchant, and when the number of packages or units packed into the Container is not commerated on the face hereof, each Comtainer including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

(6) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delibery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any direct, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage. 24 DEFENSE?

The defenses and limits of liability provided herein shall apply in any action against the Carrier for loss of or damage to the Goods or delay in delivery whether the action be founded in contract, in tort or otherwise.

25. LIABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS.

S. LABALITY OF SUB-CONTRACTORS. SERVANTS, AGENTS AND OTHER FERSONS

(1) If an action for loss of or damage to the Goods is brought against any servants or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or deries revenus or agents whose services the Carrier procurse for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to avail themselves of the defenses and limits of liability which have been defensed by the terms and conditions herein, such servants, agents or other persons from the carrier of the defenses and limits of liability which and trustee for such servants, agents or other persons. The aggregate of the amounts recoverable from the Carrier and such servants, agents or other persons and their servants and agents shall in on case exceed the limits provided herein.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier by such servants, agents or other persons and their servants and agents in relation to the claims made against them by the Merchant.

(1) Unless notice of loss of or damage to the Goods and the general nature of it is given in writing to the Carrier or the isagent at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage is not apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods and the removal of the delivery the Carrier of the Goods and the standard of the Goods and the delivery the Carrier of the Goods and the carrier of the Goods a

losses (including freight for any additional Carriage undertaken) incirred of sulfered reason of failure to comply, or by reason of any illegal, incorrect or insufficient marking, careason of reasons or additional or by reason of any illegal, incorrect or insufficient marking, thereof.

8. MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier is all not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury. It is all the contents and the Merchant shall indemnify the Carrier against any injury. It is all the contents and the Merchant shall indemnify the Carrier against any injury. It is all the contents and the Merchant shall indemnify the Carrier against any injury. On the capture of the contents of the Carrier shall not a proper to the capture of the Container was filled, packed, stuffed or loaded.

(2) The Merchant shall inspect any Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container.

(3) If the Container is 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.

29. CARRIER'S CONTAINER

(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to any Container or other equipment furnished or arranged by the Carrier shall in no event be liable for and the Merchant shall indemnify and other person or any injury to or death of any other person caused by any Container, with and the carrier of the Carrier's not her Carrier's one healt of the Carrier's not the postesson

time prescribed. Should a Container not be returned within the time prescribed by the Carrier, the Merchant shall be liable for any detention charge, loss or expenses which may arise from such nonreturn.

90. FREIGHT AND CHARGES
(1) Full freight to the Place of Olivery mentioned on the face hereof shall be considered prescribed by the Coods, whether the freight be stated to be prepaid or be collected at the destination and all charges due hereunder against the Goods shall be paid to the Carrier as soon as they have incurred.

(2) The Carrier shall be entitled to all freight and other charges due, whether actually paid or not, under any circumstances whatsoever, whether the vessel or other means of transport or the Goods be lote or not, or the vayage or the Carriage be broken up or frustrated or abandomed. The Merchant shall make payment of all freight and other extracted or abandomed. The Merchant shall make payment of all freight and other excepted perits, and expenses incurred in fungisating, protecting, carring for, regaining possession of or otherwise made for the benefit of the Goods.

(4) Any dues, duties, taxes and charges that may be levied on any basis such as the amount of freight, weight of the Goods or tonnage of the carrying vessel or on other means of transport shall be paid by the Merchanes and losses which the Carrier may incur from the Merchant's failure to load the Goods or in part on the vessel or other means of transport from any cause whatsoever.

(6) The freight has been calculated on the basis of the particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the double of the correct freight less the freight changed shall be payable as liquidated damages on the Carrier.

(6) The freight has been calculated on the basis of the particulars furnished by or on behalf of the Foliper and the reference of the foliper of the payment of all freight and charges and for the performance of the oblig

be jointly and sevenally allows and for the performance of the obligation of each of them hereunder.

31. LIEN

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the arction or private treats, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant. If on sale of the Goods, the proceeds fail to cover the amount due and the cost incurred, the Carrier's hall be entitled to recover the deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, self, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

his discretion and subject to his lien and without any responsibility attaching to min, sen, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

32. GENERAL AVERACE

(1) General average shall be adjusted, stated and settled at the port or place where the Merchant and the control of the process of the adjustment as may be stated in the ocean bill of lading issued for the food such as the Control of the set of the adjustment as may be stated in the ocean bill of lading issued for the Goods. Such cash deposit as the Carrier or the owner of the vested may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Merchant to the Carrier or or one owner of the wested may dem sufficient to cover the estimated contributions and to provide such each deposit or of the vested proper of the Goods.

(2) If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such each deposit or other security for the pays and contributions and to provide such each deposit or other security for the San Distributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such each deposit or other security for the San Distributions and the provide such each deposit or other security for the San Distributions and the provide such each deposit or other security for the San Distributions and the provide such each deposit or other security for the San Distributions and the provide such each deposit or other security for the carrier delivers the san deposit of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such saiver or variation is in writing and is specifically a port or place in the United States of America, this Bill of Lading shall be subject to the Carrier shall have th

Goods are in the actual custody of the cutative or any of the cutative of any of the cutative of any of the cutative of the cu

JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA) TERMS AND CONDITIONS OF NON-NEGOTIABLE WAYBILL (2013

This Waybill shall have effect subject to the "CMI Uniform Rules for Sea Waybills", which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybill can be accessed on the website of CMI (currently www.comitemaritime.org) or are available from the Carrier on request.

1. DEFINITIONS

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DEFINITIONS

"Carrier" means the company mentioned on the face hereof by whom or in whose ne the contract of carriage is concluded with a Merchant and who assumes possibility for the performance of the Carriage hereunder.

"Sub-Contractor" includes owners, charterers and operators of vessels, stevedores, minal operators, warehousemen, road, rail, sea, water and air transport operators and ependent contractors and their respective servants, agents and sub-contractors, see services the Carrier procures for the performance of the whole or any part of the

ierminal operators, warehousemen, road, rall, sea, water and air transport operators and andependent contractors and their respective servants, agents and subcontractors, whose services the Carrier procurse for the performance of the whole or any part of the Carrier in respect of the Goods.

(1) Gontainer means the school or any part of the operations and services undertaken by the Carrier in respect of the Goods.

(3) Container includes any container (including any open top, flat rack or platform tontainer), pallet or any other similar article of transport used to consolidate goods.

(5) 'Goods' means the cargo described on the face hereof and, if the Goods are packed nto a Container supplied or furnished by or on behalf of the Merchant, includes the Container supplied or furnished by or on behalf of the Merchant, includes the Container supplied or furnished by or on behalf of the Merchant, includes the Container as well as the Container as the C

the Waybill shall be conclusive evidence of receipt of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Consigne has acted in good faith.

A GOVENING LAW AND JURISDICTION
The contract evidenced by or contained in this Waybill shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier thereunder shall be brought before the Tokyo District Court in Japan.

CARRIERS' TARIFF 'et's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are domented to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are domented to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Waybill and the applicable Tariff, this Waybill shall prevail.

6. LIMITATION STATUTES

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

(1) The Carrier, by the issuance of this Waybill undertakes to perform and/or in his own name to procure the performance of the Carriage from the place at which the Goods are taken in charge to the place designated for delivery on the face hereof.

(2) The provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport only.

8. METHODS AND ROUTES OF CARRIAGE

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

(b) transfer the Goods from one conceptance to another including transhipping or carrying the same on another vessel than that named on the face hereof.

(c) unpack and remove the Goods which have been packed into a Container and thority or any aperson or obdy acting or purporning to act as or on behalf of such government or authority, or any person or body acting or pu

therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

9. INSPECTION OF GOODS

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents of any part thereof cannot safely or properly be carried or carried further, and the contents of the contents of the contents of the contents of the content of t

abandon the Carriage thereof and/or take any measures and/or incur any additional abandon the Carriage thereof and/or take any measures and/or incur any additional abandon the Carriage thereof and/or take any measures and/or incur any additional abandon the Carriage thereof and/or take any take and the cover or in the open, at any place, which storage shall be decemed to constitute due cover or in the open, at any place, which storage shall be decemed to constitute due delivery under this Washill. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the authorities at any place, a Container has to be opened for the contents to be inspected, the Carrier shall not be liable for any loss, darnage or any other carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

10. CONTINCENCIES

(1) If at any time the performance of the Carriage hereunder is or is likely to be affected by any hindrance, changer or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier may, whether or not the Carriage is discharge, land, store or take any other necessary means whatsoever on the Goods or any part thereof and place them at the Merchant's disposal at any place or port which the Carrier may sheated the state of the carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. In such case, the discharge, landing and storing any means whatsoever taken shall constitute complete and final delivery and full number responsibility of the Goods.

(2) The situations referred to in the preceding paragraph shall include, but not limited to, those caused by the existence or apprehension of war, declared or undeclared, to the control of the contr

arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3) If the Goods of dangerous, inflammable, radioactive, or damaging nature, which were tendered in compliance with Paragraph (1) above, shall become a danger to the vessel, cargo or any other property or person, such Goods may in like matiner be vessel, cargo or any other property or person, such Goods may in like matiner be (4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

13. HEAVY LIFT

(1) The weight of a single piece or package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked than five centimeters high.

(2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to the Goods and the Merchant shall be responsible for loss of or damage to the Landennify the Carrier against a static paragraph of the Merchant shall be responsible for loss of or damage to the Landennify the Carrier against Landon Merchant shall be responsible for loss of or damage to the Landennify the Carrier against the Merchant shall be responsible for loss of or damage to the June Landennify the Carrier against continued to the Landennify the Carrier against development of the Goods when received were free of any deet, scarch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event between the carrier and many deet, scarch, hole, cut and bruise that could not

The term apparent good order and condition with reference to any automobile, rolling stock, tractor, machinery and other unpacked goods does not mean that the condition of the Goods when received were free of any denit, scratch, lode, cut and bruise who the liable for such conditions, care and diligence. The Cartier shall in no event be liable for such conditions.

15. IRON, STEEL AND METAL PRODUCTS
Superficial rust, oxidation, moisture or any like condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition does acknowledgement of receipt of the Goods in apparent good order and condition of the Goods in apparent good order and condition of the Goods.

16. LIVE ANIMALS AND PLANTS
Live animals and plants, when accepted for Carriage, are received, loaded, tended, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warrany or undertaking whatosever by the Carrier that the supplied for their reception, carriage and preservation of such Goods.

17. TEMPERATURE CONTROLLED GOODS

(1) The Merchant undertakes not to tender any goods for Carriage which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and, in case of a temperature controlled have been properly packed in the Container and that its thermostatic control has been ended to the control without with the container and that its thermostatic control by loss of or damage to the Goods howsoever arising.

(2) The Carrier shall not be lable for any loss of or damage to the Goods howsoever arising.

(2) The Carrier shall not be lable for any loss of or damage to the Goods whatoever including goods having particular value only for the Merchant unless the true nature and sparked to the Goods whatoever including goods having particular value only for the Merchant temperature controlled Cont

increace, as otherwase spectational provoletion in this wayon, activery on the Cotols will deprove the proof of fidently at the Port of Discharge or the Place of Deliberry. The Consignee by presenting this Wasbill and/or requesting delivery of the Goods, however, undertakes all liabilities of the Shipper hereunder. The benefit of the contract evidenced by this Wasbill shall thereby be transferred to the Consignee or other person presenting its Wasbill.

(2) Any mention herein of parties to he notified of the arrival of the Corole is solely for Carrier in any liability nor relieve the Merchant of any obligation shall not involve the Carrier is natified to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, affoat, in the open or under cover, at the sole risk of the Merchant, Such storage shall constitute due delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, affoat, in the open or under cover, at the sole risk of the Merchant, Such storage shall constitute due delivery thereof, the Carrier is all the entitled, without notice, to unpack the Goods if part thereof stored as aforested shall wholly cease and the costs and expenses of such storage (if payable by the Carrier or his agent or any Sub-Contractor) shall forthwith be paid by the Merchant upon deemand of the Carrier.

20. DELIVERY BY MARKS

(1) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the packed by the Merchant, the Carrier he responsible for delivery of the Goods in accordance with other than leading marks.

21. SPECIAL DELIVERY OF GOODS

21. SPECIAL DELIVERY OF GOODS

21. SPECIAL DELIVERY OF GOODS

22. SPECIAL DELIVERY OF GOODS

23. SPECIAL DELIVERY OF GOODS

24. SPECIAL DELIVERY OF GOODS

25. SPECIAL DELIVERY OF GOODS

the limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing (8) the Units of Account mentioned in Paragraph (2) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the bas of the cours resided of the case.

(5) When the Goods have been packed into a Container by or on behalf of the Merchant, and when the number of packages or units packed into the Container is not enumerated on the face hereof, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

The Container is not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular market or use and the Carrier's hall not be responsible for any direct, indirect or consequential loss or and the Carrier's hall not be responsible for any direct, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

The defenses and limits of liability provided in Carrier for the Carrier

DEFENSES.

1. DEFENSES

2. defenses and limits of liability provided herein shall apply in any action against the rrier for loss of or damage to the Goods or delay in delivery whether the action be unded in contract, in tort or otherwise.

1. LABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER BROWN.

Carrier for loss of or damage to the Cooss or dear, in denorey when the condided in continuent, in tour or otherwise.

Student of Sub-Contractor of Sub-Contractor or otherwise.

Sub-Contractor or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or their servants or agents whose services the Carrier procurses for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to avail themselves of the defenses and limits of liability which the Carrier is entitled to invoke hereunder, and in entering into this Contract, the analysis of the contract of the contract

numbering or aduressing or us.

28. MERCHANT PACKED CONTAINERS
(1) If a Container has not been packed by the Carrier, this Waybill shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been contained as the container of the Carrier in the container of the Carrier is such loss, damage, liability or expense has been contained to the container of the Carrier in the Carrier is such loss, damage, liability or expense has been contained to the container of the Carrier is such loss, damage, liability or expense has been contained to the carrier of the Carrier is such loss, damage, liability or expense has been contained to the carrier of the Carrier of

28. MERCHANT PACKED CONTAINERS

(1) If a Container has not been packed by the Carrier, this Waybill shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or damage to the contents and the Merchant shall indemnity the Carrier a fished any injury, loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has contained and the Carrier and the Carrier and the Containers was contained; (b) the unsuitability of the contents for carriage by Containers or (c) the unsuitability of the contents for carriage by Containers with the container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, suffled or loaded.

(2) The Merchant shall inspect any Container before packing the contents into the Design sound and suitable for use.

(3) If the Container is 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's shall not be liable for any loss of or damage to the contents of the Container.

(3) If the Container is 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's shall not be liable for any loss of or damage to the contents of the Container.

(3) If the Container is delivered by the Carrier with seal indemnity in Carrier shall not be liable for any loss of or damage to the contents of the Container.

(3) If the Merchant shall assume full expossibility for and shall indemnity for Carrier shall in one very container or other equipment furnished or arranged by the Carrier or other equipment furnished or arranged by the Carrier or other equipment furnished or arranged by the Carrier or other equipment furnished or arranged by the Carrier or by coments of the Container on the Carrier shall in one or other or other equipment furnished or arranged by the Car

(7) The snoppojointly and severally liable to the Carrier for the payment.

For the performance of the obligation of each of them hereunder.

31. LIES.

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for
all sums payable to the Carrier under this contract and/or any other contract and for
all sums payable to the Carrier under this contract and/or any other contract and for
some and the Carrier shall have the right to sell the Goods and documents by public
same and the Carrier shall have the right to sell the Goods and documents by public
social to the state treat, without notice to the Merchant and at the Merchant's expense
and without any liability towards the Merchant. If on sale of the Goods, the proceeds fail
to cover the amount due and the cost incurred, the Carrier shall be entitled to recove
the deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's
opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at
his discretion and subject to his lien and without any responsibility attaching to him, sell,
abandon or otherwise dispose of such Goods solely at the risk and expense of the
Merchant.

his discretion and subject to his lien and without any responsibility attaching to hum, sent, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

32. GENERAL AVERAGE

(1) General average shall be adjusted, stated and settled at the port or place where the carrying yeas and/or her owner shall decide according to the York-Antwerp Rules of 1994 or any ministructure in may be stated in the ocean bill of lading issued for the Goods. Such each deposit as the Carrier or the owner of the vessel may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Merchant to the Carrier or or owner or of the vessel in the contributions and to provide such each deposit as the Carrier delivers the Goods.

(2) If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such each deposit or other security for the expensive contributions, and to provide such each deposit or or other security for the expensive contributions. The Contributions and to provide such each deposit or or other security for the expensive contributions. The Contributions and the provide such each deposit or or other security for the early of the Contributions and the provide such each deposit or other security for the early of the Contributions and the deemed to be incorporated herein and constitute a part hereof with the same force and effect as if fully set forth herein.

N. VARIATION OF THE CONTRICT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Waybill, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

Of the Carriage to the Carrier shall have the power to waive or vary of the terms of this Waybill, unless such waiver or variation is in writing and is specifically authorized or ra

United States of America before loading on or after discharge from the Vessel, as the case may be.

(2) If U.S. COGSA applies, the liability of the Carrier shall not exceed U.S. \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 23 shall apply.

(8) The Carrier shall not be liable in any capacity whatoever the loss, damage or delay (8) The Carrier shall not be liable in any capacity whatoever for loss, damage or delay carrier shall not be under the control of the carrier shall not be under the carrier shall not agree, the carrier shall not a such inland carrier's obligation under their contracts and tariffs. If, for any reason, the Carrier is based the right to act as agent only at these times, the Carrier shalling for a carrier shall not be carrier shall not be carrier shall not be carrier shall not be carrier shall not carrier shall not carrier shall not be carrier shall not carrier shall not be carrier shall not carrier shall not carrier shall not be carrier shall not carrier shall not be determined in accordance with Clause 22 and Clause 23 hereof.