



KWE Canada
Ocean Bill Of Lading
Terms & Conditions

1. DEFINITIONS

- (1) "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) "Goods" means the cargo described on the face of this Bill of Lading and if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.
- (3) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with the Merchant and who assumes responsibility for the performance of the carriage hereunder.
- (4) "Actual carrier" includes owners and operators of vessel, stevedores, terminal operators, road, rail and air transport operators and independent contractors and their respective servants and agents of whose services the Carrier procures for the performance of whole or any part of the carriage hereunder.
- (5) "Units of Account" means the Special Drawing Right (SDR) as defined by the International Monetary Fund.

2. CLAUSE PARAMOUNT

- (1) As far as this Bill of Lading covers the carriage of the Goods by sea or inland waterways, this Bill of Lading shall have effect subject to the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (hereinafter called the "Hague Rules" done on 25 August, 1924, or the Protocol to amend the Hague Rules done on 23 February, 1968, or the Protocol Amending the Hague Rules as amended by the Protocol of 23 February, 1968 done on 21 December, 1979, mandatorily applies to this Bill of Lading, in which case it shall effect subject to the provisions of such similar legislation (hereinafter called the "Hague-Rules Legislation"), and the Hague-Rules Legislation shall be deemed to be incorporated herein.
- (2) The Act or the Hague-Rules Legislation shall apply before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in custody of the Carrier, its servants, agents or the Actual Carrier within the sea terminal at the port of loading or the port of discharge.
- (3) As far as this Bill of Lading covers international carriage of the Goods by air, this Bill of Lading shall have effect subject to any and applicable provisions of the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12 October, 1929, as amended by the Hague Protocol, 1955, as amended by Montreal Protocol No.4 signed at Montreal, 25 September, 1975.
- (4) If any provision herein is repugnant to any extent of the Act, the Hague-Rules Legislation, Warsaw-Rules Legislation, or any other laws or regulations mandatorily applicable to the contract evidenced by this Bill of Lading, such provision shall be null and void to the extent of such repugnance but no further.



3. APPLICABILITY

The terms and conditions of this Bill of Lading shall be Applicable to the carriage from the Carrier's receipt from The Merchant of the Goods to the delivery of the Goods at the Place of destination.

4. GOVERNING LAW, JURISDICTION AND LIMITATION STATUTES

(1)The contract evidenced by or contained in this Bill of Lading shall be governed by applicable law at Place of Receipt stated on the face hereof except as may be otherwise provided for herein, and any actions against the Carrier shall be instituted where the Carrier has its principal place of business.

(2)Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by, or applicable under, any applicable laws and regulations of any countries.

5. MULTIMODAL TRANSPORT BILL OF LADING

(1)The Carrier, by the issuance of this Multimodal Transport Bill of Lading, undertakes to perform, or in its own name to procure the performance of, the entire transport from the place at which the Goods are taken in charge to the place designated for delivery stated on the face of this Bill of Lading.

(2)Notwithstanding the above, the provisions set out and referred to in this Bill of Lading shall also apply when the transport is performed by one mode of transport.

6. NEGOTIABILITY AND TITLE TO THE GOODS

(1)By accepting this Bill of Lading, the Merchant and its transferees agree with the Carrier that unless it is marked "Non Negotiable" on the face of this Bill of Lading, it shall be deemed to constitute the title to the Goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods described on the face hereof.

(2)This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described on the face hereof, unless a contrary indication such as "shipper's weight, load and count", or similar expressions have 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.



7. CARRIER'S TARIFF

The terms of the Carrier's applicable tariff are deemed to be incorporated herein. Copies of such terms are obtained from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

8. RECEPTION OF THE GOODS

(1)The Merchant shall be deemed to have guaranteed to the Carrier the accuracy and the correctness of the contents and description of the Goods when they were taken in charge by the Carrier. This Bill of Lading is issued as to marks, number, quantity, weight and volume as furnished by the Merchant and the Merchant shall indemnify the Carrier against any loss, damage or expenses arising from inaccuracy, and/or insufficiency of such particulars. The right of the Carrier to such indemnity shall in no way limit its responsibility and liability under this Bill of Lading to any person other than the Shipper.

(2)Unless, before the Goods are received by the Carrier, leading marks shall have been clearly and durably stamped or marked upon the Goods, packages or containers by the Merchant in letters and numbers not less than five centimeters high together with the name of the port of discharge, the Carrier shall not be liable for failure of or delay in delivery in accordance with the marks.

(3)If the Goods received by the Carrier is container packed by the Merchant, this Bill of Lading is prima facie evidence of the receipt only of the number of container as shown on the face hereof and the order and condition of the contents and particulars thereof are unknown to the Carrier which accepts no responsibility in respect thereof.

9. METHODS AND ROUTES OF CARRIAGE, AND INSPECTION OF CONTAINER

(1)The Carrier may, at any time and without notice to the Merchant, use any means of transport or storage, transfer the Goods from one conveyance to another, inspect, unpack and remove the Goods which have been packed into a container and forward them in another container or otherwise, load and unload the Goods at any place or port, whether or not being the port named as the port of loading or port of discharge on the face hereof, and store the Goods or abandon the carriage at any such place or port.

(2)The Carrier may comply with any orders or recommendations given by any government or authority, or any person or body having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders.

(3)The liberties set out in the preceding paragraphs may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods. Anything done in accordance with the preceding paragraphs or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

(4)The Carrier shall not be liable for any loss of, or damage to the Goods if the Carrier has performed in accordance with the preceding paragraph (1) or (2), and the Carrier shall be entitled to recover all the expense incurred in connection therewith from the Merchant.



10. CONTINGENCIES

(1) If the carriage is, or is likely to be affected by any danger or disturbance, which cannot be avoided by exercise of reasonable endeavors, the Carrier may, without notifying the Merchant, treat the carriage as terminated. And the Carrier may discharge, store, or take any other means as the Carrier deems necessary for, the Goods and place them at the Merchant's disposal at any place or port which the Carrier deems safe and convenient.

(2) The situation in the preceding paragraph, shall include, but not be limited to, those caused by existence or apprehension of war, hostilities, warlike, or belligerent acts or operations, riots, civil commotions or other disturbances, or interdict or prohibition of or restriction on commerce or trading, quarantine, or other similar regulation or restrictions, strikes, lockouts or other labor troubles whether or not involving employees of the Carrier or any Actual Carrier, congestion of port, sea terminal or any other place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, any other handling of the Goods, diseases, bad weather, ice, or any other obstacles to the carriage of the Goods.

(3) In such case, the Carrier shall be entitled to all freight and other charges due and the Merchant shall be liable for payment of all freight to the port of discharge or place of landing or for any other expenses incurred at such port or place as a result of the means taken by the Carrier in relation to the Goods.

11. OPTIONAL STOWAGE AND DECK CARGO

(1) The Goods may be packed by the Carrier in any container and consolidated with goods of other merchants for carriage.

(2) The Carrier may carry any Goods whether packed in containers or not, on deck or under deck without notice to the Merchant unless on the face hereof it is specifically stipulated that the containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note on this Bill of Lading any statement of such on deck carriage. Such Goods shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Act or of the Hague-Rules Legislation as provided in Clause 2 hereof.

(3) Notwithstanding the above paragraph (2), any Goods which are stated herein to be carried on deck, are carried without responsibility of the Carrier for any loss or damage arising during carriage by sea including where such loss or damage resulted from or was contributed to by the fault, act, omission, negligence or gross negligence of the Carrier, or Actual Carrier.



12. DELIVERY OF THE GOODS

(1) If the container is delivered by the Carrier with seals intact, such delivery shall be deemed as complete performance of the Carrier's obligation herein.

(2) The container packed by the Merchant may be opened and the contents thereof may be delivered by the Carrier, at the absolute discretion of the Carrier, in accordance with the brands, marks, numbers, sizes, or types of packages or pieces.

(3) If the Goods have been packed into container by the Carrier, the Carrier may deliver the Goods in container thereof to the Merchant at the absolute discretion of the Carrier and in accordance with the pre-agreement with the Merchant.

(4) In the preceding paragraphs (1), (2) and (3), and where it is not contrary to a compulsorily applicable provision of law, the Carrier shall not be liable for any loss, damage, shortage, or discrepancy of the contents of the container.

(5) 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 for the Merchant which occurs while in the possession or control of the Merchant, its agent or its inland carrier engaged by or on behalf of the Merchant.

(6) If delivery of the Goods or any part is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to unpack the Goods from container and/or store the Goods or a part thereof, at the sole risk of the Merchant. The responsibility of the Carrier in respect of the Goods or that part thereof shall wholly cease and the cost and expense shall be paid by the Merchant upon demand by the Carrier.

13. CARRIER'S FAILURE TO LOAD AND DELAY IN DELIVERY

(1) In the event of the Carrier's failure to load the Goods in whole or in part on the vessel specified on the face hereof, the Merchant shall have the option as to whether the Goods shall be forwarded by next available vessel or other means of transport, or cancel the contract of carriage. But in any case, the Carrier shall not be required to bear any extra freight, charges or expenses to fulfill the carriage contracted for herein.

(2) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any loss or damage caused through delay unless affirmatively proved by the Merchant to be due to the actual fault of the Carrier. In any event and without prejudice to the generality of the above sentence, the liability of the Carrier for loss or damage and/or expense resulting from delay in delivery shall be limited to an amount equivalent to two and half times the freight payable for the Goods delayed, but not exceeding the total freight applicable to the relevant stage of the carriage.

(3) Any clause herein giving names of parties who desire to be notified on the arrival of the vessel or other means of transport at destination is solely for the information of the Carrier and its agents and failure to notify the same shall not involve the Carrier in any responsibility.



14. DANGEROUS GOODS, RADIOACTIVE MATERIALS, CONTRABAND AND HEAVY LIFT

(1) Goods known to be of a dangerous, hazardous, inflammable or radioactive nature and address of the Merchant, and/or special permission or certificate issued by the competent government or authorities must be declared and the special permission or certificate must be provided by the Merchant to the Carrier prior to acceptance of the Goods for carriage and the nature must be distinctly marked on the outside of the package. A special stowage order giving consent to carriage must also be obtained from the Carrier. The Merchant warrants during the course of transit the package and the stowage of the Goods are safe and proper for handling and carriage in accordance with any and all international or domestic laws and regulations.

(2) If the Goods shall become of a danger or contraband in the judgment of the Carrier or of any authority, the Carrier, at any time, shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged or disposed of at the Carrier's discretion without compensation to the Merchant and at the sole risk and expense of the Merchant.

(3) The weight of single piece of package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than five centimeters high.

(4) Whether or not the Merchant was aware of the nature of the Goods, in any event, the Merchant shall be responsible and fully indemnify and hold harmless the Carrier against personal injury or death and all claims, losses, damages, or expenses, arising from the nature of the such Goods carried hereunder.

15. VALUABLE GOODS

The Carrier shall not be responsible to any extent for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods whatsoever including goods having particular value only for the Merchant unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same is inserted on the face hereof and ad-valorem freight has been prepaid thereon.

16. AUTOMOBILE AND OTHER UNPACKED GOODS, AND METAL PRODUCTS

The term "apparent good order and condition" when used in this Bill of Lading with reference to automobile and all other unpacked goods, and metal products does not mean that the Goods when received were free of visible scratch, rust and any other defects that could not have been found by ordinary care and diligence. The Carrier shall in no event be liable for any such conditions.

17. PRECISE MACHINERY



Any statement hereon that the Goods have been received in apparent good order and condition in regard to all precise machineries does not involve any admission by the Carrier as to the absence of invisible damage resulting from shock, vibration, shake, tremble, quake and quiver. The Carrier shall not undertake to carry the Goods under the special care and/or treatment unless the special arrangement with the Merchant has been agreed to in writing and noted on the face hereof and the special freight as required has been paid. In any event, the Carrier shall have the benefit of all exemptions, immunities or limitations provided for in this Bill of Lading.

18. TEMPERATURE CONTROLLED GOODS

(1) Special stowage is not to be furnished unless prior agreement in writing between the Carrier and the Merchant has been made and contracted for at an increased freight rate. When requested by the Merchant, the Carrier will pack the cargo into refrigerated container and will set the thermostatic control.

(2) In case the Carrier agreed to carry the temperature controlled goods under special care, the Carrier shall exercise reasonable care in maintenance of facilities but shall not be responsible for any kind of loss or damage to the Goods caused by latent defect, derangement, breakage, stoppage including stoppage during loading, discharge or transfers, and malfunction of refrigerating facilities, unless prohibited by a compulsorily applicable provision of law.

19. LIVE ANIMALS AND PLANTS

Live animals and plants, when accepted for carriage, are accepted for carriage entirely and absolutely at the risk of the Merchant and without any warranty or undertaking whatsoever by the Carrier that the vessel and other means of transport are seaworthy, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods.

20. LIABILITY OF THE CARRIER AND PROVISIONS

(1) The Carrier's liability for loss of or damage to the Goods shall commence only when the Goods are received and cease absolutely when the Goods are delivered at the place of destination.

(2) If the stage of the carriage during which the loss or damage occurred is known, the liability of the Carrier shall be determined by the provisions contained in any international convention or mandatory national law which provisions; (a) cannot be departed from by private contract to the detriment of the Merchant, (b) or would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of particular stage of the carriage during which the loss or damage occurred and



received as evidence thereof any particular documents which must be issued in order to make such international convention or national law applicable.

(3) If it can be proved that the loss or damage occurred during inland carriage while the Goods were in custody of an Actual Carrier, the liability of the Carrier and the limitation shall be determined in accordance with the Actual Carrier's contract of carriage or tariff. If such contract or tariff does not exist, the limit shall be as set out in Clause 23 hereunder.

(4) Notwithstanding the above stipulation, if it can be proved that the loss or damage occurred during the carriage while the Goods were collected or delivered in Japan, the liability of the Carrier shall be determined in accordance with Japan's statutory law and regulation, as applicable to the carriage.

(5) If it cannot be proved in which custody the Goods were lost or damaged, it shall be deemed to have occurred during the sea transport and the Carrier shall be liable to the extent prescribed by the Act or applicable Hague-Rules Legislation, as the case may be, as provided for in Clause 2 hereof.

21. LIMITATION OF LIABILITY AND TIME-BAR

(1) The Carrier shall be relieved of liability for any loss or damage, or delay in delivery arising from:

(a) any cause which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence,

(b) fire, unless caused by the actual fault of the Carrier,

(c) compliance with the instruction of the person entitled to give them,

(d) wrongful act or neglect of the Merchant,

(e) insufficiency of packing or inadequacy of marks,

(f) defect of the container or similar article supplied by the Merchant,

(g) handling, loading, stowage or discharge to and from container or similar article by the Merchant or any other person acting on behalf of the Merchant,

(h) inherent vice or nature of the Goods, or

(i) war, warlike operations, riot, civil commotions and strikes or lockout or stoppage or restraint of labor from whatever cause, whether partial or general.

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

(3) Unless written notice of loss of or damage to the Goods and the general nature of it is given to the Carrier or its agent at the place of delivery, before or at the time of removal of the Goods into the custody of the person entitled to deliver under this Bill of Lading, or within seven (7) consecutive days thereafter if the loss or damage is not apparent, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods described in this Bill of Lading.

(4) The Carrier shall be discharged from any liability in respect of loss or damage unless suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered. In the event such time period shall be found to be contrary to any international convention or mandatory national law, the period covered by such convention or mandatory national law shall then apply but in that circumstance only.



22. LIABILITY OF SERVANTS, AGENT AND SUB-CONTRACTOR

(1)The Merchant undertakes not to take any legal proceedings or assert any claim against any servant, agent or sub-contractor of the Carrier or the Actual Carrier. If this undertaking is breached, the Merchant shall indemnify the Carrier against any claim which may be made upon the Carrier by any servant, agent or sub-contractor of the Carrier, Actual Carrier, or other persons in relation to the claims made against them by the Merchant.

(2)If an action for loss of or damage to the Goods is brought against any such servant or agent, sub-contractor or other persons including, but not limited to, Actual Carriers or their servants or agents, of whose services the Carrier makes use for the performance of the contract evidenced by this Bill of Lading, and without prejudice to the provisions of clause 20 (3), such servant or agent, sub-contractor or other persons shall be entitled to avail himself of the defenses and limits of liability which the Carrier is entitled to invoke under this contract.

(3)In entering into this contract, the Carrier, to the extent of those provisions, does so not only on its behalf but also as agent and trustee for such servants, agents, sub-contractor or other persons.

(4)The aggregate of the amount recoverable from the Carrier and such servants, agents, sub-contractor or other persons and their servants and agents shall in no case exceed the limits provided herein.

(5)No servant, agent or sub-contractor of the Carrier, or other persons shall have the power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

23. SETTLEMENT OF CLAIM

(1)Any claim for which the Carrier may be responsible hereunder shall be adjusted on the basis of the Merchant's invoice value of the Goods plus freight and insurance premium, if paid, and in no event shall the Carrier be responsible for any loss of profit or consequential loss.

(2)The Carrier shall in no event be liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 666.67 Units of Account per package or per unit or 2 Units of Account per kilogram of gross weight of the Goods lost or damaged, whichever is the higher. The amount shall be converted into national currency on the date to be determined by the law of country in which the case is instituted.

(3)Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the shipper prior to the commencement of the carriage, has been inserted on the face hereof and extra freight was paid. In such case, declared value shall be limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4)When the Goods have been packed 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 shall be considered as one package for the purpose of application of the Carrier's limitation of liability.



24. FREIGHT AND CHARGES

(1) Full freight to the place of delivery mentioned on the face hereof shall be considered as completely earned on receipt of the Goods, whether the freight be stated to be prepaid or to be collected at destination and whether ship or Goods lost or not lost, and all charges due hereunder against the Goods shall be paid to the Carrier as soon as they incurred.

(2) The Carrier shall be entitled to all freight and other charges due whether actually paid or not, under any circumstances whatsoever. The payment of freight and charges shall be made by the Merchant in cash without reduction, counterclaim or offset.

(3) The Merchant shall be responsible for expenses for mending or replacement of packages resulting from insufficient packing or from excepted perils, and expenses incurred in fumigating 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 vessel shall be paid by the Merchant.

(5) The Merchant shall be responsible for all duties, taxes, fines, expenses or losses incurred by the Merchant's failure to comply with all regulations of customs, port or other authorities, and shall indemnify the Carrier in respect hereof.

(6) The Merchant shall be responsible for all fines 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.

(7) The freight has been calculated on the basis of the particulars furnished by the shipper. If the particulars furnished by the shipper are incorrect, a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier.

(8) The shipper, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for payment of all freight and charges and for the performance of the obligation of each of them hereunder.

25. LIEN

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all the amount payable to the Carrier under this contract or under any other contract, and for general average contributions and for the cost of recovering the same and may enforce this lien by all available means including public or private sale upon the Goods, without notice to the Merchant. If the proceeds fail to recover the amount due and incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time, or whenever the Goods will become deteriorated or worthless, the Carrier may, at his discretion and subject to its lien and without any responsibility, sell, abandon or otherwise dispose of the Goods solely at the risk and expenses of the Merchant.



26. GENERAL AVERAGE

(1) General Average shall be adjusted, stated and settled at port or place where the carrying vessel and/r her owner shall decide according to York Antwerp Rules, 1974, as amended 1990 or any modification thereof, and any other rules, laws and usages of the port or place of the adjustment. Such cash 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 the owner of the vessel, if required, before delivery 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 cash deposit for the estimated amount of such contributions as the Carrier shall require.

27. BOTH-TO-BLAME COLLISION CLAUSE AND NEW JASON CLAUSE

The both-to-blame collision clause and New Jason Clause provided for in the ocean Bill of Lading issued for the Goods by the owner or operator of the carrying vessel shall be available to the Carrier and be deemed to be incorporated in and constitute a part of this Bill of lading with the same force and effects as if fully set forth herein.

28. U.S.A. LOCAL CLAUSE

(1) If the carriage covered by this Bill of Lading includes carriage to/from or through a port or place in the United States of America, this Bill of Lading shall be subject to the Carriage of Goods by Sea Act of the United States of America approved 16 April, 1936 (U.S. COGSA). The terms of U.S. COGSA shall be deemed to be incorporated herein and shall be paramount throughout the carriage by sea or inland waterways and entire time when the Goods are in the actual custody of the Carrier or any Actual Carrier at the sea terminal in the 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, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 23 shall apply.

(3) The Carrier shall not be liable in any capacity whatsoever for loss of, damage to or delay in delivery of the Goods, while the Goods are in the United States of America away from the sea terminal and are not in the actual custody of the Carrier. The responsibility of the Carrier shall be to procure as agent, transportation by inland carriers (one or more). If the Carrier is denied the right to act as agent only at these times, the Carrier's liability for loss of, damage to or delay in delivery of the Goods shall be determined in accordance with Clauses 20, 21, and 23 hereof.



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Appendix Two: The terms and conditions of the bill of lading

In accepting this Bill of Lading, the Merchant agrees to be bound by all its stipulations, exceptions, terms and conditions appearing on the face and back hereof, whether written, stamped, printed or otherwise incorporated, as fully as if they were all signed by the Merchant, notwithstanding any local customer privileges to the contrary, and agrees that all agreements or freight engagement for and in connection with the carriage of the Goods are superseded by this Bill of Lading. In witness, the undersigned has signed the number of original Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void. This Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order.

Received by the Carrier from the shipper in apparent good order and condition except as otherwise noted on the face hereof, the Goods or the container(s) or packages(s) said to contain the cargo mentioned on the face hereof, to be carried subject to all the terms and conditions of this Bill of Lading by the vessel named on the face hereof or any substitute at the carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery stated on the face hereof and there to be delivered to order or assigns. Particulars furnished by the Merchant. All descriptions contained herein considered unknown to the Carrier.