CONDITIONS OF CARRIAGE

ART.1- DEFINITION
"Carrier" means the party named on the face of this document and on whose behalf this Bill of Lading has been signed.
"Merchant" includes the Shipper, Receiver Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading, the holder of any document (including this document) evidences the contract of carriage and any person acting on behalf of any of the aforementioned.
"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading otherwise.
"Goods" means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier, as well as the contents of such container.
"Container" includes any container trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate goods.
"Carriage" means the whole of the operations and services undertaken by the Carrier in the respect of the Goods.
"Combined Transport" arises when the place of receipt and/or the Place of Delivery are indicated in the face thereof.
"Port to Port Shipment" arises when the carriage called for by the Bill of Lading is not a combined transport.
"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff.
"Vessel" includes any barge, boat, vessel or other vehicle employed in the performance of this contract including any substituted Vessel
"Package or Unit": per individual Package if the goods are packed, per Block unit if the goods are not packed.

Art. 2 – Warranty
The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

Art. 3 – Sub-contracting and Indemnity
The carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including every independent contractor from time to time employed by the carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, consignee or owner of the goods or to any holder of this B/L for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection whit his employment and, without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this B/L.

Art. 4 – Paramount Clause
This agreement is governed by French law of the 18/06/1966 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bill of Lading of August 25th, 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extend and on the occasion that such rules are mandatory and furthermore, by the following terms and stipulations which would be deemed null and void only if, and to the extent that, they should be prohibited in whole or in part by the applicable law.
None of the rights, limitation and exemption of liability enjoyed pursuant to the above law, edicts, convention and rules are waived by the Owner.
In taking advantage of this B/L the shippers admit that they are bound by any terms, exemptions, clauses and conditions whether printed, typed, stamped or hand-written on the front pace or overleaf thereof, notwithstanding any local law and established custom providing otherwise.
The said clauses and conditions of the B/L shall be considered as binding on the Bill of Lading holder even though the B/L is not signed by the shipper.

Art. 5 – Carrier's Responsibility, Modalities and limitations of Indemnity/Port to port Shipment
-Period of liability :
The carrier is deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the howsoever such loss or damage arises.
a)Loading shall be deemed to have commenced when the goods are connected whit the tackle alongside the vessel, and discharge shall be deemed to have been completed when the goods are disconnected from the tackle.
b)For the operation of handling, stowage, loading or unloading carried out before loading or after discharge from the vessel, the stevedore or/and ship agent are deemed to act on behalf of the merchant even if they were chosen by the carrier, in particular, when these operations are performed by a public or semi-public or monopolistic organism.
-Modalities and Limitations of Indemnity
a)In case of damage or loss sustained by the cargo, the value retained to compensate B/L holder or endorsee there under shall be the intrinsic value of the goods, viz : its cost, price at the loading port without regard to the freight, custom duties or penalties, profit margin, interest, commissions, etc.
b)Furthermore and notwithstanding any exemptions or limitations hereunder and whether printed, hand-written, typed or stamped, under no circumstances shall the carrier's liability with respect to any goods the value of which was not shown on the B/L and explicitly agreed by the carrier and the freight paid ad valorem accordingly, exceed the amount provided for in the applicable Convention or by the special provision in this article.
c)the liability if any of the Carrier for loss and/or damage to the Goods occurring from loading onto any sea-going vessel up to discharge from that vessel or from another vessel into which the Goods shall have been transhipped shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this B/L..

Art. 6 – Carrier's Responsibility, Modalities and Limitations of Indemnity-Combined Shipment
-Period of Liability :
Where through transit of goods is provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided for under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability whatsoever in respect of carriage by other carrier.
Full power is expressly given to the carrier to choose the contractor in charge of the inland transit whether as a pre-transit until such time as the goods are taken over by the ship or on-transit commencing on completion of the shipment by sea and inland transit to final delivery free on rail or truck or any other appliance, under which circumstances the inland carrier shall be deemed acting for the sole account of the shipper. The carrier shall be liable only for the damage or loss sustained by the goods during the carriage by sea on ships operated by the carrier under his supervision, even through the carrier shall collect the full amount of the freight.
But if these actions are not possible and after that the Merchant proves it, the Carrier shall be liable for loss or damage occurring during carriage to the extent set out below.
1)Where the stage of carriage where loss or damage occurred is not known.
The carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by :
(I)an act or omission of the Merchant ;
(II)insufficiency of or defective condition of packing or marking :
(III)insufficiency or inadequacy of marks or numbers on the goods :
(IV)handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant :
(V)inherent vice of the Goods :
(VI)fire unless caused by the actual fault or privity of the carrier :
(VII)strike, lock-out, stoppage or restraint of labour the consequences of which the Carrier could not avoid by the exercise of reasonable diligence :
(VIII)a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy :
(IX)any cause or event which the Carrier could not avoid and the consequence where of he could not prevent by the exercise of reasonable diligence.
When the Carrier establishes that in the circumstance of the case, the cause of the loss or damage could be attributed to one or more of the causes or events specified in paragraphs above, it shall be presumed that it was so caused. The Merchant shall however be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.
2)Where the stage of Carriage where loss or damage occurred is known.
Notwithstanding anything provided for in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined :
a)by the provisions contained in any international convention or national law which provisions
(I)cannot be departed from by private contract to the detriment of the Merchant and
(II)would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention
or national law applicable.
b)where not international convention or national law would apply, by the Hague Rules contained in the international Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924, as amended by the protocol signed at Brussels on 23rd February 1968,if the loss or damage is known to have occured at sea or
c)by the provisions of the sub-clause 6 (1) in cases where the provisions of paragraphs (a) and (b) do not apply
Where under the provisions of this sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law this liability shall be determined as through the Carrier were the carrier referred to in any such convention or national law.
References in this sub-clause 2) to the internal law of a State shall be excluding all principles of private international law applied by the State.
3)Where the Place of Receipt or Place of Delivery is not named on the face hereof.
Where the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises prior to the loading onto the vessel. Where the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to the discharge from the vessel.
-Amount of Compensation
In combined transport below and subject to the provisions in any international law, compensation shall in no circumstances, whatsoever and howsoever arising, exceed 2 sdr (special drawing rights) per kilo of gross weight of the goods lost or damaged limited at 666.67 SDR per package and unit.
For the purpose of limitation of liability, a Container stuffed by the Carrier or on the Carrier's behalf shall be deemed as forming a single package with the contents thereof.

Art. 7 – Special provisions
1 - Notice of loss/damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.
2 - Time-limit
unless proceedings are instituted within one year after the delivery of the goods or the date when the goods should have been delivered, the Carrier shall be discharged from any liability and does not hereby waive any shorter time bar arising to the Carrier's benefit under any legislation or agreements in effect.

Art. 8 – Sundry liability provisions
1 - Delay
The carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time to meet any market or use the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by any delay.
If this exemption from liability shall be invalid under mandatory law, the liability of the carrier shall be limited to the value of the freight or, when the stage where delay occurred is known, to the freight applicable to the relevant stage of transport.
In case of delay from the vessel, the carrier shall not be liable for loss or damage sustained by perishable cargoes carried in containers at the sole risks of the Merchant.
2 - Ad valorem
Higher compensation than that provided by clauses 5, 6 whichever may be applicable may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra-freight paid if required. In that case the amount of the declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Art. 9 – Shipper-packed Containers
If a Container has not been packed by or on behalf of the Carrier.
(a) The Carrier shall not be liable for loss of or damage to the Goods caused by
(I) The manner in which the Container has been packed or
(II) The unsuitability of the Goods for carriage in Containers or the carriage of goods in an inappropriate container
(III) The unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was packed.
(b) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a), (I), (II) or (III) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (III) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.

Art. 10 – Inspection of Goods
The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any to inspect the Goods. If by order any authority at any place, the goods have to be unpacked from the containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant to destroy such goods, and all expenses and costs incurred there from shall be paid by the Merchant.

Art. 11 - Carriage affected by condition of Goods
If it appears at any time that the Goods 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 measure(s) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take thereof and/or abandon the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading . The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

Art. 12 - Description of Goods
No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
Any statement herein that iron or steel goods of any description have been shipped in apparent good condition does not involve any admission from the Carrier as to the absence of rust, for which the Carrier accepts no responsibility.

Art. 13 - Shipper's Merchant's responsibility
1 - The shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and those particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.
2 - The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.
3 - The Merchant shall comply with all regulations or requirements of customs, port or any other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of goods and indemnify the Carrier in respect thereof.
4 - If the Merchant uses its own containers, such containers shall comply with ISO/CSC regulations and be correctly cared for and respect any applicable legislation in all ports of call
5 - Where Containers owned or leased by the Carrier are unpacked by the Merchant, he is responsible for returning the empty Containers with interiors brushed and clean and with all its accessories, if any, to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within the prescribed time. The Merchant shall be liable for any demurrage loss or expense that may arise from such non-return and will indemnify the carrier for any/all loss and damage to the container arising while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him.

Art. 14 - Freight and Charges
Freight shall be charged by weight, volume ad valorem, or numbers at the Owner's option and, in all cases, payable in the currency stipulated in the Bill of Lading. Any goods which on inspection should be found of a different nature, or of a larger weight, volume or value than declared by the shipper on the Bill of Lading shall entitle the carrier to claim double the amount of freight which would have been due on the actual weight, quantity, volume or value, as liquidated damages, any particular provisions of the shipping conferences notwithstanding.
1 - Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
2 - The Carrier shall have the right to demand payment of freight and charges whether payable at the time of receipt of the goods or before delivery of the goods either in the tariff currency or, at his option, in any other transferable currency.
The Merchant's attention is drawn to the stipulation concerning currency in which the freight and the charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the applicable tariff.
If no such stipulation as to devaluation exists or is applicable, the following clause to apply :
In case of devaluation of the currency in which freight and charges are expressed, the corresponding amounts shall be automatically and immediately increased equivalent to the extent of the said devaluation.
3 - The Freight has been calculated on the basis of detailed information furnished by or on behalf of the shipper. The Carrier may at any time open any Container or any other package or unit in order to reweigh, re-measure or revalue the contents, and if the detailed information provided by or on behalf the Shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the freight charges shall be payable as liquidated damage to the Carrier.
4 - Attention is drawn to the Carrier's applicable conditions for container and vehicle demurrage which may be obtained from the Carrier or his Agents.
5 - All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of stay of execution before delivery of the goods.
6 - Any person falling within the definition of Merchant (in clause 1) whether or not such person is the Shipper, shall be liable to the Carrier for the payment of all freight charges and demurrages and for the performance of the obligation of the contract evidenced by this Bill of Lading .
Notwithstanding any provisions to the contrary, any unpaid freight and other transport costs remain due even after expiry of ONE YEAR after completion of the voyage.
Any and all dock, tonnage, toll dues, lading charges, stamp duties, and other taxes levied by the customs or other national or private authorities shall be borne by the cargo and prepaid by the receiver before the goods are delivered. In the case where the exact amount is unknown the Carrier shall collect one provision. The shipper and receiver shall severally indemnify the Carrier for any consequential damages arising out of the enforcement of administration or customs regulations which may be incurred by the Master, Carrier or his Agents for any reason whatsoever.
On any sum owed and payable by the receiver to the carrier for shipper's account against delivery of the goods, the carrier shall be entitled to a collection fee which should not be considered a del credere commission.
The amount so claimed shall not be taken into account unless mentioned in unambiguous and specific manner on the Bill of Lading by the shippers.
Said refunds shall be paid to the shippers only after collection from the receivers. The Owner or his Agents do not accept any liability if the receiver should refuse to pay, or should remit a dishonoured cheque, or in case the transfer of currency should be refused by any local authority.
Goods handed over by the shippers to the carrier shall only be returned against payment of the freight in full and of an indemnity for the loss sustained in taking over the said goods.

Art. 15 - Lien
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 for general average contributions to whomsoever due and for the cost of recovering the same and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

If on sale of the Goods the proceeds fail to cover the amount due, the cost incurred as well as demurrages of Containers, the Carrier shall be entitled to recover the deficit from the Merchant.
The Master and carrier shall have a lien on all the goods even after expiry of fifteen days, for the payment of all expenditure, freight, dead-freight, or additional freight whether pre-payable or payable at destination, incurred in connection with this, or with previous voyages, even on other vessels, providing such amounts should be due by the shipper or receiver of the goods to the Owner.

Art. 16. Deck Cargo and Livestock
1) Goods (not being Goods stowed in containers other than flats or pallets) which are stated herein to be carried on deck and livestock whether or not carried on deck, are carried without responsibility on the part of the carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.
The Master and the Carrier are specifically authorised by the shipper to stow and carry cargo on deck and without giving notice to the B/L holder, they are contractually dispensed from giving notice.
Stowage and Carriage on deck shall be deemed approved by the shipper.
The Goods loaded on deck are carried at Merchant's expenses, risk and loss.
The Master and the Carrier will not be responsible for any loss and/or damage incurred during the shipping transport, loading/unloading and transhipment.
2)Livestock are carried at the sole risk of the merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising even though caused or contributed to by the act, neglect or default or the Carrier or by the unseaworthiness or unfitness of any vessel, craft, conveyance, container or other place existing at any time. In the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of another livestock or of any person on board or to cause the vessel to be delayed or impede in the prosecution of the voyage, such livestock may be destroyed and throw ever-board without any attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with the carriage of such livestock.

Art. 17 - Motors Vehicles
Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured.
The Carrier only receives motors vehicles and do not take on any responsibility regarding the eventual contents put into it by the Merchant. The Carrier also does not guarantee any accessories of the vehicles which of but without limiting to: windscreen wiper, hubcap, spare wheel, car radio ect.

Art. 18 – Refrigerated vehicles and containers
The carrier accepts no responsibility for damage sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit accessories and/or thermostat.
The carrier shall only provide electric power to the containers refrigerating systems and shall not be liable for power supply breakdowns.
The carrier is not responsible for damage or losses to the goods originating from thermostatic controls not being carried out or being wrongly carried out by the Merchant, as well as for losses or damage originating from latent defect or from latent defect or from breakdowns to the cooling systems or to whichever electric plant either of the goods or of the ship.

Art. 19 - Options
Notwithstanding any custom of the port, regulations or conventions, and even prior to declaring the vessel entry to the customs and/or complying with any customs or other formality, the Master and Owner shall have the right to load, discharge, trans-ship the cargo or have it trans-shipped to barges, lighters, boats, or discharge same or have it discharged onto quay, into bonded stores, agent's warehouse or other places, stores, docks, silos, ect..., whether by day or night, on Sunday as on holidays, as they deem fit, but at the cost and risk of the cargo. Under no circumstances shall the Master and/or Carrier be obliged to notify the receiver of the arrival of the goods.
If the B/L is issued with optional ports, the port of discharge for optional cargo must be declared to the vessel's Agent no later than 24 hours before the vessel's arrival in the first optional port. Failing such a declaration, the Master shall discharge the cargo in the optional port mentioned in the Bill of Lading deemed the most convenient for the vessel's schedule.
The ocean vessel shall be at liberty to call at ports by, or out of the customary route, to attend dry-docking with cargo on board,to tranship the goods and use of another vessel or vessels, and dispatching the same via inland transit, thereby incurring no liability to the cargo or obligation to advise the shippers who hereby waive any claim they may have in connection therewith, including but not limited to, claims for delayed delivery in the trans-shipment port. Neither in this nor in any other case, shall the vessel Master or carrier be responsible for the insurance of the goods. The carrier's liability, if any, shall cease when the goods are taken over by the succeeding transport contractor.

Art. 20 - Methods and route of transportation
(1) The carrier may at any time and without notice to the Merchant
(a) use any means of transport or storage whatsoever ;
(b) transfer the Goods from own conveyance to another including but not limited to transhipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever ;
(c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise ;
(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order ;
(e) load or unload the Goods at any place or port (whether or not any such port is named overleaf as Port of Loading or Port of Discharge) and store the Goods at any such place or port ;
(f) comply with any orders or recommendations given by any government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions ;
(g) permit the vessel to proceed with or without pilots.
(2) The liberties set out in sub-clause(1) above may be invoked by the Carrier of the Goods for any purpose whatsoever whether or not connected with the Carriage of the Goods including bunkering, undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising there from shall be deemed to be within the contractual carriage and shall not be a deviation.

Art. 21 - Matters affecting performance
If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safety or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) the Carrier (whether or not the Carriage is commenced) may either.
(a) Without notice to the Merchant, abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional cost of Carriage to and delivery and storage at such place or port; or
(b) upon notice to the Merchant, suspend Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and use reasonable endeavours to forward the Goods, the Carriage of which has been suspended, as soon as possible after the hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period before such removal. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including, but not restricted to, charges for storage, handling and any other services to Goods, and for Freight from the place of suspension to the Port of Discharge or Place of Delivery whichever is applicable, without giving credit for Freight already paid in respect of the Carriage.
If the Carrier elects to suspend Carriage under (b) above, this shall not prejudice his right subsequently to abandon Carriage under (a).

Art. 22 - Dangerous Goods
(1) No Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which are or may cause damage to any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing and without the Container or other piece of equipment in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and the character of any such articles and to comply with any applicable laws, regulations or requirements, if any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
(2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.
(3) 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 arising in consequence of any breach of the provisions of this clause.
(4) Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provide for.

Art. 23 - Notification and delivery
(1) Any term mentioned herein providing for the parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(2) The Merchant shall take delivery of the Goods upon discharge. All expenses incurred because of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
(3)If delivery of the Goods or any part thereof 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 without notice to unstow the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, under shelter or not at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contract or of the Carrier shall forthwith upon demand be paid by the Merchant to the Carrier.
(4)If the Merchant fails to take delivery of the Goods within ten days of delivery becoming due under sub-clause (2) or (3), above or if in the opinion of the Carrier they are likely to deteriorate, decay become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading .
As regards to containers owned or hired by the carrier, over a period of free detention and parking, the Merchant will be liable per demurrages and detention taxes in case the receiver refuses to take delivery of the cargo, the Carrier is then entitled to recuperate the cargo and to sell same in order to recover any outstanding expenses and charges if the sales proceeds are deemed insufficient by the Carrier, the latter is entitled to claim the balance of the cost from the shipper.

Art. 24 – Both-to-Blame Clause
If the (carrying) ship comes in collision with another as a result of the negligence of the other ship and act neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the carrier as trustees for the owner and/or demise chatterer of the carrying ship a sum sufficient to indemnify the Carrier and/or the owner and/or demise chatterer of the carrying of the carrying ship against all loss and liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant, paid or payable by the other or non carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non carrying ship or her owners as part of their claims against the carrying ship or her owner or demise chatterer or the Carrier. The foregoing provisions shall also apply where the owners operators or those in charge of any ship or objects, other than, or in addition to the colliding ship or objects, are at fault in respect contact stranding or other accident.

Art. 25 - General average
(1) In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.
(2) General average shall be adjusted in Marseille, in accordance with the 1974 YORK-ANTWERP rules, by one General Average Adjuster or more appointed by the Carrier without legal formalities.
(3) Notwithstanding any provision to the contrary in the YORK - ANTWERP Rules 1974, including but not limited to the article 7 of the said Rules, any and all sacrifices, losses and expenses made or incurred for the common benefit of the vessel and of the cargo, even without imminent danger, shall be deemed general average.
(4) It is hereby formally agreed that the Carrier reserves the right to retain the goods until payment of all contributions, whether provisional, final or contingent to general average, is effected in full and after the relevant average deposit is received by a bank.
(5) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessels belonged to strangers.
(6) In case of assistance to the vessel and to the cargo, the Owner is given express authority to agree the cost of assistance, cargo interests declaring that they accept in advance the said agreed cost.

Art. 26– Variation of the contract
No servant or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

Art. 27 - Validity
In the event that anything herein contained is inconsistent with any applicable international convention law which cannot be departed from by private contract, the provisions hereof shall, to the extent of such inconsistency, but no further, be null and void.