

**1. DEFINITIONS**

1.1 "Carrier" means Fourway Maritime Corporation (Hong Kong) Pty Ltd, with registration no.: 138652  
 1.2 "Container" means any standard container, trailer, transportable tank, flat rack, and/or other item of transportation equipment in conformance with ISO standards.  
 1.3 "Merchant" means the shipper, holder, consignee, the receiver of Goods, any person or party owning or entitled to possession of the Goods or this Bill of Lading and, anyone acting on behalf of such persons or parties.  
 1.4 "Holder" means any person or party in possession of this Bill of Lading or entitled to possession of this Bill of Lading.  
 1.5 "Goods" means the whole or any part of the cargo received from the shipper and includes the packing and any equipment or Container not supplied by or on behalf of the Carrier.  
 1.6 The terms "Servant", "Agent" or "Subcontractor" shall mean all direct and indirect dependent and independent servants, agents or subcontractors engaged by the Carrier and/or their respective agents, servants and subcontractors.  
 1.7 "Vessel" and/or "Ship" means the ocean vessel named in this Bill of Lading or any substituted vessel.  
 1.8 "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25 August 1924 and includes any amendments thereto, including the Hague Visby Amendments, 1968.

**2. SCOPE OF CONTRACT**

2.1 By the issue of this Bill of Lading the Carrier undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are loaded (place of acceptance) to the place designated for delivery in this Bill of Lading and assumes liability as set out in this Bill of Lading.  
 2.2 The Carrier may at any time and without notice to the Merchant:  
 2.2.1 Carry the Goods by any means of transport and by any route or in any direction whatsoever, whether inland, out of or most of the way by sea, through any normal route and proceed beyond the port of or place of discharge or in a direction contrary thereto or return to the original place and/or port of departure,  
 2.2.2 Load and unload the Goods at any place, land or store them either on shore or afloat, transfer, tranship, or forward them at any place or port, drydock a Vessel with or without cargo on board.  
 2.2.3 The rights set out under 2.2.1 may be invoked by the Carrier for any purpose whatsoever including repairs, repairs to be towed, salting with or without pilots, adjusting equipment or instruments, drydocking, and assisting vessels in all situations.

**3. CARRIERS TARIFF**

3.1 The terms of the Carriers' applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier on request. In the case of any discrepancy between this Bill of Lading and the applicable Tariff, the terms of this Bill of Lading will prevail.

**4. LIMITATION STATUTES**

4.1 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation or liability authorised by applicable laws, statutes or regulations of any countries.

**5. NEGOTIABILITY AND TITLE TO THE GOODS**

5.1 This Bill of Lading shall be deemed to be negotiable, unless marked "non-negotiable".  
 5.2 Subject to clause 5.3 below, by accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that unless it is marked "non-negotiable" it shall constitute title to the Goods and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the Goods herein mentioned.  
 5.3 In circumstances, where this Bill of Lading constitutes a "straight bill of lading" (where the importer, consignee or Agent has been named), the Carrier shall not be liable for any loss of or damage to the Goods or the release of the Goods to the named consignee/notify party without production of the original Bill of Lading, and the Merchant indemnifies the Carrier against any loss or damages arising therefrom.

**6. METHODS AND ROUTES OF TRANSPORTATION**

6.1 The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.  
 6.2 The Carriers reserve the liberty to determine whether Goods and livestock shall be carried on deck, on an open lorry, on an open trailer or an open railway wagon. Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck, on an open lorry, on an open trailer, or on an open railway wagon, shall be carried on deck, on an open lorry, on an open trailer or on an open railway wagon, and if carried so are carried without responsibility on the party of the Carrier for loss or damage of whatsoever nature, whether caused by unseaworthiness or negligence or any other cause whatsoever.

**7. LOADING AND UNLOADING**

7.1 When collets place at the consignee's or consignee's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle (which includes train, aircraft or any other vehicle in which the Goods are carried), and;  
 7.1.1 The Carrier shall be under no obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the consignee or consignee at his own risk and expense.  
 7.1.2 Any assistance or labour to be provided for the foregoing is given entirely at the consignee's or consignee's risk as to damage to or loss of Goods or injury to persons.

**8. CONTAINERS AND OTHER PACKED GOODS**

8.1 The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.  
 8.2 Goods stowed in Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or on an open railway wagon without notice to the Merchant. Such Goods, whether or not so carried, shall participate and be deemed to fall within the definition of Goods for the purposes of the "Hague Rules".

**9. MATTERS AFFECTING PERFORMANCE**

9.1 The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.  
 9.2 If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any fire, strike, delay, difficulty or disadvantage of whatsoever kind, and if the Carrier has no duty to complete the performance of the contract by virtue of clause 9.1, the Carrier (whether or not the transport is commenced) may elect to:  
 9.2.1 treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or  
 9.2.2 deliver the Goods at the place designated for delivery.  
 9.3 In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

**10. SUB-CONTRACTING AND INDEMNITY**

10.1 The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.  
 10.2 The Merchant shall not have any claim or allegation that may be made against any person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose on any vessel/truck/lorry or train owned by any such person, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof.  
 10.3 Without prejudice to the foregoing every such person or vessel/truck/lorry or train shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein contained in respect of the Goods or the Carriage of the Goods, as if they were expressly for his benefit and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf but also as Agent and trustee for such person or vessel/truck/lorry or train owned by any such person.  
 10.4 The provisions of Clause 10, including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other persons charging space on the carrying Vessel.  
 10.5 The Merchant further undertakes to indemnify the Carrier in respect of the Goods shall be made against the Carrier by any person, other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose on the Carrier or any vessel/truck/lorry or train owned by the Carrier or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.  
 10.6 The liability of the Carrier shall under no circumstances whatsoever, be greater than that of its Sub-Contractor under the Carrier's contract with the Sub-Contractor, and the Carrier shall be entitled to all the rights, defences, limitations and exemptions from liability contained therein.

**11. NOTIFICATION AND DELIVERY**

11.1 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the parties and there is no requirement to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.  
 11.2 Where the carriage called for by this Bill of Lading is port-to-port shipment the Carrier shall be liable to discharge the Goods or any part thereof without notice, at or on any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall terminate at the time of such discharge, notwithstanding that to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. If crafts are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without delay, the Merchant shall be deemed to have agreed that he may be shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft or Vessel. The Merchant shall take delivery of the Goods upon the arrival of the Goods at the place of destination, in the event of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.  
 11.3 Where the carriage called for by this Bill of Lading is combined transport, the Merchant shall be liable to take delivery of the Goods forthwith.  
 11.4 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, whether the Goods or any part thereof are to be delivered by port-to-port shipment or combined transport, the Carrier shall be entitled without notice to unstow the Goods or that part thereof if stowed in Containers or flats and/or to store Goods or that part thereof in any place available to the Carrier or under the provisions 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-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

**12. RESPONSIBILITY OF THE CARRIER**

12.1 This Bill of Lading shall not constitute proof of the nature, weight, measurement, description or quantity of the Goods described therein and the onus of proving such details shall rest on the Merchant.

**13. MERCHANT'S RESPONSIBILITY**

13.1 The Merchant shall be deemed to have guaranteed to the Carrier the accuracy at the time the Goods were accepted by the Carrier, of the description of the Goods, marks, numbers, measurements, quantities, packages, as marked by him, and the Merchant shall indemnify the Carrier against all loss, damage, penalties, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars.  
 13.2 The right of the carrier to stop indemnity shall in no way limit his responsibility and liability under this Document to any person other than the Merchant.

**14. DANGEROUS GOODS**

14.1 The Carrier shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, the precautions to be taken, and the measures to be taken in charge by the Carrier and indicate to it, if need be, the precautions to be taken.  
 14.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expense incurred or suffered by the Carrier or any other service incidental thereto. The burden of proving the Carrier knew the exact nature of the danger constituted by the carriage of the said Goods shall rest upon the person entitled to the Goods.  
 14.3 If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the Vessel or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except the General Average, if any.

**15. INSPECTION OF GOODS**

15.1 The Carrier shall be entitled but under no obligation to open any Container or other package or unit at any time and to inspect the contents. If it 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 relation to the Container or its contents or any part thereof the Carrier may abandon the transport thereto and/or take any measures and/or incur any reasonable additional expense and/or liabilities to carry or to continue the carriage or to store the goods in any place or to transfer them to any other place or to any other service constitute due delivery under this document. The Merchant shall indemnify the Carrier against any reasonable additional expense and against all liability loss or damage arising therefrom.

**16. RESPONSIBILITY OF THE CARRIER**

16.1 Port-to-Port Shipment  
 16.1.1 If the bill of lading, the liability (if any) of the Carrier for loss, damage or delay of the Goods occurring from and during loading onto any Vessel up to and during discharge from that Vessel or from another Vessel into which the Goods have been transhipped shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules, Articles 1-8 inclusive only.  
 16.1.2 The Carrier shall be under no liability whatsoever for loss, damage or delay to the Goods, however, loss, damage or delay arising prior to loading onto or subsequent to discharge from a Vessel. Notwithstanding the above, in case and to the extent that any applicable law provides for any additional period of responsibility, the Carrier shall be liable for loss, damage or delay occurring during the period of loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss, damage or delay occurring during the period set out below.  
 16.1.3 In the event of the Goods being discharged at a port other than the Port of Discharge nominated in this Bill of Lading and forwarded to the nominated Port of Discharge by whatever means, the Hague Rules shall continue to apply until delivery at the nominated Port of Discharge (or elsewhere), notwithstanding that Carriage was made by sea.  
 16.1.4 Combined Transport  
 16.2.1 If Carriage is combined transport, the Carrier undertakes to perform and/or in his own name or through a subcontractor, to perform and/or to perform the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss, damage or delay occurring during the period set out below.  
 16.2.2 If the stage of the Carriage during which the loss, damage or delay occurred is not known, the Carrier shall be relieved of liability for any loss, damage or delay if such loss, damage or delay occurred by reason of:  
 16.2.2.1 an act or omission of the Merchant;  
 16.2.2.2 insufficiency of or defective condition of packing or marking, handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;  
 16.2.2.3 inherent vice of the Goods,  
 16.2.2.4 strike, lock-out, stoppage or restraint of labour, from whatever cause, whether or not a labour dispute, or any other cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence,  
 16.2.2.5 any act or omission of the Carrier the consequences of which he could not reasonably have foreseen,  
 16.2.2.6 compliance with instructions of any Person entitled to give them.

**17. LIABILITY OF THE CARRIER**

17.1 The liability of the Carrier shall be limited to the extent that the loss, damage or delay occurred is known, the liability of the Carrier in respect of such loss, damage or delay shall be determined.  
 17.2 By the provisions contained in any international convention or national law which provisions cannot be departed from by private contract to the detriment of the Merchant; and 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, damage or delay occurred or received evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; or  
 17.2.2.1 if no national law or national law would apply by virtue of 16.2.3.1 by the Hague Rules, Articles 1-8 inclusive, only if the loss, damage or delay is known to have occurred during waterborne Carriage; or  
 17.2.2.2 If the Place of Receipt or Place of Delivery is not named on the face hereof, then the Carrier shall be under no liability whatsoever for loss, damage or delay arising prior to loading onto a Vessel or subsequent discharge from the Vessel.

**18. MERCHANT'S RESPONSIBILITY**

18.1 All of the persons falling within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading and for the due fulfillment of the obligations of the Merchant notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party.  
 18.2 The Carrier or its servants to the Carrier that the particulars relating to the Goods as set out hereof have been checked by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct (see clause 13). The Shipper also warrants that the Goods are lawful Goods and contain no counterfeit Goods. If the Container is not supplied by or on behalf of the Carrier, the Shipper further warrants that the Container meets all ISO and/or other (inter-) national safety standards and is fit in all respects for the Carriage by the Carrier.  
 18.3 The Merchant shall indemnify the Carrier against all claims, losses, damages, fines, penalties and expenses arising or resulting from any breach of any of the warranties in Clause 18.1 or any other cause in connection with the Goods for which the Carrier is not responsible.  
 18.4 The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses and charges of whatsoever nature, including, without prejudice to the foregoing, Freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall indemnify the Carrier in returning thereof.  
 18.5 The Goods supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for retying the empty Containers, free from labels etc., with interiors brushed, clean, odour free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servants or agents, within the time prescribed that should be observed as required above within the time prescribed, the Carrier is entitled to take such steps as he considers appropriate for the account of the Merchant and the Merchant shall be liable for any deterioration or loss or expense incurred or suffered by the Carrier in respect of Containers released into the care of the Merchant for packing unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall be liable for any loss or damage to such Containers occurring during such period. The Merchant shall also indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in his control.

**19. LIMITATION AMOUNT**

19.1 If the Carrier is found to be liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight charges and insurance, if paid.  
 19.2 Compensation shall not, however, exceed US\$ 2 per kilogram of gross weight of the Goods lost or damaged.

**20. DELAY AND CONSEQUENTIAL LOSS**

20.1 The Carrier does not undertake that the Goods shall arrive at any place at any particular time or within a particular time. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. If notwithstanding such provisions, the Carrier should be held liable for any such loss or damage, the consequential loss or damage caused by delay, such liability shall in no case exceed the freight for the transport covered by this document.

**21. MERCHANT'S PACKING**

21.1 The Merchant shall be liable for any loss, damage or injury caused by incorrect or insufficient packing or by incorrect loading or packing within Containers and trailers and/or flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.  
 21.2 If a Container has not been filled, packed or stowed by the Carrier the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by the Merchant or by the defect or unsuitability of the Containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.  
 21.3 If the contents being unsuitable for carriage in a Container; or the Merchant's defective condition of packing has been performed by the Merchant or on behalf of the Merchant and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.  
 21.4 In addition to clause 20.1 also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.  
 21.5 The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient packing, marking, numbering or addressing of the Goods and indemnify the Carrier in respect thereof.

21.5 The Merchant warrants that all damage has been treated in accordance with ISPM15 of the International Plant Protection Convention and indemnifies the Carrier for any loss, damages, penalties, payments in lieu of forfeiture or any expenses incurred by the Carrier arising directly or indirectly from any failure by the Merchant to adhere to the conditions thereof.  
 21.6 The Merchant undertakes not to tender for transportation of any Goods which require refrigeration without having first given written notice to the Carrier of their nature and the temperature range to be maintained and in the case of a refrigerated Container packed by or on behalf of the Merchant, the Merchant further undertakes that the Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any damage or loss to the Goods, however arising.

21.7 The Carrier shall not be liable for any loss or damage to the Goods arising from any leakage, spillage, breakdown, stoppage or failure of the refrigerating machinery, plant, insulation and/or apparatus of the Container, provided that the Carrier shall before or at the beginning of transportation exercise due diligence to maintain the refrigerated Container in an efficient state.

**DEFENCES AND LIMITS FOR THE CARRIER**

21.8 The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods, whether such action is founded in contract or in delict (tort).

**FREIGHT**

22.1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event.

22.2 The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges and the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following clause to apply.

22.3 If the currency in which freight and charges are quoted is devalued or revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and such proportion to the highest selling rate of exchange as applied on the date of the said currency. When the Carrier has consented to payment in other currency than the above-mentioned currency, then all freight and charges shall - subject to the above-mentioned stipulations - be paid at the highest selling rate of exchange of the banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid the rate to be used will be the one in force on the last day the banks were open.

22.4 For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of Containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that without prejudice to the rights of the Carrier, a sum equal either to five times the difference between the correct freight and the freight charged or to double the correct freight (whichever is the higher) shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on this Document as the freight payable.

22.5 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.  
 22.6 The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase the costs of whatever nature by way of warlike operations, epidemic, strikes, government directions or force majeure.

**LIEN**

23.1 The Carrier shall have a lien on the Goods and any documents relating thereto for all the sums payable to the Carrier under this contract and for general average contributions to whatsoever due and for the cost of recovering same, and for which purpose the Carrier shall be entitled to sell the Goods by public auction or private treaty without notice to the Merchant.

23.2 The Carrier has the right to place a LIEN on the current goods for any amounts owing to the Carrier under any bill of lading or other document of title.  
 23.3 If the Goods are reclaimed during any reasonable period of time, or whenever, in the Carrier's sole discretion, the Goods will deteriorate, decay, or become worthless, the Carrier may, in its sole discretion and subject to its lien, sell, abandon, or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

**GENERAL AVERAGE**

24.1 The Goods are adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1974, this covering all Goods whether carried on or under deck. The New-Jason Clause, as approved by BIMCO, shall be deemed to have been incorporated herein.  
 24.2 The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.

24.3 Such security shall be provided by cash deposit or by a bank or other institution of the estimated contribution of the Goods and any salvage and special charges thereon, if required be submitted to the Carrier prior to delivery of the Goods.

**BOTH-TO-BLAME COLLISION CLAUSE**

25.1 The Both-to-Blame clause adopted by BIMCO (as amended from time to time) shall be deemed to have been incorporated herein.

**US-CLAUSE**

26.1 If this Bill of Lading covers the Carriage of Goods to or from ports of United States of America, the Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act (USA COGSA), which shall be incorporated herein, and the provisions of said Act shall govern before and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be in conflict or irreconcilable under the provision of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this bill of lading.  
 26.2 The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of the Goods while the goods are in the custody of the Carrier under this actual custody. Special mention is made of section 1304(5) of USA COGSA providing that the Carrier's and/or the vessel's liability shall not exceed US\$500 per package or customary freight unit.

**PACKAGE / FREIGHT UNIT LIMITATION; DECLARATION OF HIGHER VALUE**

27.1 Neither the Carrier nor the Vessel's nor any Participating Carrier(s) nor any third-party beneficiaries hereof, shall in any event be liable for loss of or damage to the Goods in an amount exceeding US\$500 per package or in the case of Goods not shipped in packages, per customary freight unit, unless the nature and value of the Goods have been declared in writing by the Merchant before shipment and the higher value has been declared in the respective box on the face of this Bill of Lading and the charge thereof paid in accordance with the applicable tariff. The Carrier has offered the Merchant a choice of freight rates the lower rate applying if the shipment is made at the value of US\$500 per package or per customary freight unit and the higher rate applying if the shipment is made upon Merchant's written declaration of a higher valuation as inserted in the respective box on the face hereof. The higher value declared shall be prima facie evidence, but nevertheless shall the Carrier(s) or any third-party beneficiaries be liable for more than the declared value or the amount of the damage actually sustained, whichever is less, any partial loss or damage to be adjusted pro-rata on the basis of such declared or partial value.

**PARTIAL INVALIDITY**

28.1 Any clause or part thereof of this Document be found to be invalid, the validity of the remaining clauses or the remaining part of the defective clause shall not be impaired. The invalid clause or part thereof shall be replaced by an effective clause or part thereof set at serving the purposes of the Carrier and the Merchant.

**NOTICE OF LOSS OR DAMAGE AND TIME-BAR**

29.1 Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, if the loss or damage is not apparent within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Document and the Carrier shall be discharged from all liability in respect of loss of or damage to the Goods.  
 29.2 The Carrier shall be discharged of all liability under this Document unless suit is brought within nine months after:  
 29.2.1 The date of delivery of the Goods, or  
 29.2.2 The date when the Goods should have been delivered.

**LAW AND JURISDICTION**

30.1 All claims and disputes arising under this Bill of Lading shall be determined by the laws of South Africa and subject to the non-exclusive jurisdiction of the Kwazulu-Natal High Court, Durban.  
 30.2 No proceedings may be brought before other courts unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

**GENERAL LIMITATION OF LIABILITY**

31.1 The Merchant acknowledges that the Carrier qualifies and shall be regarded as a person entitled to the liability under the relevant Convention on the Limitation of Liability for Maritime Claims, notwithstanding that the Carrier may have procured space on board the Vessel concerned by means of a Slot Charter party, Bill of Lading or some other contract of carriage.  
 31.2 Except to the extent that mandatory law to the contrary applies in the appropriate jurisdiction (in which case said law shall apply), the sum of the fund to which the Carrier may limit its liability shall be identical to that proportion of the limitation fund by which the actual carrier is entitled to limit.

**VARIATION OF THESE TERMS AND CONDITIONS**

32.1 No variation of these terms 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.