COMBINED TRANSPORT BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

'Carriage' means the whole or any part of the packing, stuffing, loading, carriage, transporting, unpacking de-stuffing, unloading, storing, warehousing, handling and any other services whatsoever undertaken by the Carrier in respect of the Goods covered by this bill of lading.

"Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier on whose behalf this bill of lading has been signed.

rier Group' means APP LOG RESOURCES and any of its direct or indirect group, subsidis-clates, or agents.

"Compulsory Legislation" means any national law or international convention which applies compulsorily to this bill of lading (which will be US COGSA for shipments to or from the USA) or which applies pursuant to clause 7.2(a).

"Container" includes any container (including an open top container), flat rack, platform, trailer, i tank, pallet or any other similar article used to consolidate the Goods and any connected equipm includes all charges payable to the Carrier in accordance with the applicable tariff and this bill of lad "Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and inc Container not supplied by or on behalf of the Carrier.

Kuies: means the provisions of the International Convention for the Unification of Certain Rules relating of Leding signed at Brussels on 28th August 1924. 'Holder' means any Person for the time being in lawful ion of this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been red or vested.

**Merchant' includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person.

"Multimodal Transport' arises if the Place of Receipt or the Place of Delivery (or both) are filled in on the reverse hereof in the relevant spaces.

Frechage where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container and entered in the box on the reverse side here

nchudes an individual, corporation, or other legal entity

Port Shipment' arises if the Carriage is not Multimodal Transport

cans a special drawing right as defined by the International Mone

"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time.

Solida Guidelines' means the Outsidelines regarding the verified gross mass of a container carrying cargo (MSC.1 (icr. 1475) published by the International Maritime Organization.

Subcontractor Inchesso courses, charters and operation of veasels (where than the Carrier, servedore, terminal Subcontractor) and the Carrier is reversed to the Carrier of the Carrier in the Carrier is represented contractors and agents thereof whether in direct contractual privity or not.

Terms and Conditions' means all terms, responsibilities, obligations, warranties, rights, defence conditions, exceptions, limitations and liberties hereof. 'USA' means the United States of America. 'US COGA' means the US Carriage of Goods by Sea Act 1936.

s any water borne craft used in the Carriage under this Bill of Lading, which may be a feeder w

The terms and conditions of the Carrier's applicable tariff are incorporated herein. Copies of the applicable tariff are obtainable from the Carrier upon request. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

This bill of lading shall be non-negotiable unless made out "to-order" in which event it shall be nego

4. MERCHANT'S WARRANTIES AND RESPONSIBILITIES: -

- The Merchant warrants that:

 In agreeing to the Temas and Conditions he is, or has the authority to contract on behalf of, the Person
 owning or entitled to possession of the Goods and this bill of Isding.

 The Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature
 and in compliance with all laws, regulations or requirements which may be applicable during the Carriage;

 "The Goods are packed in a manner advantage of the Carriage having regard to their nature
 and in compliance with all laws, regulations or requirements which may be applicable during the Carriage;

 "The Carriage having the Carriage of the Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable during the Carriage;

 "The Carriage having the Carriage having t
- neither the receipt, delivery or handling of the Goods nor any payment or other transaction relating to tGoods will expose the Carrier or any member of the APT LOG RESOURCES, its group, the Subcontractors any of their employees, evenuts, egacist, banks, insuren or reinsuren to any amention, prohibition or penalty whateover imposed by any state, country, supranational international governmental engalisation or other Authority;
- uncestations governmental organisation or other Authority;
 none of the Persons filling with the meaning of Sirchants is or is owned or controlled by or is acting on behalf of a Person which is included on any list of individuals or entities with whom transactions are currently probabilited or restricted under any sametican probabilited or restricted under any sametican probabilited or restricted under any sametican probabilited or restriction imposed by any state, country, the consolidated list of financial sanctions targets in the United Kingdom or the USA list of Specially Designated Mationals;
- (e) the Goods are not intended to be used in the design, development, or produbiological weapons.
- The Metrianus same compression of the Carrier against all duties, taxes, fines, impost, expenses or losses (inclus without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incorrect, reason thereof, or by reason of any illegal, incorrect, untimely or insufficient declara marking, numbering or addressing of the Goods.
- marking, numbering or addressing of the Goods.

 All of the Pennos coming within the definition of Merchant in clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Berchant in this bill of Inding II Containers suggleded by or on behalf of the Carrier are negacied at the Berchant's gremiene, be Berchant (Containers suggleded by or on behalf of the Carrier are negacied at the Berchant's gremiene, be Berchant as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container on the returned in the condition sequente and/or within the time prescribed. Should a Container on the returned in the condition sequente and/or within the time prescribed. Should a Container are sequented into the carrier and the sequence and or within the carrier at the sole of the Merchant unit redeliverse to the Carrier. The Merchant shall infeamily the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and coagacity of any Containers released to the Carrier. The Merchant are deemed to be aware of the dimensions and coagacity of any Containers released to the Carrier.

The Berchant undertakes that no claim or allegation, whether arising in contract, ballment, both, breach or any part of the Carriage. The Berchant undertakes that no claim or allegation, whether arising in contract, ballment, both, breach or express or implied warranty or otherwise shall be made against any servant, agent, or Subcontractor of the them any liability whatoever is connection with the Cooks 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 severtheless made, to internify the Carriar gainst all consequences thereof. Whether projects to the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should severtheless made, to internify the Carriar gainst all consequences thereof. Whether projects the other projects of the Goods or the Carriar projects to the other projects of the Goods or the Carriar projects to the other projects of the Goods or the Carriar projects of the Goods or the Carriar contained or otherwise benefiting the Carriar including clauses 28 [Law and Jurisdiction], and the Carriar including clauses 28 [Law and Jurisdiction], does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

6. CARRIER'S RESPONSIBILITY: PORT-TO-PORT SHIPMENT

- The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage. Where the Carriage is Port-to-Port, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring between the time of lossing at the Port of Losding and the time of lossing dischage at the Port of Discharge shall be determined and limited in accordance with any Compulsory Legislation or in any other case in accordance with the Higgs Rules Articles 1-8 inclusives only, which Articles shall apply as a matter of
- contract.

 The Carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the above, in case and to the extent that any Compaisory Legislation provides to the contrary, the Carrier shall have the during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
- New York of the Section of the Secti
- In the event that the Merchant requests the Carrier to deliver the God at a port other than the Port of Discharge;
- or (b) (save in the USA) at a place of delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse aside of this bill of fading as the Port of Discharge or Place of Deliver or Place for the Port of Discharge or Place of Their or Place of Their or Place of Their or Place of Their or Place or

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Ioading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. Sever as is otherwise provided for in this hill of India, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below;

1.1 Where the stage of Carriage where loss or damage occurred in not known.

[4] Exclusions - The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

- lustions The Carrier shall be relieved of liability for any loss or damage where such loss or damage was ead by:

 an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier,
 his servant, agent, or Subcontractive.

 From cattlict to give them,
 insufficient or defective condition of packing or marks,
 handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his
 behalf,
 interent vice of the Goods

- behalf, inherent vice of the Goods strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general, a nuclear incident
- (vii) a routes incident
 (viii) a produce or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
 Barden of Proof: The burden of proof that the bas or damage was due to one or more of the causes or events specified in this clause 7:1 shall rest upon the Carrier. Save that if the Carrier exhabilises that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events to prove that the loss or damage could be attributed to any carrier of the carrier cannot be considered to the carrier cannot be carrier.
- Execution of Liability. Except as provided it clauses \$2.0(a, \$2.0) or \$2.3, if clause 7.1 operates, total compression build updar no circumstances whatever and however existing accord USD 200 per pickages where Carriage includes Carriage to, from or through a port in the USA and in all other cases 2 \$DIRs per kilo of the gross weight of the Goods lost or dramaged.

 Where the stage of Carriage where the loss or dramage occurred is known. Subject to clause 20, the liability of the Coarles into chamge challed the control of the Carriage to expect of any loss or dramage shall be electromized and limits.

- of the Carrier in respect of any loss or damage shall be determined and limited:

 (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 as exparate and direct contract with the Carrier in respect

 of the particular stage of the Carriage during which the loss or damage occurred and received as

 evidence thereof any particular document which must be issued if such international convention or

 national law shall apply; or

 national law shall apply; or

 the Carrier of t

- (c) by the Hague Rules Articles 1-8 inclusive only where the provisions of clauses 7.2(a) or 7.2(b) do not apply if the loss or damage is known to have occurred during Carriage by sea; or
- (d) If the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or unifin of any inland carrier in whose custody the loss or damage occurred or, in the absence that the contract of the
- apply, or (c) where the provisions of clause 7.2[a], 7.2[b], 7.2[c] and/or 7.2[d] above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 17. For the purposes of clause 17.2 references in The Higgs Rules Articles 1.8 or any Compulsory Legislation to carriage by sea shall be deemed to include references to all waterborne Carriage and the Compulsory Legislation shall be construct accordingly.
- 7.3 If the Place of Receipt or Place of Delivery is not named on the reverse hereof the Carrier shall be under no liability whatsoever for loss or damage to the Goods howsoever occurring:
- (a) if the Place of Receipt is not named on the reverse hereof and such loss or damage arises prior to loading on to the Vessel: or
- to the Vessel; or bill first Piace of Delivery is not named on the reverse hereof, if such loss or damage arises subsequent to discharge from the Vessel, save that where US COSSA applies then the provisions stated in said Act shall govern before loading not not an after discharge from any Vessel and during Carriage to or from a containery and or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge 7.4 Amendment of Piace of Delivery in the event that the Merchant requests, and the Carriar agrees to amend the Piace of Delivery, such amended Carriage will be undertaken on the basis that the Terms and Conditions are to apply until the Cooks are delivered to the Merchant request at who hammedded Piace of Delivery.

8. COMPENSATION AND LIABILITY PROVISIONS

- 8.1 Subject shaws to the carrier's right to limit liability as provided for hersin, if the Carrier is liable for the control of the carrier is liable for the control of the carrier is liable for the carrier is control of the carrier is carried to the formation of the Goods are if any such invoice is not bons fifth, out compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind.
- and/or quality.

 8.2 Save as is growled in clause 8.3; (a) Where the Compulsory Legislation applies hereunder by virtue of clause
 8.2 Save as is growled in clause 8.3; (a) Where the Compulsory Legislation. (b) Where Carriage includes Carriage to, from or through a port in the USA and US COSSA applies by
 virtue of clauses 6, in 7 2,30) extert the Carriar nor the Wessel shall in any events be of become label in an amount
 virtue of clauses 6, in 7 2,30) extert the Carriar nor the Wessel shall in any event be of become label in an amount
 Articles 1.8 inclusive apply pursuant to clauses 6.1 or 7.20; (compensation shall not exceed the limitation of liability of 2 SDS aper kind of the grow neight of the Goods lost or damage.
- 8.3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and American Conference of the Carrier has no knowledge of the value of the Goods and the Carrier has been deed only when 10 pitch the Conserts of the Carrier has been that of the Carrier has been that of the Carrier has been that of the been marked "Shipper Deckarde Value" on the reverse hereoft and till early related to the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted for rout no not be also for such declared value.

9. Unanakad.
9. Unanakad.
9.1. The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be at any point or place at any stage during the Carriage or at the Fort of Discharge or the Flace of Diebin particular time or to meet any particular requirement of any Bience, permission, also contract, or or Merchant or any market or use of the Goods and the Carrier shall under no circumstances what we have been applied to the Carrier shall under no circumstances what meeting the contract of the Carrier shall under no circumstances what we have been applied to the Carrier shall under no circumstances what we have been applied to the Carrier shall be considered to the Carrier shall under no consequential loss or damby such alleged delay, such liability shall in no event exceed the Preight paid for the Carriage.

as is otherwise provided herein and subject to any Compulsory Legislation, the Carrier shall under no aces be liable for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of d savings, loss or damage to goodwill (in each case whether direct or indirect) or any indirect or

we as is otherwise provided herein and subject to any Compulsory Legislation, the Carrier's maximum e liability whatsoever for all events which occur under this bill of lading (other than loss or damage to ill be limited to an amount equal to the Freight paid.

Goods will be limited to an amount equal to the Freight paid.

9.4 Once the Goods have been necessively by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this hill of haling nor to instruct or require delivery of the Goods at other than the Fort of Discharge or Flace of Delivery named on the reverse hereof or such other Fort or Place to the think the Fort of Discharge or Flace of Delivery named on the reverse hereof or such other Fort or Place to the exercise of any right of stopogage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and/or expense caused to the Carrier, his subcontactors, servants or agents or to any other cargo or to the owner of the Carrier of the Carrier of the Merchant of the Scholar of the Goods including, but without restriction, disputes as to ownership, title, quality, quantity, information under clause 16.1 or description of themselves or with any thing party other than the Carrier, without projection to the Carrier, finite under the Carrier of the Goods including, but without restriction, disputes as to ownership, title, quality, quantity, information under clause 16.1 or description of themselves or with any third party other than the Carrier, without projection to the Coods include to the Carrier rights under clause 16.2, and the liberties provided for in clauses 21 and 22 shall be available to the Carrier in the event of any such stopage.

9.5 The Terms and Conditions of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrich has authorised agent at the Place of Delivery for Port of Discharge if no Place of Delivery is named on the rev not apparent within three days thereafter, such removal shall be grinns facie evidence of the delivery by the Carrich Goods and secretified in this bill of inding. In any event, the Carrier shall be discharged from all link whatsoever in respect of the Goods as described in the silt of inding. In any event, the Carrier shall be discharged from all link whatsoever in respect of the Goods and seem delivered.

11. DEFENCES AND LIMITS FOR THE CARRIER

The Terms and Conditions of whatever nature provided for in this bill of lading shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this bill of lading and whether the action be founded in contract, baliment or in tort and even if the loss or damage arose as a result of unaseworthienes, negligence, wifill misconduct or fundamental breach of contract.

12. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by the Carrier: 12.1 This bill of lading shall be a receipt only for such a Container,

The continues of the continues are receipt only for such a Container.

2.2. The Carrier shall not be listed for loss of damage to the contents and the Mershant shall indensall cannot be continued by the Carrier shall not be listed for the continues of the Carrier shall not be continued by the Carrier shall not be contained by the Carrier shall not be control including, inter alls, without prejudice to the generality of this exclusion. (a) the many which the Containers has been packed; or (b) the unsuitability of the Good for carriage in Containers; or (c) the container and the containers of the Container to the correct setting of any thermostatic, ventitation of the container to the container t

12.3 The Merchant is responsible for the packing and sealing of all shipper-packed Containers and, if a shipper-packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

13. PERISHABLE CARGO

13. PERISMABLE CARGO
13.1. Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this bill of lading that the Goods to reverse the containers of the containe

13.2 The Merchant should note that refrigerated Containers are not designed (a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Currier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humility inside any Container.

the Merchant.

13.4. The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defnosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, instaltion and/or apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before and a the beginning of the Carriage exercise due diligence to maintain the Container supplied by the

14. INSPACING OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan say Package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot saidly or properly be carried or carried and to inspect the contents. If it appears at any time that the Goods cannot saidly or properly be carried or carried Goods. Container or the Goods, the Carrier may without notice to the Merchant plut as has agent only lake any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or degoes or the Goods and/or to shade the Carrier and of the store the anabore or aflata, under cover of in the degoes of the Goods and/or to shade the Carrier and of the Store and the Carrier and

15.1 This bill of lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units entered in the box on the reverse side hereof entitled "Total No. of Containers or Packages received by Carrier".

15.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, dondition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility wh respect of such description or particulars.

13.3 The Merchant warrants to the cluster that the particular relating to the Good as set out as the everent of the control of

15.4. If any particulars of any Letter of Credit and/or Import License and/or Sales Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party, are shown on the face of this bill of inding, such particulars are included at the sole is ids of the Morechast and for his convenience. The Merchant agrees that the inclusion of such particulars and including under this bill of being considered as a declaration of value and in no way increases the Carrier a liability under this bill of leding.

16.1 The Merchant shall provide the Carrier with the total gross mass established using calibrated and certified equipment of each packed Container [FCL] or each package of Goods [LCL] carried pursuant to this bill of lading in accordance with SOLMS and the decadines established by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such total gross mass information and use this to comply with its obligations to Subcontractions and any Authority in accordance with SOLMS.

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or (b) establish itself or through a member of the Carrier Group, at the Merchant's cost, the total gross mass of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance

or (c) refuse to load the Goods (if the Goods are not yet loaded) without liability to the Shipper or, if the Goods are loaded, arrange at the Merchant's risk and expense for the Goods to be landed and stored, and such landing and storace shall be deemed to constitute due delivery of the Goods under this bill of lading.

171. The Merchant shall promptly indemnify the Carrier, the Subcontractors, or any member of the 6 Group, their respective employees, servants, agents, insures or reinsurers against all costs linciding the consequence of the contractive of t

12.1 . Full Freight shall be yayable based on particulars familised by or on behalf of the Shipper. The Carrier and easy time speech of Code or Contacted plant of the Shipper speech codes are incorrect them without particular to the Carrier's other rights under this bill of Inding, the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in commission, seeklight, measuring, or valuing the Goods.

18.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and nonreturnable in any event.

and nonceturable in any event.

18.3. All sums syable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Piace of Receipt or of Delivery or as specified in the Carrier's statisf.

18.4. The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies rathiet to Freight in the applicable tariff. In the event of any discepancy between Freight (incl. charges etc.) items in the bill of lading and any Carrier invoices, the latter shall prevail.

18.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before

The Carrier shall have a lien on the Goods and any documents relating thereto, funds held and any other goods in respect of which the Carrier is providing services to the Mershant TOther Goods' for all sums payable to the respect of which the Carrier is providing the three th

20. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
20.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.
20.2 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant nuless on the reverse side hersoff it is specifically stipulated that the Containers or Goods will be carried to the containers of the co

Name of the state of the carriage. Here as provided in claims 20.3 and Goods (invest) interests of the state of the contract o

21. METHODS AND ROUTES OF CARRIAGE

21. METHODS AID ROUTES OF CARRAGE

21.1 The Currier may at any time and without notice to the Merchant: [a) use any means of transport or storage whatsoever; [b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a vessed other than the vessel amande on the reverse here of by any other means of transport whatsoever and on a vessel other than the vessel amande on the reverse here of by any other means of transport whatsoever and support of the contract of the c

21.2 The liberties set out in clause 21.1 may be invoked by the Carrier for any purpose shakesever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other prode, hunkering or embarking or disembarking any person(s), undergoing repairs and/or dry-docking, towing or being towed, assisting other vessels, making that three said in the contraction of the con

22 MATERS AFFECTING PERFORMANCE
If the property of the propert

23. In Moods which are or which may become of a dangerous, nozious, hazardous, flammable, or damaging nature (including radioactive material), or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or automatic oloc, convention, listing or table and whether or not so listed in any official or unofficial, international or automatic oloc, decrease, listing or table name, label and classification (if applicable) to the Carrier and obtaining his consent in writing prior to the Company's receipt of the Goods and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier in breach of any of the provisions these, regulations or requirements. If any such Goods are delivered to the Carrier in breach of any of the provisions hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of, shandound or rendered harmiess without compensation to the Merchant and without projection the carrier right to Preight and, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

23.2 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere

24.1 Any mention in this bill of lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

28.3 If the Goods are unclaimed within a reasonable time or whenever in the Carrier's options the Goods are likely to destraients, desay or become wordless, or linear charges whether for storage or otherwise in encase of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant without notice and without any responsibility attaching to his med, landson or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this bill of Ising.

24.4 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriege thereof.

24.5 The Carrier may in his absolute discretion receive the Goods as Pull Container Load and deliver them as less than Pull Container Load and/or as break-bulk cargo and/or deliver the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpaction of the Container.

26. GENERAL AVERAGE AND SALVAGE 26.1 General average to be adjusted at any port or place at the Carrier's option, this covering all Goods on or under deck. General average on a vessel not operated by the Carrier shall be adjusted according requirements of the operator of that vessel.

26.2 Notwithstanding clause 26.1 above, the Merchant shall defend, indemnify and hold hamiless the Carrier in respect of any claim [and any expense arising therefron] of General Average nature which may be made on the Carrier in respect of the Goods and hall provide such security as may be required by the vessel owner or the Carrier to cover the estimated contribution of the Goods and any sulvage and special or particular charges thereon. Such security shall frequired be submitted to the vessel owner of the Goods and any sulvage and special or particular charges thereon.

28. LaW ARD JURISDICTION
Whenever clause 7.2(a) and/or whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from
the USA or otherwise, that stage of the Carriage is to be governed by United States law and the United States
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