

CONDITIONS OF CARRIAGE

1. DEFINITIONS

'Carrier' means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

'Merchant' includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

'Goods' includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

'Container' includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate Goods.

'Carriage' means the whole or part of the services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

'Combined transport' arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.

'Port to Port Shipment' arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.

'Hague Rules' means the provisions of the International Convention for Unification of certain Rules relating to Bill of Lading signed at Brussels on 25th August 1924.

'Hague-Visby Rules' means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

'COGSA' means the Carriage of Goods by Sea Act of the United States of America approved on 18th April 1936.

'COWA' means the Carriage of Goods by Water Act 1936 of Canada.

'Charges' includes freight and all expenses and money obligations incurred and payable by the Merchant.

'Shipping Unit' includes freight unit and the term 'unit' as used in the Hague Rules and Hague-Visby Rules.

'Person' includes an individual, a partnership, a body corporate or other entity.

'Stuffed' includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. LAW OF APPLICATION

The Law of The Netherlands, in which The Hague-Visby Rules are incorporated, shall apply. Nevertheless if the Law of another country would be compulsorily applicable, The Hague-Visby Rules as laid down in the Treaty of Brussels of 25th August 1924 and amended in the Protocol of Brussels on the 23rd February 1968 shall apply. If, in any situation, exception and condition of this Bill of Lading would be found inconsistent with the Hague-Visby Rules, only such stipulation, exception and condition or part thereof, as the case may be, shall be invalid.

4. JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be brought before the competent Court of Rotterdam and no other court shall have jurisdiction unless the carrier appears to another jurisdiction or voluntarily submits himself thereto.

5. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

6. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be negotiable unless made out 'to order' in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods hereon.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

7. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability, whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provision were expressly for his benefit and in entering into this contract the Carrier to the extent of these provisions, does not only on his behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

8. CARRIER'S RESPONSIBILITY

(1) CLAUSE PARAMOUNT

(A) Subject to clause 13 below this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA) to this Bill of Lading is subject to U.S. or Canadian law respectively shall apply to the Carriage of Goods by inland waterways and references to carriage by sea in such Rules or legislation shall be deemed to include references to inland waterways in and to extend that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6)(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of rights to all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law statute or regulation of any country including, but not limited to, any applicable provisions or sections 4281 to 4287 inclusive, of the Revised Statutes of the States of America and amendments thereto and where applicable any provisions of the law of the United States of America and without prejudice to the generality of the foregoing also any law, statute or regulation, available to the Owner of the vessel(s) on which the Goods are carried.

(2) PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carriers as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

(3) COMBINED TRANSPORT

Save as is otherwise in this Bill of Lading the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved:

(i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation of legislation that would have been applied under 6)(1)(A) above had the loss or damage occurred at sea or if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA) if this Bill of Lading is subject to U.S. or Canadian law respectively).

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) Subject to 6)(4)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability, the Carrier's liability shall not exceed US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such goods, whichever is the lesser.

(iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchants or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such price and time.

(B) Where the stage of Carriage where the loss or damage occurred can be proved:

(i) the liability of the Carrier shall be determined by the provision contained in any international convention or national law of the country which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, and

(b) 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 the damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(ii) with respect to the transportation in the United States of America or in Canada to the Port of Lading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carrier's (one or more) and such transportation shall be subject to the inland carrier's contracts of carriage and tariffs and any law compulsorily applicable.

The Carrier guarantees the fulfillment of such inland carrier's obligations under their contracts and tariffs.

(iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6)(3)(A) above.

(4) GENERAL PROVISIONS

(A) Delay, consequential Loss

Save as otherwise herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

(B) Package or Shipping Unit Limitation

Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as set down by such Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA is Can \$500 if no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

(C) Ad Valorem: Declared Value of Package or Shipping Unit

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided, and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed value and the Carrier's liability, if any, shall not exceed value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(D) Definition of Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit.

The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation or of Goods shipped in bulk.

(E) Rust, etc.

It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(F) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or of 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 before or at the time of removal of the Goods into the custody of the person entitled to delivery thereunder under the Bill of Lading or, if the loss of damage is not apparent within three consecutive days thereafter.

(G) Time-bar

The Carrier shall be discharged of all liability unless suit is brought in the proper form and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered in the event that such time period shall be three months after any convention or law compulsorily applicable the period prescribed by such convention or law shall then apply but in that circumstance only.

9. MERCHANT RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and the particulars including but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fees, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) 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, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Carrier or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements if any such articles are so delivered to the Carrier without such written Consent and marking or in the opinion of the Carrier the articles are or are liable to become dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of abandoned or otherwise rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

(5) The Merchant shall be liable for the loss, damage, contamination, soiling, denting or demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5)(2) above caused by the Merchant or any person acting on his behalf for which the Merchant is otherwise responsible.

(6) The Merchant shall defend indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

10. CONTAINERS

(1) Goods may be stuffed by the Carrier or in Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant:

(A) The Carrier shall not be liable for loss or damage to the Goods:

(i) caused by the manner in which the Container has been stuffed

(ii) caused by the unsuitability of the Goods for carriage in Containers

(iii) caused by 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 (iii) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.

(iv) if the Carrier is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(B) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of matters covered by (A) above except for (A)(iii) above.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type of quality.

11. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of Bill of Lading) this Bill of Lading has been prepared by the Merchant of a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermometric controls have been properly set by the Merchant before receipt of the Goods by Carrier.

If the above requirements are not complied with the Carrier shall not be liable for any loss or damage to the Goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

12. FRUIT AND VEGETABLE CARRIER

The Carrier is not responsible for damage or loss due to decay, rot, heat or frost nor for marked, out or stained bags, boxes or crates. Fruits, vegetables and other perishable goods are carried only at the risk of the Merchant.

13. INSPECTION OF GOODS

The Carrier of any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

14. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

If by the act of Government or other Authority the ship is prevented from entering or leaving port of departure, destination or any other port, if the export or import of any cargo from or into any of said ports is prohibited, if war is declared or if a state of war exists whereby the ship or the cargo is liable to be threatened or seized, if the port of departure or destination or any other port is blockaded or likely to be blockaded:

If the through-traffic cannot take place or not in the manner or in the time intended; if an embargo is placed on the ship or if the ship is requisitioned or seized or likely to be seized; if the port of departure or destination or in any intermediate port, or in the neighbourhood of any such port or at sea first sets in or has already set in or can be feared to set in; if in any such port strike or lockout takes place or is about to take place; if quarantine measures are taken or about to be taken; if the port of discharge or transhipment is congested and the ship is thereby prevented from or will be delayed in entering or obtaining an immediate berth at said port; if in any such port the ship is or would be likely to be delayed if in the opinion of the Captain the call at any port of discharge or transhipment should expose the ship and/or crew and/or cargo to danger, and in all circumstances, which in the opinion of the Captain are similar to any or all of the aforesaid, the Captain is at liberty to discharge, land and store the cargo either in the port where the ship is, or in any intermediate port or in the neighbourhood of such port at Captain's option, the contract of carriage shall thereupon be considered completed and the Carrier to have complied with all his obligations, full freight being earned and payable, all charges being for account of the cargo and the goods from the moment they leave the ship's tackle to remain at the risk of the rightful claimant. If the discharge has commenced and any of the aforesaid circumstances arise, the Captain has the same liberties as outlined in the preceding sentence.

The cargo in event of discharge elsewhere than at the port of original destination is liable for any cost and damage arising from the discharge, re-loading and/or re-storage of other cargo made necessary or desirable by or in connection with such discharges. Art. 51/71 Dutch Commercial Code is waived.

15. SPECIAL MEASURES ON BEHALF OF SHIP AND/OR CARGO

If during the voyage circumstances occur in regard to the ship and/or cargo, or if the ship has to put into a port of distress or such like port, or if the ship experiences exceptional delay at the port or place, the Captain is at liberty, notwithstanding any measures for the common good of the ship and cargo to take such measures on behalf of the cargo as he considers necessary and desirable, such measures being for account of or the cargo, and without prejudice to any indemnification in general average. In regard to damaged cargo, or cargo the further transport of which is objectional, or cargo for which the Bill of Lading is not presented by the Holder, the Captain has the liberty to forward the cargo by other conveyance at the expense, without prejudice to any indemnification in general average, in such cases the full freight remains due.

If the carrying ship owing to special circumstances during the voyage is unable to carry the goods to the port or place where the goods were intended, they shall be discharged from the said ship, or if it is found advisable to discharge the goods during the voyage either on account of particular and/or general average to the ship or to the cargo, or in order to avoid delay or to save expenses, the contract shall thereupon be considered completed and the Carrier to have complied with all his obligations and the full freight is earned and all charges and expenses incurred in re-forwarding or storing or disposing of the cargo, or arising in connection therewith, shall be for account of the cargo.

16. WAR RISK CLAUSE

The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise whatsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or of any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risk Insurance on the ship, the right to give orders or directions and in any order, load or unload the Goods from any conveyance or anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

17. METHODS AND ROUTE OF TRANSPORTATION

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

use any means of transport or storage whatsoever, load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than the named on the front hereof or by other means of transport whatsoever; at any place unstack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and 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 whatsoever whether or not named and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is port named on the front hereof as the intended Port of Loading or intended Port of Discharge), comply with any orders or recommendations given by any government of authority or any person or body acting or purporting to act as or on behalf of such government of authority or any person having under the terms of the insurance on the conveyance

the right to give orders or directions; permit the vessel to proceed with or without pilots to land or to be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contract Carriage and shall be a deviation of whatsoever nature or degree.

18. DECK CARGO (AND LIVESTOCK)

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be in the definition of Goods for the purposes of the Hague-Visby Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stowed on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on decks) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by seaworthiness or negligence or any cause whatsoever.

The Merchant shall defend, indemnify and hold harmless the Carrier against all and any expenses incurred for any reason whatsoever in connection with carriage of livestock.

19. DELIVERY OF GOODS

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 remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in or on under cover at the sole risk and expense 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 shall cease.

20. BOTH-TO-BLAZE COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel) as a result of the negligence of the non-carrying vessel or object or the owner of character of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, damage to, or any claim whatsoever of the Merchant paid or payable by the Merchant by the non-carrying vessel or object to the owner of character of or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or characters.

21. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the New York Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jeon Clause as approved by BIMCO to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this condition.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a general average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this condition.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contribution due to the Merchant.

22. CHARGES

(1) 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 Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production the commercial invoice for the Goods or true copy thereof and inspect weights, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and costs incurred by the Carrier in establishing the correct particulars.

(3) All charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

23. LIEN

The Carrier shall have a lien on Goods and any documents, including therefor for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contribution to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and the documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

24. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms, conditions or stipulations of the contract of carriage or to be specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

25. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.