


Shipper AL NOOR MOTORS C/O IBC	Booking No. JP00998857	B/L No. KMTCYOK0624266
Consignee (Non-Negotiable unless consigned 'to order') CROWN BEVERAGES UGANDA LIMITED, PLOT M214 NAKAWA INDUSTRIAL AREA, P.O.BOX 20021, KAMPALA, UGANDA TEL: +256 772 20006	 KMTC LINE KOREA MARINE TRANSPORT CO., LTD. www.ekmtc.com port-to-port or Combined Transport NON-NEGOTIABLE SURRENDERED	
Notify Party (Carrier not responsible for failure to notify) UNIMAR LOGISTICS LTD P.O BOX 97376-80112 MOMBASA KENYA NKRUMAH RD NSSF BLDG 8TH FLOOR INFO@UNIMARLOGISTICS.COM TEL: +254722951837	RECEIVED by the Carrier from the shipper in apparent external good order and condition unless otherwise indicated herein, the total number or quantity of containers or other packages or units indicated below sated by the shipper to comprise the cargo specified for transportation subject to all the terms and conditions hereof from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable.	
Pre-carriage by (Combined or Through Transport Only)	Forwarding Agent-References	
Vessel / Voy No. TY INCHEON /2302W	Place of Receipt (Combined Transport Only)	
Port of Loading YOKOHAMA - KANAGAWA	Place of Delivery (Combined Transport Only)	
	Final Destination (For the Merchant's Reference)	
	Port of Discharge MOMBASA	

PARTICULARS FURNISHED BY SHIPPER

Container No. /Seal No. Marks & Numbers	No. of Containers or P'kgs	Description of Goods	Gross Weight (KGS)	Measurement (CBM)
BSIU2349982/KSA952854		"SHIPPER'S LOAD, COUNT & SEAL" "SAID TO CONTAIN"	2,530.000	18.9510
NO MARK	1X20GP 1UNIT			
	NO.1 TOYOTA LANDCRUISER VJA300-4040686 YEAR:2022 ENGINE NO: V35A-0087590 (L) 496 (W) 199 (H) 192 2530 KGS HS CODE:8703.24			
		FINAL DESTINATION: KAMPALA,UGANDA		


"FREIGHT PREPAID"

"CONTINUED

ATTACHED SHEET"

Total Number of Containers of Packages (in words) SAY : ONE (1) CONTAINER ONLY.-

Above particulars as declared by shipper, but without responsibility of or representation by carrier.

Freight & Charges	Basis	Rate	Per	Curr.	Payable At			This Bill of Lading duly endorsed must be surrendered by the Merchant to the Carrier in exchange for the Goods or delivery order unless otherwise provided herein. IN ACCEPTING this Bill of Lading, the Merchant expressly accepts and agrees to all its terms and conditions on the face and back hereof, INCLUDING BUT NOT LIMITED TO ARBITRATION CLAUSE, whether written, typed, stamped or printed, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. IN WITNESS whereof, the number of original Bills of Lading stated on this side have been signed and wherever one original Bill of Lading has been surrendered, any others shall be void.
					POL	POD	Elsewhere	
					FREIGHT PREPAID AS ARRANGED			
Ex. Rate	Freight Payable at			Type of Movement				
	OSAKA, JAPAN			CY - CY				
Total Prepaid in Local Currency		No. of Original B/L		Place and Date of Issue				
		ZERO (0)		OSAKA, JAPAN			Jan.21, 2023	
Shipped On Board				Korea Marine Transport Co., Ltd.  KMTC (JAPAN) CO., LTD. As Agents for the Carrier KMTC LINE				
Date Jan.21, 2023				By				

(OCEAN VESSEL)	(VOYAGE)	(B/L NO.)
TY INCHEON	2302W	KMTCYOK0624266

Marks & Numbers

Description of Goods

* CARGO IN TRANSIT TO (KAMPALA, UGANDA)
VIA (MOMBASA, KENYA) AT THE CONSIGNEE'S RISK,
EXPENSE AND RESPONSIBILITY.
[WITHOUT THE LIABILITY ON THE PART OF
THE VESSEL AND CARRIER FOR ANY LOSS, DAMAGE, EXPENSE
OR DELAY HOWSOEVER CAUSED]

* TRANSPORTATION CHARGES FROM
(MOMBASA, KENYA) UP TO FINAL DESTINATION IN
(KAMPALA, UGANDA) WILL BE BORNE BY THE CONSIGNEE
AT THEIR OWN COST AND RISK.

* EMPTY CONTAINER WILL HAVE TO BE
RETURNED AT CARRIERS NOMINATED DEPOT AT (MOMBASA,
KENYA).

1. DEFINITION

The following words both on the face and back hereof have the meanings hereby assigned:

- (A) Carrier means the Korea Marine Transport Co., Ltd., its Vessel, her owner, agents and subcontractors at all stages of carriage; in context of Multimodal Transportation, Ocean Carrier means the Korea Marine Transport Co., Ltd., its Vessel, her owner, operator and charterers and the agents and subcontractors of each; Inland Carrier means any barge line vessel, trucker or railroad with custody of the Goods under this Bill of Lading, and the agents and subcontractors of each.
- (B) Merchant includes the shipper, consignee, owner and receiver of the Goods and the holder of this Bill of Lading;
- (C) Multimodal Transportation means carriage of the Goods under this Bill of Lading by the Ocean Carrier and one or more Inland Carriers for a single freight charge to the Merchant;
- (D) Goods means the cargo described on the face of this Bill of Lading and if cargo is packed into container supplied or furnished by or on behalf of the Merchant, include the container as well;
- (E) Vessel means the Vessel named in this Bill of Lading, and includes all assisting and substitute Vessels, lighters or other conveyances.

2. CLAUSE PARAMOUNT

(A) This Bill of Lading shall have effect subject to the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels 25 August 1924 (Hague Rules) as enacted in the country of shipment, unless the protocol, signed at Brussels on 23 February 1968 (the Hague/Visby Rules) or the United States Carriage of Goods by Sea Act, 1936 (U.S. COGSA, 46 U.S.C. Appendix 1300-1315) apply compulsorily.

(B) When no such enactments are in force in the country of shipment, the corresponding Hague Rules, Hague/Visby Rules or U.S. COGSA legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of Hague Rules shall apply.

(C) If any provision within this Bill of Lading is held to be in substance to the contract it is intended to be governed by, it shall apply to any extent to the Hague Rules legislation or any other laws, statutes or regulations applicable to the contract evidence by this Bill of Lading, such provisions shall be null and void to such extent but no further.

3. GOVERNING LAW AND ARBITRATION

(A) The contract evidenced by or contained in this Bill of Lading shall be governed by Korean Law, except as may be otherwise provided for herein.

(B) Any and all claims, disputes, controversies, or differences whatsoever which may arise between the Carrier and the Merchant, out of or in relation to or under this Bill of Lading shall be referred to the arbitration of the Carrier or the Merchant under this Bill of Lading shall be finally settled by arbitration in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board and under Laws of Korea. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned.

(C) The terms action or suit or whatsoever of similar nature as provided in Hague Rules, Hague/Visby Rules, US COGSA or any similar legislation of any country or this Bill of Lading shall be construed as meaning any action needed to start arbitration in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board for the purpose of application of this clause.

4. SUB-CONTRACTING AND ADDITIONAL INSTRUCTION

(A) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(B) Every servant, agent and sub-contractor (including all interests engaged in the owning or chartering of the Vessel, stevedore, warehouseman, and other independent contractors) and the agents of each shall have the benefit of all provisions herein for the benefit of the Carrier as if the provisions were expressly for their benefit; and in entering into this contract of carriage, the Carrier does so not only on his own behalf but also as agent for all such servants, agents and sub-contractors to the fullest extent permitted by the law applicable to Himalaya Clauses.

5. LIBERTIES

(A) The Carrier shall make commercially reasonable efforts to carry the Goods expeditiously to the place of delivery, but the Carrier does not warrant any specific route, Vessel, method of transport or delivery date, and shall have liberty to perform the carriage in any commercially reasonable manner and by any reasonable means, methods and routes including the right to transship Goods using other Carriers, conveyances or containers. The Carrier shall always have liberty to comply with orders, directions, recommendations or suggestions, however given, of any government, national or local authority.

(B) At any stage in the carriage, the Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments on any and all vessels, warlike or peaceful, acts or operations, riots, civil commotions, boycotts or other disturbances;

(C) The Carrier shall make commercially reasonable efforts to complete the carriage and to deliver the Goods at the place designated for delivery, but does not guarantee such delivery and shall be excused from all consequences of nondelivery at that place, (and shall remain entitled to full freight and charges and his lien,) if such delivery is commercially unfeasible, or would delay or impede the interests of the Carrier or the Goods, the Goods of others or the general enterprise.

(D) In particular, the Carrier is excused from full performance of the contract of carriage by the existence or apprehension of war, declared or undeclared, hostilities, warlike or peaceful, acts or operations, riots, civil commotions, boycotts or other disturbances; epidemics or diseases, quarantine, sanitary or similar regulations or restrictions; shortage, absence or obstacles of labor or facilities for loading, discharging, delivery or handling of the Goods; strikes, lockouts or other labor troubles, whether partial or general, and whether or not involving employees of the Carrier, his agents or sub-contractors; congestion of ports, berths, freight stations or terminals; closure of, obstacle in or danger to any canal, waterway, land route or railroad; ice, landslide, earthquake or other natural effects creating obstacles to carriage. This list is descriptive and not exhaustive, and the existence of any of these similar conditions prior to receipt of the Goods shall not constitute a breach of the Carrier's obligation.

(E) If, in the Carrier's opinion, good cause exists to fear danger, injury, loss, delay or disadvantage to the Carrier, the Goods, the Goods of others or to the general enterprise, the Carrier

i) at any time shall be entitled to unpack the container or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant; and/or

ii) before the Goods are loaded on the Vessel, a vehicle or other means of transport at the place of receipt or port of loading shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of them; and/or

iii) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant; and/or

iv) if the Goods are loaded on the Vessel, a vehicle or other means of transport whether or not approaching, entering or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them; and ii) or iii) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be freed from any responsibility hereunder.

(F) If, after storage, discharge or any actions according to the ii), iii) above, the Carrier makes any arrangements to store and/or transship and/or forward the Goods, it is agreed that he shall do so as agent only for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such storage and the Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and extra expenses thereby incurred.

(G) Any action taken by the Carrier pursuant to this clause for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise shall fall within the contractual carriage, and such action or delay resulting therefrom shall not constitute a deviation at law, and the Carrier shall be entitled to the full benefit or all privileges, rights and immunities contained in the Bill of Lading.

6. RESPONSIBILITY

(A) The Carrier shall not be responsible for loss of or damage to the Goods occurring before receipt of the Goods by the Carrier at the place of receipt or port of loading or after delivery by the Carrier at the port of discharge or place of delivery.

(B) The Carrier shall be responsible for and shall enjoy the immunities and limitations against loss or damage pursuant to the applicable Hague Rules, Hague/Visby Rules, U.S. COGSA legislation for all periods when the Goods are in the actual or constructive custody of the Carrier.

(C) Where it is forbidden by law to extend Hague Rules, Hague/Visby Rules, U.S. COGSA legislation to the inland part of the Multimodal Transportation contract, the Carrier shall not be responsible for loss or damage to the Goods while the Goods are in the custody of the Inland Carrier in excess of the scope for which the Inland Carrier has assumed the responsibility subject to its tariff.

(D) If, despite the terms hereof, no legal responsibility applies to the period of inland carriage, the Carrier and Inland Carrier shall not, in any circumstances, be liable for that part of any claim for damages caused by acts of God, acts or restraint of authority, inherent vice of the Goods, wrongful act or neglect of the Merchant, strike or stoppage of labor of any kind or extent, insufficient or defective packaging or marking or numbering of the Goods or Packages, or any cause, event or consequence which the Carrier could not avoid or prevent by reasonable diligence.

(E) In context of Multimodal Transportation, where the Merchant or Carrier cannot establish in whose custody loss or damage occurred to the Goods delivered to the Carrier in actual good condition, it shall be deemed, as between the Merchant and any Carrier, that the loss or damage occurred onboard the Vessel while in the custody in the Ocean Carrier.

(F) Where damage is alleged to the contents of any package delivered by the Carrier without notation for external damage, it shall in all circumstances be a prerequisite to Carrier's liability that the Merchant shall first demonstrate its delivery of the contents of the package in actual good condition at the Carrier's place of receipt.

(G) The column Final Destination on the face hereof is solely for the purpose of the Merchants reference and the Carrier's responsibility in respect to the Goods shall in all cases cease at the time of delivery of the Goods at the port of discharge or place of delivery.

7. MERCHANT'S RESPONSIBILITY

(A) Each Merchant shall be responsible for any failure to perform any Merchant's obligations under any of the terms of this Bill of Lading; and each shall indemnify the Carrier against all liability, loss, damages and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant or any of them. The responsibility of each Merchant shall not be diminished by the existence of any lien.

(B) Any reference on the face of the Bill of Lading to any particulars of the Goods is furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant warrants to the Carrier that the particulars furnished by him are correct.

(C) The Merchant shall inspect the containers when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier.

(D) The Merchant warrants to the Carrier that the Goods, package and container correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.

(E) Each Merchant warrants that equipment, whether owned or leased by the Carrier, would be returned to the Carrier within a reasonable time stipulated in the applicable tariff and further promises and agrees to pay equipment detention charges stipulated in the applicable tariff including the costs and expenses of recovering the same in case of failure to do so.

8. CONTAINERS

(A) On any Vessel or other mode of transportation designed to carry containers, the Carrier has the right to carry Goods in containers in any area designed for such carriage. When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of on deck storage on the face hereof. The Goods so carried shall be subject to the applicable Hague Rules, Hague/Visby Rules, U.S. COGSA as provided for in Article 2 hereof, and the stowage of such Goods shall constitute under deck stowage for all purposes including general average.

(B) Where the Goods are not already packed into containers at the time of receipt, the Carrier shall be at liberty to pack and carry them in any type of container.

(C) The Merchant shall indemnify the Carrier against any loss of or damage to the Carrier's container or other equipment while in the possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant.

(D) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents or sub-contractors.

(E) If any container is delivered sealed by the Merchant to the Carrier, this Bill of Lading is evidence of the receipt only of the number of containers shown on the Bill of Lading, and the condition and any particulars of the contents are unknown to the Carrier; and the Merchant warrants that the containers and contents thereof are suitable for handling and carriage. In the event of breach of this warranty, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods and the Merchant shall be liable for loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents or sub-contractors.

(F) If such containers are delivered by the Carrier with seals intact, such delivery shall be full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the containers.

9. SPECIAL CONTAINER

(A) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container, unless special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid.

(B) As regards the Goods which have been agreed to be carried in special container, the Carrier shall exercise due diligence to maintain the facilities of the special container while they are in his actual custody and control, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects of the container.

(C) The Carrier shall not accept responsibility for the function of special container supplied by or on behalf of the Merchant and does not guarantee the maintenance of any temperature inside the container.

(D) If the Goods received by the Carrier is refrigerated container into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the container.

10. DANGEROUS GOODS, CONTRABAND

(A) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's written acceptance of a prior written application by the Merchant for the carriage of such Goods. The application must state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee.

(B) The Merchant shall undertake that the nature of the dangerous Goods is distinctly and permanently marked and manifested on the outside of the package and container and shall also undertake to submit all documents or certificates required by any applicable statutes or regulations or by the Carrier.

(C) Whenever the Goods are discovered to be contraband or prohibited by any laws or regulations, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall indemnify the Carrier against any kind of loss, damage or liability including loss of freight and any expenses directly or indirectly arising out of or resulting from such Goods.

(D) The Carrier has the right to inspect the contents of the package or container at any time and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.

11. LIVE ANIMAL AND PLANT

The Carrier shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles and fish and plants arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's seaworthiness, and shall have the benefit of all the provisions of the applicable version of the Hague Rules and the terms of this Bill of Lading.

12. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, writings, negotiable instruments, securities, documents, works of art, heirlooms, or any other valuable Goods, including Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same is inserted in this Bill of Lading and ad valorem freight has been prepaid thereon.

13. DELIVERY

(A) The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side, custom-house, warehouse, wharf, quay or any other place designated by the Carrier within the geographic limits of the port of discharge or place of delivery shown on the face hereof.

(B) Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this Bill of Lading, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over.

(C) The Carrier shall also be entitled to store the Goods at the sole risk of the Merchant, and the Carrier's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Carrier.

(D) Goods which can not be identified as to marks and numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants of Goods of like character, in proportion to any apparent shortage, loss of weight or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

(E) In case the Goods have been packed into container by the Carrier, the Carrier shall unpack the container and deliver the contents thereof and shall not be required to deliver the Goods in container. However, at the Carrier's absolute discretion and subject to prior arrangement between the shipper and the Carrier, Goods may be delivered to the Merchant in container.

(F) The Carrier shall be liable for failure to deliver in accordance with marks unless the Goods or Packages shall have been clearly, legibly and permanently marked.

(G) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods and so expressly provided herein. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Carrier's option and the Carrier's responsibility shall then cease.

14. TRANSHIPMENT AND FORWARDING

(A) Whether arranged before or after receipt of the Goods, the Carrier shall have liberty without notice to carry the Goods wholly or partly by the named or any other vessel, craft or other means of transport by water, land or air, whether owned or operated by the Carrier or others. The Carrier may under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

(B) In case the Goods herein specified cannot be found at the port of discharge or place of delivery or if they be misrouted, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

15. FIRE

The Carrier shall not be responsible for any loss of or damage to the Goods arising or resulting from fire occurring at any time and even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.

16. LIEN

(A) The Carrier shall have a lien on the Goods, for all freight, dead freight, demurrage and the costs and expenses of recovering the same and any other sums whatsoever payable by the Merchant under this Bill of Lading or any other Bill of Lading between Carrier and Merchant and may enforce this lien by all available means, including public or private sale. The net proceeds of any such sale, after first deducting all costs and expenses in executing the lien shall be applied towards the settlement of the amounts due to the Carrier. If on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(B) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

(C) The Carrier shall have a lien on the Goods for all expenses and charges incurred in protecting or taking care for the Goods, and such accounts be accounted for by the Carrier, whether or not, any payment or liability of whatsoever nature incurred by the Carrier in connection with the Goods, including legal fees incurred through attachments or interpleader or other proceedings in respect of the Goods.

17. FREIGHT AND CHARGES

(A) Freight shall be payable at any lawful rate agreed with the Merchant, and will be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value as furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may at any time open the container and check the contents, weight, measure and value of the Goods, and the accuracy of the contents, weight, measure and value of the Goods as furnished by the Merchant, at the Carrier's option. If it is determined by the Carrier that the freight or charges should be higher, the Carrier may collect the additional amount from the Merchant who shall also be liable for all expenses associated with its recalculation.

(B) Full freight and all advance charges shall be considered completely earned on receipt of the Goods by the Carrier, whether the Vessel or the Goods be damaged, lost or not, or the journey frustrated or abandoned. All freight and charges shall be paid in full without any offset, counterclaim or deduction, and shall be paid in the currency named in this Bill of Lading.

(C) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is discharged from any obligation to load such Goods and the Vessel may leave the port without further notice and dead freight shall be paid by the Merchant.

(D) The Merchant shall be liable for, and indemnify the Carrier against all dues, duties, taxes and charges including consular fees levied on the Goods, or all fines and/or loss sustained or incurred by the Carrier in connection with the Goods however caused, including the Merchant's liability to comply with laws and regulations of any government or public authorities in connection with the Goods or to procure consular.

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

18. APPLICABILITY TO ACTION IN TORT

The provisions within this Bill of Lading apply to all claims against the Carrier relating to the performance of the contract evidenced by this Bill of Lading, whether the claim be founded in contract or in tort, or indemnity or whatsoever.

19. NOTICE OF CLAIM AND TIME FOR SUIT

(A) Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

(B) In any event the Carrier shall be discharged from all liability in respect of non delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

20. LIMITATION OF LIABILITY FOR LOSS OR DAMAGE

(A) All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the Merchant's net invoice cost plus freight and insurance premium, if any.

(B) Unless the nature and value of the Goods have been declared in writing by the Merchant before shipment and inserted in this Bill of Lading, and ad valorem freight calculated in the applicable tariff paid in advance;

i) Where Hague Rules apply, the Carrier shall in no event be liable for loss or damage in an amount exceeding the minimum allowable limit per package or unit in the applicable version of the Hague Rules.

ii) Where U.S. COGSA applies, the Carrier shall in no event be liable for loss or damage to or in connection with the Goods in an amount exceeding US\$ 500 per package or, in case of Goods not shipped in packages, per customary freight unit.

(C) Where the Goods have been either packed into container or utilized into similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such container or similar article of transport shown on the face hereof shall be considered as the number of the package or unit for the purpose of the application of the limitation of liability provided for herein.

21. DELAY, CONSEQUENTIAL LOSS

Save as otherwise provided 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.

22. GENERAL AVERAGE AND SPECIAL CHARGE

(A) General Average is to be adjusted, stated and settled at any port or place at the Carrier's option, according to the York-Antwerp Rules 1994 in the currency selected by the adjuster, who shall be appointed by the Carrier.

(B) 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.

(C) The Amended Jason Clause as approved by the Baltic and International Maritime Conference (BIMCO) is incorporated to this Bill of Lading.

(D) In case of special charges or expenditures unforeseen by the terms of this Bill of Lading, and not compensable in General Average, the Merchant shall reimburse the Carrier for all such special charges and expenditures that might be applicable to the Goods.

23. BOTH TO BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship, and any act, neglect or default of the Master, mariner, pilot or the servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non carrying ship or her owners in so far as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or the owner thereof. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

24. DEVIATION

No reasonable or customary action taken by the Carrier during the carriage of the Goods shall constitute a deviation, and in particular, no action taken by the Carrier pursuant to the Liberties Clause above shall constitute a deviation if it was taken for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise. It shall be prerequisite to the Merchant's claim for damages on account of deviation that the Merchant's insurance shall first have been cancelled on account of the alleged deviation. No deviation shall oust the right to limit liability or damages, and the Carrier shall always be entitled to the full benefit of all privilege, rights and immunities in this Bill of Lading and any incorporated tariffs.

25. TARIFF

The terms and conditions of the Carrier's applicable tariff are incorporated herein. Particular attention is drawn to the terms therein relating to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier or its agents upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.