

## Dammar Line of Lading Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions**  
Carrier means Dammar Lines Limited, P.O. Box 2651, 4002 Basel (Switzerland), on whose behalf this bill of lading has been signed.

Carrier's Agent means a person acting on behalf of the Carrier, including any members of the Carrier Group, which arranged the Services and/or issued this bill of lading.

Carrier Group means those companies ultimately owned in whole or controlled by Deutsche Post AG.

Container includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate the Goods.

Equipment means any bladders, wooden platforms or equipment fitted in a Container or connected thereto or any hanging lugs, frames or bars or equipment in the Container.

Export Controls means any prohibition or restriction on the import or export of goods imposed by any state, country, supranational or international governmental organisation or other relevant authority.

Freight includes all charges payable to the Carrier or any member of the Carrier Group or Carrier's Agents in accordance with an applicable tariff or this bill of lading.

Goods means the whole or any part of the cargo, described on the front of this bill of lading and includes any packing or Container not supplied by or on behalf of the Carrier.

Hague Rules means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.

Liabilities include any and all claims, demands, losses, damages, liabilities, fines, penalties, costs.

Merchant includes the Shipper, Consignee, holder of this bill of lading, the receiver of the Goods and any person owning, entitled to or claiming the possession of the Goods or of this bill of lading or anyone acting on behalf of such person.

Non US Carriage means any element of the Services which is not US Carriage.

Package means any number of packages stated on the front of this bill of lading.

Prohibited item means any cargo or item which is subject to Export Controls or the import or export of which is prohibited or restricted under any Sanctions.

Prohibited Person means a person on any list of individuals or entities with whom transactions are currently prohibited or restricted under any Sanctions, including but not limited to the consolidated list of financial sanctions targets in the United Kingdom or the US Department of State's Specially Designated Nationals.

Relevant Authority means any customs authority, customs inspection stations, port and harbour authorities and any other authorities having legal jurisdiction over any element of the Services and/or the Goods.

Sanctions means any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority.

SDR means Special Drawing Rights as defined by the International Monetary Fund.

Services means the whole or any part of the loading, packing, stuffing, transporting, carrying, unloading, unstuffing, de-stuffing, storage, securing, securing and handling, forwarding agents, forwarding agents, other operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods and related documentary, customs and information technology processes (including DHL, Oracle, Securix).

SOLAS Guidelines 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.

SOLAS Guidelines means the Guidelines regarding the verified gross mass of a container carrying cargo (MSC-1/Circ.1475) published by the International Maritime Organization.

Sub-contractor includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, seafarers, repair groups, operators, charterers and operators of cargo handling equipment, forwarding agents, customs brokers, warehousemen, longshoremen, and any independent contractors, servants or agents employed by the Carrier in performance of the Services and any direct or indirect sub-contractors, servants or agents of any of them, in the discharge of their duties.

Underlying Bill of Lading includes any bill of lading (negotiable or non-negotiable), waybill, cargo receipt or other document pertaining to the transportation of the Goods issued by a Sub-contractor to govern its carriage obligations.

US Carriage means any carriage, from and/or through the jurisdiction of the U.S.A.

US COGSA means the United States Carriage of Goods by Sea Act 16 April 1936.  
Vessel means any waterborne craft used in the performance of the Services under this bill of lading including but not limited to ocean vessels, feeder vessels, barges and inland water vessels whether named in the bill of lading or substituted vessels.

1.2. A Person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership.  
1.3. Any words following the word **including** shall be interpreted without limitation to the generality of the preceding words.

### 2. ABOUT THIS BILL OF LADING

2.1. This bill of lading is not a negotiable document of title consigned "to order", to the order of a named person, or "to bearer".  
2.2. Request for substitute bills may only be made by the lawful holder of an original bill of lading who at the material time holds the full set of original bills of lading. The Carrier will only issue substitute bills of lading at its sole discretion and making it a condition precedent that the Carrier will receive the full set of the original bills of lading and (i) a full indemnity issued by a first class bank acceptable to the Carrier for all and any liability and expenses arising out of the request for substitute bills.

2.3. This bill of lading is only prima facie evidence of the particulars of the Cargo received which the Carrier has reasonable means of checking.

2.4. In addition to being able to rely on this bill of lading, the Carrier has, absent Compulsory Legislation providing otherwise, the right to avoid itself and invoke any limitation or exclusion of liability, immunity, defence, right, remedy and/or law jurisdiction clause contained in any Underlying Bill of Lading as if the Carrier were the carrier referred to in the Underlying Bill of Lading (except for the terms of an Underlying Bill of Lading being available to the Merchant at any office of the Carrier upon request).

### 3. MERCHANT'S WARRANTIES AND RESPONSIBILITIES

3.1. The Merchant warrants that:

3.1.1 in accepting this bill of lading and agreeing to the terms of this bill of lading it is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading or of the person who is or may be the carrier of the Goods under this bill of lading;

3.1.2 the description and particulars of the Goods, including that required under clause 5.3.1 and marks, numbers, quantity and weight as set out on the front of this bill of lading (i) have been checked by the Merchant on receipt of this bill of lading and (ii) are full and accurate;

3.1.3 the Goods contain no drugs, prohibited or stolen goods, contraband or other illegal material or substance or stowaways;

3.1.4 the receipt, carriage, care or delivery of the Goods will not expose the Carrier to any claim for a violation or infringement of any third party intellectual property rights;

3.1.5 the Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked by or on behalf of the Merchant, and the preparation, packing, stowing, labelling and/or marking are appropriate to the carriage and any operations or transactions that may affect the Goods and are in compliance with all applicable laws;

3.1.6 neither the receipt, carriage, delivery nor the import of the Goods (including any insurance arranged by or on behalf of the Carrier) nor any payment or other transaction relating to the Goods or this bill of lading or of any person named in this bill of lading, or any Sub-contractor, its employees, servants or agents, insurers or reinsurers to any Sanctions (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organisation or other relevant authority;

3.1.7 none of the persons falling within the meaning of Merchant is a Prohibited Person or is owned or controlled by a Prohibited Person or is acting in violation of the provisions of any applicable laws;

3.1.8 the Goods do not include a Prohibited Item, the possession, carriage, importation or exportation of which violates any applicable law, including without limitation, any Export Controls or Sanctions;

3.1.9 the Goods will have all import or export licences and other documentation necessary to comply with all applicable laws and all regulations or requirements of any Relevant Authority relating to the Goods;

3.2. The Merchant shall, and shall ensure that any person acting on its behalf, comply with all applicable laws, regulations or requirements of any Relevant Authority in respect of the Goods and the provisions of all licences, permits, consents and directions given by any Relevant Authority in respect of the Goods;

3.3. The Merchant shall be responsible, and reimburse the Carrier, for all duties, taxes, levies, imposts, deposits, fines and outlays of whatever nature levied by any Relevant Authority and/or any expense incurred in connection with the requirements of the Relevant Authority in respect of the Goods. If the above requirements are not complied with the Carrier shall be liable for any loss or deterioration of or damage to the Goods caused by the Goods not being at the required temperature or properly ventilated in the required environment.

3.4. All of the persons who fall within the definition of Merchant in clause 1.1 are jointly and severally liable to the Carrier for all the Merchant's warranties, undertakings, obligations and liabilities under or in connection with this bill of lading.

### 4. THE GOODS

4.1. **Dangerous goods** - The Merchant will not tender Goods which are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever (**Dangerous Goods**) unless the Merchant, or someone acting on behalf of the Merchant, gives the name of the Dangerous Goods to the Carrier's receipt of the Goods and the Carrier expressly consents in writing to deal with the Dangerous Goods. The Merchant's notice will include all information necessary for the Carrier to perform its obligation in connection with the Dangerous Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage, handling and transportation of the Dangerous Goods. The Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws, regulations and requirements. Additional charges may apply to the handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of any of the provisions of this clause, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless, as circumstances may require, at the Merchant's cost and without compensation to the Merchant and without prejudice to the Carrier's right to the Freight.

4.2. **Goods requiring temperature/environmental control** - The Merchant will not tender Goods which require temperature, ventilation or any other kind of environmental control (**Special Control**) unless the Merchant, or someone acting on its behalf, gives the Carrier notice of the Special Control requirement prior to the Carrier's receipt of the Goods and the Carrier expressly consents in writing to deal with such Goods. The Merchant's notice will include the name of the Goods, the particular temperature range, ventilation or other controls required by the Merchant, and the Merchant shall ensure that any person acting on behalf of the Merchant has, where appropriate, been properly pre-cooled or ventilated and its thermostatic or other controls have been properly set before receipt of the Containers of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall be liable for any loss or deterioration of or damage to the Goods caused by the Goods not being at the required temperature or properly ventilated in the required environment.

4.3. The Merchant shall be liable for any loss or damage to the Goods arising from defects in, or failure, breakdown, stoppage of the temperature controlling, ventilating or any other specialised machinery, plant, installation or any apparatus of any Container or Vessel, provided that when the Container is supplied by the Carrier, the Carrier has exercised reasonable care to maintain the temperature of the Containers. The Carrier shall be liable for any loss or damage to the Goods caused by the Goods not being able to freeze down or cool to the required temperature if they have not been presented for stuffing at or before their designated carrying temperature, nor are they designed to control humidity levels. The term "apparent good order and condition" when used in this bill of lading with reference to Goods which require Special Control does not mean received in good order and condition by the Carrier as being at the designated carrying temperature, or properly ventilated in or the required environment.

4.4. **Deck cargo** - The Carrier has the right to carry the Goods, whether packed in Containers or not, under deck on or deck without notice to the Merchant. If the Goods are carried on deck, the Carrier shall not be required to note, mark or stamp the cargo manifest in respect of such deck cargo. All Goods whether carried on or under deck shall participate in General Average. Goods carried on deck and which are not stated on the front of this bill of lading to be carried on deck shall be subject to the same liability regime for loss or damage or delay of carriage as Goods carried under deck.

4.5. Goods which are actually carried on deck, are carried without responsibility on the part of the Carrier in loss or damage of whatever nature arising during carriage of Goods by sea or inland waterway whatsoever caused, whether caused by negligence or any other cause whatsoever.

4.6. **Inspection of Goods and provision of information** - The Carrier or 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, and the Carrier is entitled to access any data or information about the Goods contained in any electronic storage medium, including but not limited to any data carrier, computer or server, or any other device that inspection. Where data or information is protected by a password, details of that password shall be provided to Carrier by the Merchant on request. The Merchant agrees to provide the Carrier immediately on

request with full information about the nature of the Goods and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Goods.

### 5. CONTAINERS

5.1. **Supply of Containers and Container Equipment by or on behalf of Carrier**

5.1.1 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 and/or any Container Equipment to the Merchant.

5.1.2 The Merchant, or a person acting on its behalf, shall inspect Containers and any Container Equipment before it is stuffed, packed, filled or loaded, and the use of Containers and any Container Equipment shall be prima facie evidence of the merchant's receipt of Containers and equipment found and suitable for use.

5.1.3 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the Containers, including any Container Equipment, empty, with interiors brashed and clean, odour free and undamaged to the point or place designated by the Carrier, his servants or agents, within the time specified in writing by the Carrier. Should a Container and/or the Container Equipment not be returned within the time so prescribed, the Merchant shall be liable for any detention, loss or expenses (as set out in the agreement between the Carrier and the Merchant, if any, or where there is no such agreement, the detention, loss or expenses payable under this clause as well as charged to the Carrier by the relevant Sub-contractor) which may arise from such non-return.

5.1.4 The Merchant shall be responsible for any loss of, damage to, contamination or soiling of any Container and/or any Container Equipment supplied by or on behalf of the Carrier.

5.2. **Merchant packed Containers**

5.2.1 A Container has not been stuffed, packed, filled or loaded by the Merchant (**Merchant Packed Container**), the Carrier shall not be liable for loss or damage to the Goods caused by (a) the manner in which the Container has been stuffed, packed, filled or loaded; (b) the unsuitability of the Goods for carriage in the Container used; or (c) the unsuitability or defective condition of the Container, provided that where the Container has been stuffed, packed, filled or loaded by the Merchant, it shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant before or when the Container was stuffed, packed, filled or loaded.

5.2.2 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3. **SOLAS verified gross mass requirements**

5.3.1 Merchant shall provide 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 SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and firmness of such gross mass information and will use this to constitute its obligations to Sub-contractors in accordance with SOLAS.

5.3.2 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

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5.3.5 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

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5.3.7 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3.8 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3.9 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3.10 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3.11 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

5.3.12 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

### 6. PERFORMANCE OF THE SERVICES

6.1. **Liberties**

6.1.1 The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever in the performance of the Services;

(b) transfer the Goods from one conveyance to another, including transshipping or carrying them on a Vessel other than that named on the front of this bill of lading;

(c) proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(d) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods temporarily at any place or port whatsoever, once or more often and in any order;

(e) comply with any orders or recommendations given by any government or Relevant Authority, or any person acting or purporting to act on behalf of such government or Relevant Authority.

6.1.2 The Liberties set out in clause 6.1.1 may be invoked by the Carrier for any purpose whatsoever and whether or not connected with the Services, including loading or unloading other goods, undergoing repairs, towing or being towed, adjusting instruments, docking and assisting vessels in all situations. Any action taken by the Carrier under clause 6.1.1 shall be deemed to be included within the scope of the Services and such action and delay resulting therefrom shall not be deemed to be a deviation.

6.2. **Consolidation**

6.2.1 Carrier may stuff, pack, fill or load Goods in or on Containers and consolidate Goods owned by different persons.

6.2.2 Goods stuffed, packed, filled or loaded into one Container and consigned to one person will only be delivered to that person and Sub-Contractors to whom Carrier contracts, subject to the consent of the Carrier having surrendered authorising delivery to a single Merchant at a single place of delivery. The Carrier may at its option unstuff the Container and in respect of Goods for which bills of lading have been surrendered, deliver them to the Merchant on a last bill of lading issued by the Carrier. This shall not be deemed to constitute an acceptance of the LCL Goods together with all costs incurred for any additional services rendered. Such delivery shall constitute full delivery hereunder.

6.3. **Notification and delivery**

6.3.1 Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. The Carrier shall not be liable for failure to notify in the Carrier including any liability nor shall it relieve the Merchant of any obligation under this bill of lading.

6.3.2 The Goods may be discharged, without notice, as soon as the Vessel is ready to unload, continuously day and night, Sundays and holidays included (if the Merchant fails to take delivery of the Goods immediately after the Vessel is ready to unload, the Carrier shall be at liberty to store the Goods, in a warehouse or in the open, at the risk and expense of the Merchant).

6.3.3 If the Goods are unclaimed within 7 days from discharge of the Goods from the Vessel, or whenever in the Carrier's judgment the Goods will deteriorate, decay, be damaged or incur charges, the Carrier may, at its discretion, without further notice and without liability, sell or otherwise dispose of the Goods by whatever means it deems fit, including without limitation the sale in reduction of the sums due to the Carrier by the Merchant.

6.4. **Matters affecting the performance of the Services**

6.4.1 If at any time the performance of the Services is or will be affected by any hindrance, risk, delay, strike, closure or other event which is outside the control of the Carrier and which, if the Merchant (or Carrier, if the Merchant becomes insolvent) which cannot be avoided by the exercise of reasonable effort, the Carrier may, without notice to the Merchant and whether or not the Services have commenced, elect to either:

(a) treat the performance of the Services as terminated and place the Goods at the Merchant's disposal at any place and to the extent that the Merchant consents in writing, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease; or

(b) without prejudice to the Carrier's continuing right to abandon the Services under clause 6.4.1(a) continue with the carriage of the Goods to the place designated for delivery.

In any event the Carrier shall be entitled to full Freight for Goods received for Services and additional compensation for any loss or damage to the Goods resulting from the circumstances referred to above in clause 6.4.1.

### 7. CARRIER'S AGENT AND SUB-CONTRACTING

7.1. By accepting this bill of lading, the Merchant confirms and agrees that any Carrier's Agent acts as an agent only.

7.2. In addition to the liberties given to the Carrier under the other provisions of this bill of lading, it is agreed that the Carrier shall be entitled to sub-contract the whole or any part of the Services on any terms whatsoever.

7.3. The Merchant undertakes that no claim or allegation in respect of the Goods and/or Services whether arising in contract, bailment, tort or otherwise shall be made against any Carrier's Agent or Sub-contractor, any claim or allegation should nevertheless be made against any Carrier's Agent or Sub-contractor, the Merchant agrees to indemnify and hold harmless the Carrier against all consequences thereof.

7.4. Without prejudice to the generality of clause 7.3, and other rights, duties and defences hereunder, the Carrier's Agents and Sub-Contractors to whom Carrier contracts, agent and/or trustee to the extent of these provisions, shall be entitled to all defences, exemptions, immunities, limitations, liberties and rights of the Carrier, including the right to enforce any law and jurisdiction clause.

7.5. The Merchant further undertakes that no claim or allegation in respect of the Goods and/or Services shall be made against the Carrier, by any person other than in accordance with the provisions of this bill of lading.

### 8. CARRIER'S LIABILITY

8.1. The Carrier's liability in respect of any loss of or damage to the Goods or delay in the performance of the Services shall be determined and limited in accordance with the provisions of this clause 8 unless:

8.1.1 in the case of US Carriage, an international convention or national law (including US COGSA) compulsorily applies (US Compulsory Legislation), in which case the liability of the Carrier will be determined in accordance with the provisions of such US Compulsory Legislation;

8.1.2 in the case of Non US Carriage an international convention or national law applies compulsorily to any element of the Services (Non US Compulsory Legislation), in which case the liability of the Carrier in relation to that element of the Services will be determined and limited in accordance with the provisions of such Non US Compulsory Legislation;

8.1.3 and US Compulsory Legislation and Non US Compulsory Legislation are hereinafter referred to as **Compulsory Legislation**.

8.2. Liability for Goods lost or damaged where no Compulsory Legislation applies

8.2.1 The provisions of (f) Article 4(1) of the Hague Rules for Non US Carriage, and (f) 28 USC 1304(1) of US COGSA for US Carriage, will apply to the carriage of Goods by sea or inland waterways.

8.2.2 The Carrier shall not be responsible for loss or damage arising or resulting from:

(a) subject to clause 8.2.4, any of the perils listed in (i) Article 4(2) of the Hague Rules for Non US Carriage and (ii) 28 USC 1304(2) of US COGSA for US Carriage;

(b) loading, lashing, lashing, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant, and;

(c) a nuclear incident if the operator of a nuclear installation or a person acting for it is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy.

8.2.3 When the Carrier establishes that the loss or damage could be attributed to one or more of the causes or events specified in clause 8.2.2(a) to 8.2.2(d), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

8.2.4 The perils listed in (i) Articles 4(2)(a), (c) and (l) of the Hague Rules for Non US Carriage and (ii) 28 USC 1304(2) of US COGSA for US Carriage will only apply to the carriage of Goods by sea or inland waterways.

8.2.5 **Non US Carriage** - For carriage which is between the Port of loading and the Port of discharge only the Carrier shall have no responsibility for loss or damage to the Goods until they are loaded on board the Vessel if it shall cease to have any responsibility for any loss or damage to the Goods once they have been discharged from the Vessel.

8.3. Amount of compensation

If the Carrier is liable for loss of or damage to the Goods the liability of the Carrier shall be limited to the lesser of:

8.3.1 the arrived sold market value of only those Goods damaged or lost (excluding insurance); and

8.3.2 for Non US Carriage to which Compulsory Legislation applies, the amount set out in such Compulsory Legislation;

8.3.3 for Non US Carriage to which no Compulsory Legislation applies, 2SDRs per kilo;

8.3.4 for US Carriage, US\$500 per Package or per the freight unit billed for Goods not packaged.

8.4. Ad valorem

Where the Shipper has declared a value for the Goods and the Carrier has stated such value on the front of this bill of lading as a "declared value", and provided the Shipper has paid the extra freight the amount of the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

### 9. GENERAL AVERAGE

9.1. Where the Merchant has requested insurance for the Goods and the Carrier has agreed in writing to provide such insurance, the Carrier agrees to effect such insurance as agent for the Shipper and such insurance shall be subject to the exceptions and conditions of the policies of the insurers or underwriters taking the risk, copies of which are available on request. Subject to any Compulsory Legislation, the Carrier shall have no liability for loss or damage to the Goods where insurance has been effected under this clause.

### 9.6. Liability for delay

Arrival times are not guaranteed by the Carrier and the Carrier shall, under no circumstances, have any liability whatsoever for any loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is nevertheless found liable for loss or damage caused by delay, the Carrier's liability in respect of the same shall be subject to the limit of loss or damage as set out in clause 8.

### 9.7. General liability provisions

9.7.1 **Statutory protection**

Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the full benefit of the all laws, statutes or regulations as if it were the owner of any carrying Vessel.

### 9.7.2 Exclusion of certain losses

Subject to any Compulsory Legislation, the Carrier shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims (in each case whether direct or indirect) or for any indirect or consequential loss.

### 9.7.3 Overall liability cap

Subject to any Compulsory Legislation, the Carrier's maximum aggregate liability for all events which occur under this bill of lading (other than loss or damage to Goods) will be limited to an amount equal to the Freight paid.

### 9.7.4 Notification of claims and time bar provisions

9.7.5 Subject to any Compulsory Legislation:

(a) the Carrier shall be deemed prima facie to have delivered the Goods undamaged and in full unless noted to the contrary on the bill of lading; and (b) the Carrier shall be deemed prima facie to have delivered the Goods undamaged and in full unless noted to the contrary on the bill of lading.

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