CONDITIONS

ltlsmutuıılyagreedthat:

1. DEFINinONS
c.an-ter: UNITEO LOJiSTiK ve DENiZCiLiK ANONiM SIRKETI
Contıılner: Jndudes ıııy contalner, flııt, open top, open slded contalner, tnınsportable tank *or* slmllar ıırtide of tnınsport used to consolidate cargo.
Comblned Transport: Arises when the Plıce of Recelpt and or the Anal Oestınııtlon are shown on thefacehl!reof.
Port to Port Shlpment: Arlses when the Port of Loadlng ınd the Port at Oischııll)e on1y are shown on the face hereof and nelther the Plıce of Recelpt, nor the Flnııl Destlnatlon are stlpulıted on the face f.
Men:hant: Shıll Indude the Shlpper, Consıonee and the Holder of the 8111 of Ladlng the Recelver ıınd the Owner of the goods.
Goods: Shall meıın the aırgo desa1bed on the face of thls 8111 of Ladlng.
Interpretatlon: Wonis in the SillQulllr shıll Indude where the context admlts the plural and vıce

2. PARAMOUNT CLAUSE
it Is mutually ıı gl'Hd that thls 8111 of Ladlng shıll have effect subject to the provlslons of the lntemııtlonııt Conventlon re!atlng to Bllls of Ladlng dated Brı.ıuels 25th August 1924 (hereln arter cıı!led the Hague Rules), except where legtslıılıon glvlng effect to the Hııj\ıe Rules as ıımended by the protoc:ol slgned in Brı.ı l5 23rd Febrı.ııry 1968 (hereııfter called the Hıgoe Vlsby Rı.ıles) Is compulsortly ııpp11cable,·rn whlch c.ıise thls Biti of L&dlng shııllt hıve effect subJect to the provlslon of. 50Ch leglslatıon. Nelther the Hıgue rı.ıles nor the Hıgue Vlsby Ruh!S shall apply where the goods cıın1ed hereunder ıire Hve ıınımıls or cııroo whlch Is stıted on the face hereof as belng canied on dede and Is so carrled.
Nothlng contıılned in thls Bil! of Lııdlng shall be deemed to be ı surrender by the cıımer of ıııy of his rtghts and lmmı.ınltles oran lnaease of any of his responslbllltles under the sııkl Enactments or under ıııy other statutory protectlon or eıcemptlon from or Umltatlon of lllıblllty.
AH Umltatlon of llıbl!lty ıınd other provlslons hereln contıılned shııll lnsure not only to the beneflt of the Cllnier, hls ıı gents, servıınts, vessels, employees and other representatlves but ılso to the beneflt of ıııy lndependent contractor performlng servlc:es to the ooods.
3. CARRIER'S TARJFF
The terms of the camer's appllcable nırtrr ıire tncorporııted hereln. Cop!es of the relevıınt provlslons of the appllcable Thriff ıire obtııınıible from the Cllnier or his ıı gents upon request. in the cases of Inconslstency between thls Biti of Lad/ng ıınd the ıpp!lcable nırtff' the 8111 of Lııdlng shııll prevall.
4, WARRANTY
lhe Merctıant wıımınts thııt in ıı greelng to the terms hereof he Is or has the authority of the person ownlng or entltled to the possesslon of the Goods ıınd thls B111 Of Lııdlng.
5. JURISDlcnON
lhe Partles hettby agree and accept thıt any and ;ıll dlspute:s arislng out of or 1n connectlon wlth thls Contract sh.ill be subject to Turkish law .ınd eıcclusıvely dealt by the c.entral Courts and Balllff's Offlcuoflstanbı.ıl.
6, RUPONSIBJLrTY
(A) PORT IO PORT SHIPMENT
(1) The cıırrler's obllgatlons in respect of the goods shall begln when the goods ıire ıı ccepted ııt the <>ceıın vesseı·s rııll at the port of loadfng ıınd shall contlrMJe untlt the goods ıire dfsctııırged at the Oceıın vessel's rııll at the port of dlschııllfe, lhe cıınter shıı11 not in any drcumstances whııtsoever be llıble to ıny loss dıımıge or delay to the goods (whether or not in his actuıil or constructlve possesslon) howsoever caused occurrlng before they ıre accepted at the Oceıın vesseı·s raıı at the port of loıdlıg or ııl'ter they are dlschııllfed at the Oceıın vessel's nı\l at the port of dlschııllfe,
(U) Where lnddentııl to the Port to Port shlpment, precantaıe, oncımaııe, aın1age lııl ınd, stora91! pıfor to loııd!ng or arter dlsctıaroe from the Oceıın vessel, loadlıg or unloadlıg of goods lnto or from contıılners or, the sı.ıpply of contalners anı requlred by the Merchant the Merchant hereby constıtutes the Oınter as his agent wlth authorlty to enter in to ıııy contrııct on his behalf and the Canfer shall be under no perwnıı! llıblllty whetsoever or howsoever ıııfslrıg 115 cıırrler, bıı llee or otherwlse in connectlon wlth the goods.
(111) Where lnddental to the Port to Port shlpment, the aıntef arranges for precantııge, oncan1ııge, can1age ln!ıııd stor&ge prlor to loıdlng or after dlsdıallfe from the Ocean vessel, loadlng or unloadlng of goods lnto or from contıııers, or the sı.ıpply of contıılners 115 ıforesııld the Cıırrter shııllt be entltled to demıınd from the Men:hınt the full frelght for the entlre can1age lndudlng the chııll!es ıncurred by the cıımer as ıııent for the Merchıınt. Any sı.ıch chıııroes shall be deemed frelghtwlthlnthedellnltlonoffn!lght.
(iv) U notwlthstııııdlng the Port to Port shlpment nıiture of the contnıct, any competent Court or Trtbunal shııll decide that ttıc cıımer ls llııble as pr1ndpal IOf ıny prec.an1age, oncarrtıge, can1age lnlınd storııge or hıındlıng ofgoods, the Cınier's lııblllty, lfııny, shıll be determlned in ıo::ordıınce wlth the provlslons of dııuse 6 (B) below (Comblned Traıısport).
(6) COMBINED TRANSPORT
lhe carrier shııll be responslble for loss or dıımıge to the followlng eıctent but no further;
(1) With respect to loss/damııge howsoever occuntng wlthln the peıfod of responslbllity under dausıı 6 (A) (I} above, Hablllty of the canter shııll be determlned under the ıforesııld dııuse.
(il) With respect to loss or damııge howsoever occurrtng outslde the pertod of responslbllty refel"Tff to under dause 6 (A) (1) above the l!ııbl!lty of the Can1er shall be llmlted to the actuıil amount reaıvered by the camer in respect of such loss or dımage from the p,ıırty to whom the carrter has sub-contnıcted the handHng, storııge, preenrıııııe or oncan1ııge of the goods.
(111) lhe Can1er; wlthoot l!mltlng sı.ıb·dause (il) ıbove, shııll be relleved of Hıblllty *for* loss or damage where such loss or damage can be reıısonıbly attrlbuted elther ln part or in whole to:
(a) A wnıngli.ıl ıct or omission of the Men:tıant.
(b) Insuffldency or defKttve condltlon of the pıckıng in the cıise of ooods whlch by thelr nature are Hıble to loss or wastıı *or* to be damııged when not pıcked or when not proper1y packed.
(c) Compllıınce wlth the Instıııctlon of the Merdıınt or.his ıı gent.
(d) Handling, stowage, loadlng, or unloıldlng of the goods by or on behıılf of the Merchıınt.
(e) Inherent vıce ofthe goods.
(f) Insuffldency or lnadequıcy of martcs or numbers on the goods, coverings or contıılners.
(g} Strtke, lockout, stoppage or restralnt of lıbor; trom whatever caused and whether partıal or general.
(h) Theft ıınd/or attempt thereıı t ıınd/or loss or daiıııge to the goods cıused by ıııy thlrd pıırty,
(1) Any other cause or event whıtsoever or howsoever ıırtslng unless it ıs proven that the ıoss or dımıge resulted from ıın ııct or omlsslon of the cam er done wlth lntent to cıııse loss or damage *or* recklessly wlth the knowledge thııt loss or dıımage would probıbly resuit.
(iv) If it cannot proven when the loss *or* dıımııge occurred the loss or dıımage shall be deemed to have occul"Tff outslde the cıımer's per1ocl of responslbllity wlthln the meınlng of dause 6 (A) (1) ıbove.
(C) GENERAL (ııppllcable to both Port to Port shtpments and Comblned Transport)
(1) lhe cıımer shıll ln no clrcumstıııces whatsoever be responslble for ıııy dlrect or lndlrect: lıiss or damııge sustalned by the Merchıınt occasloned through delıy whether by reason of representıııtıon orotherwlsebytheCıın1er,hlsservıntsorıı gents.
(il) The Cırrler shııll in no drcumstıınces wMtsoevcr be lııble for lndlrect, or consequentlııl Joss howsoever or wheresoever arislng.
(lll) Ali ooods tendered by the Merctıant to the cıın-ıer for cantıge shal1 be carrled in ı contııl ner (wtth or wlthout goods belonging to thlrd pıırtles, in the aıse of the contıılner supplled by the Cıırrter).
7. CONTAINERS
(1) Unless the Merchant and the Cllrrler or his-agent agreed ln wrttlng uı,cıer the dedı: shlpment (before or at the time of booking the can1ııge of the goods) the Cllrrler shııll hıve the optlon to Load contalneis on dedı: without notlce to the Shlpper; ııd if they ıre so carried the Hague Vlsby Rules shall apply and the goods shall contrtbute in General Average.
(il) in the case of llve anlmıils and caroo requested by the Merchant to be canied on dedı: and whlch in thls BUi Of Lııding are stated to be can1ed on dedı: and are so cıırrled the Hıı gue Vlsby Rules shall apply and thıı goods shall contribute in Geııenıl Averııge.
(111) in the case of contalners supplled by the Merdıınt or by the canter to the Merctıınt for the Men:::hııınt'susethefollowlngcoııd!tlonsstııa ıı pply,
(a) The Shlpper, before uslng a contııl ner shııll lnspect it to mıike certıı!n thıılit Is dean sound and sı.ıltııble for the type of caroo he ıs shlpp!ng and the Shlpper shııll hııve the ıfght to rejed. ıııy unsııtlsfactorycontalnerbefore use.
(b) lhe camer shııll be under no Hıblllty whııtsoever ın the event of loss or damıge to ıııy of the goods dlrectly or lndlrectly caused by the mıınner in whlch the goods have been pıcked or stowed in the contıılners or by the unsultablllty of the goods IOf' container carrtıge.
(c) The Men:hıınt hereby agrees to lndemnlty the Oırrler agıılnst all and ıııy loss/dıımıge whlch the canter mııy su.stıln or agıılnst lıııblUty to any person wtılch the cıımer may Incur on ıccount of perscmııl lnJury or loss *or* dımıge to property due to the mıınner in whlch the goods hııve been pıcked ınd/or stowed inside the container or due to the unsuıtablMty of the contalner.
(d) The Merchant further agrees to Indemnify the Cllrrler ıı galnst any ıdditlonal eıcpenses, flnes, dutles and taıces whlch the cıımer mııy ıncur by reascın of error or omıssıon in the mıır1t, oombers ordescrtptlonofthecontalnet""orltscontents.
(iv) in the case of the supp!y of ı contıılner to an ıı gent ıppolnted by the Cllrrler on the Merdıants betıatf, the cıırrler shıll be under no responslbllity or llabl11ty for loss or damıı ge to the goods cıılJSl!d by the unsultablllty or defectlve condltlon of the contalner unl such unsultablllty or condltlon be ııttrlbutıble to lıck *ot* due dlllgence on the part of the C3nier,
(v) lhe can-ıer shııll be entltled but under no obllgıtlon to open ıııy contıılner at ıııy time and to lnspectthe contents. lfltthereupon ıı ppears thııtthe contents orıııy partthereofcannot sıfely or proper1y be canied further elther at ali or wlthout lnaırrlng any add!tlonal eıcpenses or taltltıg any rneası.ırelnreliıtlontothecontıılnerorltscontentsoranypıırtthereof,thecıırrlermıyıbandon thetnınsportıitlonthereofiındortakeanymeasuresınd/orlncı.ırınyreasonııbleaddltlonııl eıcpense to cıı or to contınue the caniage or to store the same ashore or noıt undeı- cover or in open at any place which storaııe shall be dee:med to constıtute the de!lvery urı<Ser lhls Bili Of Lııdlng. The Merchant shııll lndemnlfy the Cariıer ıı gıılnst any reıısonable addlUonıı l eıcpenses so lncurttd.
(vl) Where CDntıılners ıre supplled pursuıınt to Oııuse 7 (IH) above ıire unpıicked at the Conslgnee's or recelvers pr-emlses the Corıstgnee·s or R.ecetver's ıre responslble for retumlng the empty contııl ners deıın ınd in a useııble condlUon in ıll respect and sultable for the can1ııge *of* caroo of any descrlptıon the port or plıce of dlscharge or other place nomlnated by the cımer wlthln the time presatbed to them. Should a COntıııner not be retum wlthln the prescrlbed time the Merdıınt shııll be lleble rW any demumıge loss or eıcpenses whlch may artse from such nonreh.ım.
(vH) The Merchant agrees to lndemnlfy the Carrler for any loss or damıge to the contalners *or* for ıny UabIllty arislng from any act or omıssıon by the Merchant, his servants or Agents artslng d!rectty or lndlrectly from but not limited to the pııclıl ng or stowage of cargo in the container *or* the use thereof.
(vlll) in the event that the Oırıier agrees t transport ıııy empty contalner not loaded wlth goods fora Merchıınt or any other pıı,rty, such transportatlon shaH be undertıiken only in accordance wlth temıs of thls 8111 or Ladt119 notwlthstıınd!ng that no formal BIII Of Lıdlıg be ıssı.ıed for such retum tnınsportııtlon.
(lıc) The cameı-- has no re:sponslblUty wtıııt:soever for the functlonlng of reefer contalners or traHers nelther owned nor leased by the carrter.

8,UEN
(1) The Clrrler his servants or Agents shııll hıve ıı ilen on the g.oods and the rlght to seti the goods whether prıvııtely or by pubtıc auction for all frelght (Indudlnıı addltlonııl frelght payable under aııuse 12) pt"lmııge, dead frelght, demurraııe contalner demumıge ıınd storage char,,ıes detentlon chıır,,ıessııl vegeGenenılAveragecontrlbutlonsandallotherchıırgesand expenscswhntsoever ıncludlng(notllmltedto)mıı tterunderCrıı use 12(111)and 13(e)hereınwhlc.hıırefortheaccount of the goods or or the Merchıınt ıınd for the costs end experıses of exerclsln9 such ilen ınd such sııleIndudlnglegılfeesandalsoforıı\lprevlouslyunsatlsfleddebtswhatsoıverduetohlmbythe Mcrctıınt. Wlthout preJudlce to the foregolng the cımer shall be entftled to ilen the Merc.hıınt's cargo or ıııy and all of the above even thought cıincemed wlth on cıın1ege, pre-carrlıge ancj/or ınrıınd carıiıge whııtsoever ınd/or storage and desplte the Merchant constltutınıı the camer as his Agent for the purposes of ıırranglnıı suc.tı carrlege ınd any storııge. Nothlng in thls Oııuse shall prevent the Clrrler from re,coverlng from the Men:;hant the dlffırence between the ımount due from hlm to the camer ınd the ıımount reallıed by the eıcercıse of the rtghts ıııveıı to the C&rrier underthlsclause.
(il) Wl!hout prejudlce to the 9enerallty of the foregolnıı ıı otwlthstandlng thııt the property in the goods shall havc pıssed to ıın Endorsee of the Bili of Laıdlnıı or Conslgnee ıı amcd tıereın and frrespealve ofwhether or not the Cıınter shııll hııve exerdsed his ilen the tan1er shııll be entlUed:
(a) To recover from the shlpper or the pırty oıı whose behııtf the ınstructlon to shlp the good5 was mede (herelnıı fter referred to as the "Prindpııl") frelght, deııd frelght, chııı rges (whether relııtlng to storage landlng or detentlon) expenses, prtmage, general ıı venıge contributlon or demurrıge due under thls BUi of l.Jıdl119 whlctı in fact remııl ns unpııld {whether or not in the case of frelght /chıır,,ıes there ls ıııy stlpulatlon on the fıice of the BIII of Loding to the effect frelght/chıırges hilve beenpıiidorırepıyableıtdestlnatloıı).
{b) To recover from the Shlpper of the goods or the prtnclpel the replıicement vııue *of* ıııy cont.ılıier conslgned to the COnslgnee/Rccelvers premlses ıınd not retumed by any reason of belıı g lost/destroyed wlthln the time prescr1bed uııder aause 7 (v) hereof to the port or place of dlschırge ıınd/or ıııy loss/expenses lhııt mııy dlrectly arise from such non-retum ıınd/or the cost of repalring the s.ıld contalner where the s.ııme hıs become dıımeged (whether or not by the fıult or negllgence of the Recelver/Coıslgııee, thelr servants or Agent:s after the Cilrrler hıs conslıı ned the s.ııme to the Recelver/Conslgnee. in the case of ıı teıısed contııl ner the replııcemeııt value shall be deemed to be the va1ue of the contatner ln-the lcase agreemcnt.
(c) To recover from the Shlpper (or the Prindpal) of the goods ııll, dutles, taıces, flnes, Imposts, expenses, loss or damııge referred to in C1ause 12 (111) ııbove.
9. 80TH TO BLAME COLUSION Cl.AUSE
ı, the shlp comes ın to colllslon wlth ınother shlp as resı.ılt of the negllgence *ot* the other shlp and any act, neg1ect or defrıult of the Mısters, Mıiriners, pllots or the SC!rvant of the Cilrrler in the navlgatlon or lıı the mınagement of the shlp, ttıe Owners of the goods cıırrled hereunder wlll tndemnlfy the Carrtcr ıgalnst ali loss or llıblllty to the other noıı-cıı tng shlp or her OWners in so far ıs such loss or Uıı billty represent 1oss of or damııge to or any daim whııtsoever of the Owners of the sııld goods pııld or payable by the other or non ca ınıı shlp or her owners to the owners of the said goods ıınd set *otf,* recouped or recovered by the other or non carrylng shlp or her Owners as pıırt of them dıılm agalnst the ca lng shlp or carrter. The foregolng provlsloııs shall a150 apply whcre the owners Operators or those in c.harge of any shlp or shlps or obJects other than or ın ıı dditlon to the collldlıg shlps or objects ıire at fııult in respect to a colllslon or contact.
NEW }ASON ClAUSE WAR RİSKS ClAUSES 1 ANO 2 ıire deemed to be ıncorpor.ıted in thls BIII of Laıdlng,
10, GENERAL A.VI!R.AGE AND SALVAGE
(ı) General ıı verage shall be pıı yable accordlng to YOrie•Antwerp Rules 1974 and shııll be ııdjusted ııtııııyportorplııceselectedbythecıırrler.
(b) in the event of acddent , danger. dıımııge *or* dls.ııstcr before or aft.er the commencement of the voyııge, resulUn,g from any cause whatsoever whether due to negllgence or not for whlch or for the consequence of whıcıi the carrier Is not responslble by statute contrııct or otherwlse the goods and/orthe Merchant stıaH contrıbute wlth the Can1er in General Aver.ıge to the paylTlent of any s.ıı crifices, losses or eıcpenses ofa General Averııge nııture thıt mıybeı;nıde or lncurttd ıınd shııll pay saıvage and spedal charges ırıcurred in rcspect of the goods.
(c) lf ıı salvlng vessel is owned or operated by the Cın1er, sııl vııge shall be pııld for as fully ıs lf the sııld sıılving vessel or vessels belonged to strangers, Such deposlt ıs the cıırrter or his ıgents may deem sufffdent to cover the estlmııted contrtbution of the goods ıınd ıııy s.ıl vagc and sp,edal chıırgcs thereon shııll lf requlred be mide by the goods, Shlppers Conslgnees ıınd/or Owners of the Goods to the cıımer before dellvery.
11. NOnFJCATION ANO DEUVERY
(1) Any mentlon hereln of pıırtles to be notllled of the ırrivııt of the Goods ls solely for infonnııllon oftheCıın1erıındfalluretoglvesuchnotlflcııtlonshııll notlnvolvetheCllrrierlnanyllablllty, nor reHevetheMerchıı ntofanyobıtgıı tfonhereunder.
(2) Where the cıntıge cılled for by thls 6111 of Laıdlng Is ıı Port to Port Shlpment the carrier shıll be at llbcrty to dlsctıar,,ıe the Goods or any pırt thereof without notlcc dlrectty thcy come to hand at or on to ıııy wharf cnırt or plece on any day and at any time whereupon the llıbllty of the Cilnter (lf any) lıı respect of the Goods or thilt pırt thereof dlschırged as afores.ıld shilll wholly ceıııse notwlthstıındlnıı any custom of the port to the contrary and notwlthstıındlng thıııt ıny chırges dues or other expenses mrıy be or become pııyable.
The Men:;hant shıll take dellvcry of the Goods upon dlscharge. Ali eıcpenses Incum:d by reısoıı of the Merdıınts fallure to tıke dellvery of the Goods as aforesııld shıll be tor ttıe Merchant's a=unt,
(3) Whcre the Carrlage called for by thls 8111 of l.Jıdlng Is COmblned Transport the Men:;hınt shıll take deUvery of the Goods wlthln the time provlded ror in the Clrrier's appllcable nırtrf (see dause
(4) If dellvery of the goocls or ıııy pert thereof ıs not tıiken by the Men:;hıınt at the Ume and plıce when ıınd where the cıınter Is enUtled to caU upon the men:tuıınt to tıike dellvcry thereof whettıer the can1ııge called for by thls BIIJ of t.Jıdlng ısa Port to Port Shlpment or Comblıned Transport the Cıınter stıll be entltled wlthout ııotlce to unstow the Goods or thıııt pıııt thereof lf stowed in Contalnen and/or to store the Goods of thıııt p;ırt thereof ;ıı;J:ıore, anoat, in the open or undcr cover at the sote r1sk of the Mercıııınt. Such storııge shıııt CDnstltute due dellvery hereunder ıınd thereupon the llıbll/ty of the cıınter in respect or the Goods or thıııt pırt lhercof stored 115 rıforesııld (asthecasemıybe)shallwhollyceaseandthecostofsuchston,ge(lfpııldorpayablebythe carrıer or ıııy agent or Sub•coıııtractor of the Cllrrier) shııll forthwlth upon demand be pald by lhe Merchııınttothecıımer.
(5) If the Men:;hant fılls to tıike dellvery of the Goods wlthln thlrty dııys of deHvery becomlng due un6er sub·clıııuse (2) or (3) above or if lıı thc optlon of the Clrrier they are llkcty to detertorııte, decay, be<:ome worthless or Incur charııes whether for storage or otherwlse in eKcess of the!r value ııınd whethe< the cııırlıge ısa Port to Port Shlpment or comblned Transport the cıımer mıııy wlthout prejudlce to ıııny other r19hts whlc.h he may hıve ııgelnst the Merdıııınt wlthout notlce and wlthout any responslbllty wtı.ııtsoever ıttachlıg to hlm, sell or dispose of the Goods and app1y the proceeds of sııe lıı reductıon *of* the sums due to the carrıer from the Merchant in respcct of thls BIII oft.Jıdlng.
12, FREIGHT AND CHARGU
(i) Frelght on the goods shell be deemed eıımed wheıı the goods are recelved for shlpment, ıınd shatl be pald vesseı and/or ııoods ıost or not ıost. The frelght together w!th charges shııll be due ınd pııld to the cınter at the port of shfpment (unless otherwise ıı greed) at the time of the vessel s.ıılllnglntherequlredfrcelytrıınderablectırrencycalculatedatthemeıınsoftheclosIngrııtesof eıcchenge ın Turlcey ıt the Ume of the vesseı sıılllng.
(ll)Interestshellbep.aldonanyfrelghtprfmıı geandchangesremııl nlngunpeldıı fterduedetcof pıı yment. Thefrelghtpayablehereunderhısbeencalaıılatedıındbıısed uponttıeparticıı larsofthc ıı oods t'umlshed by the Shlpper to the Clnier. The Cinier stııll be entltted ııt ıııy time to open ıınd to re-welght or re•me1sU1"e or re•value ııııy <jjJOOdS and lf the welght or meHurement or vıı tue ıs fumlstıedbytheSh1pperlsfoundtobelnCDrttct,fre!ghtshallbepııidbytheMen:hıı ntonthe cxcess welght or meıısurements or vııl ue 50 aKertalııed to<jjlether wlth the experıses inddent to re· welghlng or re•measurlng or re•valulıı g whlch expenses shııll be cons!dered as frelght. Tlıe Merctıı ınt shell, lf requlred by thı: Carrler 50 to do fumlsh forthwlth on demınd to the Merchıı nt the rnvolce ora truecopy thereofrelatfng to the<jjJOOdS.
(111) The Merchınt sheU comply wlth the reııuıı tıons ıınd requlrements of Port, Customs ıınd other Authorilles and shall be llıble foran dutles, taxes, tlncs, Jmposts, expenses, loss or damııge of whatsôcver nııture·ımposcd on the goods or the cınter/Vessel in CDnnectlon ther-lth. in the event *of* goocls not complylng wlth the port customs or other fe<jjlulıtlons at the port of dischıırge or ııny of the ııforesııld mıtters, ırtsing and entry bı:lng refused by the Port, Customs or other ıı pproprtııte Authorttles, cıırrier shııll be at llberty to bring back or re•shlp such goods to ttıe port or shlpments at the 50le risk ıınd expense of thc Merchıınt. The Cllrrler shilll be entltled to recover the costsbyrea50nofthecompllancewlththese regulııtlonsorrcqulrementswhethercaused by negllgenceornot.
(iv) The Merctıant shııll further be llıble to pay on demand dııy by dııy ııll ston,9e chilrges and/or demumıge chııı rges in regıı rd to conta!ners {as deflncd herein) in a=rdance wlth the tarlff whlch may be obtııl ncd from lhe Clln1er.
13. CARRIER'S UA8tLrnES iN THE EVENT OF BLOCKADE, DELAY, ne.
in cıise of wıır, hostllltles, strlke, port congestlon, lodc•outs, stopp.ages, dvll commotıorıs, quıırıı ntlne, lce stonn on ıny other cause whııtsoever beyond the cırrter's control (whether any of the fote9()1ng are ıctuııl or threetened and whether *or* not exıstııg or ıı ntldpııted at the commencement of the voyage) whlch mattı:rs or any of them in the jud<jjlment of the Master or Clrrler (elther of whose declstoıı shall be ıbsolute and blndlng on ali pırties) may result lıı dımıııe to, orlossofthevessel, orglve rtse to rlskofcaplure, seııure ordeıentıon ofvesseJ orcargo, are llkelytopreJudlcetheInterestofthevesselIndudlngherfuturecn9119ementsıırıd/orhercargo whether by detay or olherwlse howsoever or mıı ke it unsafe or lmprudent ror ıny reıı son to procced on orcontınue the voyage orhercarrlıı ge by larıd oreııterordlscharge ıtthe port ofor plııceofdlschıırgeortransshlpmentor<jj1lverisctoanydelııyordlfflaıltylnreıı chlngdlschıırgeor leıı\llngtheportorplııceofdlschıırgeortnınssh!pmentortheplııceofdellvervtheCllrr1ershıı\l hııve the fol!owlng Ubertles ıııy wıı rrınty or rule or Lııw ıı otwithstandlng.
(ıı)Toproceedto suchconvenlentport,ıısthe(;arrlershalllnhlsebsolulcdlscretlonsclcctınd dlschıırııe thegoods.
(b) Tocarrythegoods badctothecountrvofshlpmentıınddlschilrgcthı:mthere.
(c) To retrıln the goods on board the shlp and/or rctum them to the o,tglnııl port of dlsctıır,,ıe ln the sıımeorsubstllutedshlpıındthcredlschıırgethı:goodsatthesolerlskıı ndexpert.fseofthe Shlpper/COnslgnee and/or Owner of the goods.
(d) To ııbıındon the carriıı ge of the goods by lend at such convenıent plıı ce as the carrler shaH in hls absolute dlscre:tlon select, ınd dlsctıarge the goods from the contalner.
Wheıı the goocls have been ııbandoned or dlscharged from the Shlp or contalner ııs hereln provlded they shııU thereafter be at the soıe risk ıınd eıcpense of the Merchant ıınd such dlschıırve shall constltute a full peıformance *of* all the c.arrler's obllgııUons hereunder. The Qınier, Master or Agents glvlng ımmedlate notıce of such dlscharge to the Men:;hant of the goods so far as he ıs known.
(e) Fult frelght and charges shıll be deemed to be eamed hereunder ıınd the Cilrrier shall be entitled to pııyment tor ali extra eıcpenses incurred ın the perfonnance of the forego!ng llbertıes lor whlch (togcther wlth frelght ıınd chırges) he shııll hııve ıı ilen on the goods. The Canier shall ln ıddltlon to be entltled in ıııy of the aforesald cın:ı..ımstances to lcvy on the goods addltlonal ctııı rııes represeııtlng the ınterest cost to the camer (lncludtng but no limited to ıı ddltlonal lnsuranceandbunkercosts)
14. CERTAIN RJGHTS ANO tMMUNinES FOR THE CARRJER AND OTHI:R PERSONS
(1) The cıın-ıer shııH be entıtled to sub-contract on eny terms the whole or ıııy part of the can-ııge
(2) The Merchant undertıı kes thrıt no clıılm or allegııtıon shall be made agalnst any persoıı or vessel whatsocver; other then the Carrler, lndudlıg but not limited to the Cllrrler's servants or ıı gents, any Independent coıı tractor and his servants or ıı gents, and ııı others by whom the whole or any pıı rt of Cilrriage whelher dlrectıy or indirtttly, ls procured, peıfonned or undertııken, wh!ch lmposes or ııttempts to lmpose upon any such person *or* vessel any llıbillty whatsoever ln connectlon wlth the Goods or the cıın1age; ıınd lf any daim or aııegııtıon should nevertheless be mede to dı:fend, !ndemnify ıınd hold hennless the Canier ıı galnst ııll consequences thereof. Wlthout preJudlce to thc foregolıı g every such person or vesset shall have the beneflt of ;ıll provlslons hereın benelltlng the carrler as lf such provlslons werc eıcpressly ror his benefit ııd in theenter1n9 lnto hls contrııct the camer to the extent of these provlslons, does so ıı ot oıı ly on his own behı1f but also as agent ortrustee for'Such persons and vessels and such nersons and vessels shııtl to thls extent be or be deemed to be pıırtıes to thls contrııct.

(3) The Merchant shıı U defend, lndemnlfy rınd holds hıırmless the can1er ıgıılnst ııny daim or llablllty (and any eıcpen54! arislng there from) arts!n9 from the Cllniage of the Goods ınsofar as sı.ıch cıaım or llablllty eıcceeds the Cıın1er's lllıbillty under thls 8111 of Lııdlng.
(4) The defenses and llmlts of Hıı bllIty provlded ror in thls Bili ofl.aıding shall apply in any actlon agıılnst the cıın-ıer whether the ııctlon be found in contrııct or in Tort.
1$. DANGEROUS GOODS
Goods of ı dıı ngerous or hıızıı rdous nıı ture and for radloactlve meter1ııl must not be tendered for shlpment unless a written certtflcate of de,clanıtron has been prevrous1y glven to the can1ers, sub• caniers,masteroragentofthevesselstatlng.
(a) That the goods ind If applicable, the contatner; flet tnıller ete. are adequately packed.
(b)Thecorrecttechnlcal nameand classofgoods.
A spedıl stowage order glvlng consent to shlpment must also be obta!ned trom the Carrler. The Men:;hant wlll be llable for all damage loss and eıcpense whatsoever lf the foregolng provlslons are notcomplled wlth.
16. THE SCOPE OF THE VOYA.GE
The scope of the voyage here!n contrııcted for shall lndude usuııl of cı.ıstomııry or advertlsed port of call whether named in thls contnıct or not, aıso ports in or out of the adveıtlsed, geogra phtcaı, ı.ısuııl or ordlnııry route or order, even though in proceedlng thereto the vessel mııy s.ıll beyond the port of dlsc.harge; or in a direction contnıry thereto, or retum to the ortglnııl port or depııı rt from the dlrect: or cuslomary route, and lncludes alt canııls, stralts ınd other wııters. The vessel may cali at ıııy port tor the purpcıses *of* the current voyage or ofa prior or subsequent voyııge. lhe ves.sel mııy omlt cıı111ng at ıny port or ports whether scheduled or not and may cali at the sııme port more than once: may for matters occurring before ıoadlng the goods known or unknown at lhe time of· such loadlng and matters occun1ng arter such loading elther wlth or wlthout the goods or passengers on boıırcl ınd before or arter proceedlng towıırds the port of dlscharge adJust compasses, dry tock, go on wııys or to repalr yıırcls, shlft berths, undergo, degıısslng, wiplng or slmllar measures, make trtaı trtps or test, take fuel or stores, embark or dlsembartc passengers crew, worlcmen or the other persons, remeln in port, sııll wlth or wlthout pllots, tow ıınd be towed, and save or attempt to sııve life or propcrty, anythlng done or not done lıı aımpllıı nce wlth the above shıH be deemed to be done or not done·ın fullllment of the contractual voyage. The Canter shall not be responslble for ıııy ıoss sustalıı ed by lhe Merctıııınt through delay of ıırrlvaı of the goods.
17. MATTERS AFFEcnNG PERFORMANCE
(1) If at any time the carrlage ıs or ıs llkely to be ıffected by any hlndrıınce, risk, delıy, dlfflcult or dlsııdvantage of ııny kInd (lndudlng the condltlon of the Goods), when so ever and howsoever arlsing (whether *or* not the Qırrlıı ge has commenced) the Cıırrier may:
(a) Wlthout notlce to the Merctıııınt ııbandon the eerrııııı e *of* the Goods ınd where reasonably posslble plııce the Goods or ıııny pııı rt of them at the Merchıınt's dlsposal at any plıı ce whlch the carrıer mııy deem sııfe and convenlent, whereupon the responslbllity of the cıımer in respect of such Gooclsshallceıı se.
(b) Wlthout preJudlce to the Cllrrier's rtght subsequently to ıbandon the C3n1age under (ıı) above, contlnue the Clrrlıı ge. in ıııy event the Cırrler shall be entltled to full Charges on Goods recelved *tor* Qırriıı ge and the Men:;hant shell pay any additional cost resultlng trom the above-mcntıoned dn:ı..ımstances.
(2) The lllıbllIty of the C&nier in respect of the Goods shııll ceıı se on the deHvery or other dlsposltlon of the Goods in ıı ccordıınce wlth the orders or recommendatlons glven by any govemment or authority or ıııy person.actıng or purportlng to ıı ct as or on behalf of such govemmeıı tıuthority,
18. SUBSTITUTJON OF VESSEL, TRANSSHIPMENT, FORWARDJNG
Whenever the canter or the Master may deem it advlsabte, or, in any c.ase, where the goods ıire conslgned to a polnt where the vessel does no eıcpect to dlsctıı roe, lhe Cıınier or Master may without notıce, tran!';shlp the whole or ıııy pııı rt of the goods ııt the orlglnal port of shlpment, or any, other place or places even though outsıde the scope of the voyage or the route to or beyond the port of dlschallfe or the destlnatlon of the goods, and forwıı rd the goods, to the port of destlnııUon by ıııy vessel, vessels or other meıns of transportııtlon by wııter or by ıand or by aır or by any such means, whether operated by the Can1er or by others and whether departlng or anivlng or sc.heduled to depart or arıive before or aft.er the vessel eıcpected to be used ror the trıı nsportatlon of the goods. Thls cıırrier lıı maklng ıı mngements for ııny transshlpplng or forwardlng vessel or means of transportatlon shııU be consldered solely as the forwıı rdlng ıı gent of the Merchıı nt and wlthout any responslbHlty, whatsoever. The can1age by any trıı nsshlpplng or forwardlng carrıer and ııll trıı nsshlpment or forvııı rdlng shııll be subject to ali the terms whııtsoever in the regulıı rform of Bili of Laıdlng, frelght note, contr.ıct or other shlpplng documents used at the time by such Qınier; whether ıssued for the goods or not, and even though such tenns may be less fııvorab!e to the Merchant than the terms of thls B!II of Laıdlng, Pendlng or durirıg transshlpment the goods mııy be stored ııshore or afloııt at thelr eıcpense and thls Cın1er or his Agent shaH not be llabte for ıoss or dıımage to the goods after dlscharge from his vessel, howsoever such loss or damagc ar1ses, lncludlng damages ıınd losses due to detentıon or delıı y, even lf the goods are in the custody of the Carrler or his Agent or put lnto hulk or craft be!onglng to the Carrler or his Agent. The Carrler mıy delay forwardlng ıı walting a vessel or aınveyance rn his own service or wlth whlch he has establlshed connectıons. The responslbllity of thls Cıırrier shııll be limited to the part of the transport peıformed by hlm on vessels owned by hlm and no daim be acknowledged by the Canier for dıımıge or loss arisln9 durin9 aııy part of the transport even though the frelght for the whole transport has been collected by hlm.
19. OPTION
The port of dlscharge tor optlonal goods must be declıı red to vesseı's Agents at the flrst of the optıonııl port nımed in the optlon not later than 4B hours before the vessel's ıırrtvııl there, or fılllng such dedaratıon the cıımer may eıect to dlscharge at the llrst or ıııy optlonal port and contrııct of carrlege shall then be consldered fulfllled. Any optlon must be for the total quıı ntlty of goods under thisBll1ofLııdlng.
20. CARRJER'S RJGHT OF DJSPOSAL
Wlthout prejudlce to cıause 8 above. If the goocls are not taken by the Men:;hant wlthln 21 dıys of dlschıı rge (or in the case of perishab1e goods wlthln 2 dııys), the carrler shell be at llberty and without notıce to the Merdıııınt of the goods to nbıındon them to the ıı pproprtate authorlty or sel! the goods as saıvage for the account of whom it may concem where the Carrler at thls sote dlscretloıı rea50nıı bly beHeves thilt the vııue that would be obta!ned in the sale or ıı uctlon of the goods (le55 commlsslon) wauld be less thıın the outstanding (and in the case of per1shııble 9oods antlclpated)storaııeandsimilarchıırges.
21. OE.5CR1PTION OF GOODS
No representııtlon ls mııde by the Qırrier as to the welght, contents, measure, quantlty, quıllty, descrtptıon, condltlon, mıırtcs, numbers or value of Gocıds and the Clırrier shall be under no responslbllIty whatsoever in respect *of* such descrlptlon or paıtlculan.
22. TEMPERATURE CONTROLLEO CARGO
(1) nıe Merdıant undertakes not to tender for transpartaUon any Goods which requfre temperatı.ıre control wlthout p,evlously glvlng wıftten notlce (and filllng in the boıc on the front of thls cıırgo Recelpt If thls Cargo recelpt has been prepıred by the Merdıınt or ıı person actlng on hls behıılf) of thelr nııture and partlcular temper11ture rıınge to be maıntıııned and in the case of ıı temperature controlled COnla!ner stutfed by or on behalf of the Men:;hıınt further uııdertıikes that the COntııl ner has t,een property precooled, thet th"e Goods have been proper1y şţuffed in the COntalner and thııt lts thennostatlc controıs have been proper1y set by the Men:;hent before recelpt of the Goods by the cıırrier. If the ııbove requlrements are not compHed wlth the Cllnier shııll not be llbte for ııny loss of or dıımııge to the Goods caused by such non-compUınce.
(2) The Qrrier undertakes to provlde shlp's electr1c current to keep the refr1geratıon systems of the contııı ners plugged whllst on board ıınd control and set the thermostatlc controls on the pırticular temperıı ture range as descrtbed by the Men:;hıınt on the front of thls Bili of Lııdlng.
(3) lhe cınter shııll not be Uable for any ıoss *of* or damııge to the goods artslng from defects, derııngements breıkdown, stoppıı,ge of the tempenıture controllIng machlnerv, plınt, ınsulıı tıon or any apparıı tus of the contaıner provlded thıı t the Carrler shııll before or at the beglnnlng of the Cantıı9e eıcerclse due dlllgence to maıntaln the refıfgerated contalner in an efflcleııt state, provlded thııttherequlrementsasstatedln(2)arecompUedwlth,
(4) The cıırrter shııll in no way be obllged to carry out ııny repalr wor1t to malntaln the efffdent stııteoftherefrtgerated contalners.
23. UMJTATION
The monetary llablllty of the Carr1er shall not eıcceed the appllcable llmlts of Uabltlty under The Hague/Hague Vlsby Rules (whlchever shall be applicablc), The appllcablc unlt for the purposes of package llmltation shall be the number *of* contalners referred to on the fııce of the 8111 of Lııdlng.
24. VARIATION OF THE CONTRACT
No servants or agent of the Cıırrter shall have the power to walve or vary any of the terms hereof unless such wııl ver or vartııtlon is in wrttlng ınd ıs spedally authortzed or ratlfled in wrltlng by the Canier.
25. LA.NDJNG CHARGES
The Goods shall in ali cases be ıanded by the vessel and not by the Men:;hant. Ali the larfdlng charges aııd all expenses arısıng after dlschıı rge of the cargo indudlng dlscharge on to quay, surtıııc d·entrepot, stevedortng hındling, overtlme, tally, quıı y dues, wharfage dues, storage ete shııll be payabte by the Mcrchants ıı ga!nst dellvery, Ughterage and eıcpenses of weighlng, measurtng, valulng and countlng cargo lf any, at port of discharge, to be pald by the Merchant of the goods, any custom or alleged custom of the port to the contrary notwlthstandlng.
26, UABILJTY OF SERVANTS A.ND SUB·CONTRACTORS
it Is hereby eıcpressly agreed that no servants or ıı gent or the cıırrıer, lndudlng any lndependent sı.ıbcontractors employed by the Carrler in ıııy cln:;umstances whatsoever be under any llabllity whatsoeve'r to the Merchant for any ıoss or damage or delay of what:soever kInd artslng or resı.ıltlng ,directıy or lndlrectly from any act neglect or defııult on his part whlle aı.ting ın coui--se of, or in connectlon wlth his employment and wlthout, preJudlce to the generallty of the foregolng provlslons in thls clause every eıcceptlon, llmltatlon, condltlon and llbeıty !"ereln contalned and every right eıcception from llablllty, defense and ımmunlty of whatsoever ıiıture appllcable to the carrıer or to whlch the c.arrter ls entıtled hereunder shall ıııso be avaıteble ıınd shııll extend to protect every such servant or agent of the Carrler (lncludlng ıııy stevedore, terminal operııtor or ıııny other Independent contractor) actlng as the aforesald and for the purpose of the foregolrıg provlslons of thls cıause the camer IS or shaU be deemed to be actlng as agent or trı.ıstee on behalf of and for the benellt of ali persons who ıire or mlght be his servant or ıı gents (lnciudlng ııll lndependent contractors as aforesııld) and all such persons shall to thls eıctent be or be deemed to be paıtytothls SUlofLadlng.
27. SHJPPER'S / MERCHANT'S RESPONSIBILJTY
(1) The Shlpper wamınts to the Canier that the particular reıatıng to the Goods as set out over1eaf hes been checked by the Shlpper on recelpt of thls Bili of Lııding and thıt such partiaılıır and any other pııtlculars fumlshed by *or* on behalf of the Shlpper ıre correct.
(2) The Shlpper shall indemnlfy the Carrter agalnst al loss damage flnes and eıcpenses arlsIng or resultlng from ınaccuracıes in or ınıdequacy of such partlculars or from any other cııı.ıse in connection wıth the Goods for whlch the Oırrier Is not responslble.
(3) lhe Merchıınt shııll comply wlth an regulııtlons or requlremeıı ts of customs port or ıny other authorttles and shaH bear and pay all duUes taıces, flnes, ımposts, eıcpenses or charges or losses lnaırred or suffered by reason thereof or by reason of any illegal rncorrect or lnsufffclent mıır1tlng, numbering or ıı ddresslng of goods and lndemnlfy the Cllrrier in respect thereof.
(4) Where contalners owned or leased by the Carrler are unpacked by the Merchant he Is rcspons!ble for rctumlng the empty Containers wlth lnterton; brushed and clean and wlth all lts accessories, lf any to the pcı.rt or place of dlscharge or to the port or place des!gnated by the Canier, his servants or agents wlthln the time prescribed to them. Should a Contalner not be retumed wlthln the prescrlbed time, the Merchant sha11 be llable for any demı.ımıge, loss or eıcpense whlch may artse from such non·retum.

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