

BILL OF LADING

1. DEFINITIONS

„Carrier“ means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed. „Carrier“ is Swan Container Line GmbH & Co. KG, Elbchaussee 360, 22609 Hamburg, Swan Container Line GmbH & Co. KG, Zweigniederlassung, Am Sandtorkai 74, 20457 Hamburg. „Goods“ means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier. „Container“ includes any container (including an open top Container) flat rack, platform, trailer, transportable tank, pallet or any other device used for the transportation of Goods. „Merchant“ includes the Consignor, Shipper, Holder, Consignee, the receiver of the Goods, any person including any Corporation, Company or other legal entity owning or entitled to the possession of the Goods or this Bill of lading and anyone acting on behalf of any such persons. „Holder“ means any person for the time being in possession of this Bill of lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise. „Package“ The word package shall include each container whether the container is stuffed and sealed by the Merchant or on his behalf although the Shipper may have furnished in the Particulars herein the contents of such sealed container. „Freight“ includes all agreed charges and usual and customary surcharges – applicable at the time of taking over the goods - payable to the Carrier in accordance with the applicable Tariffs and this Bill of Lading including Terminal Handling Charges at loading and discharge port, detention, demurrage, container demurrage and detention and all other charges applicable as well as deadfreight according to the applicable law.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

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

4. NEGOTIABILITY AND TITLE TO THE GOODS

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

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

5. SUB-CONTRACTING

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

(2) The Merchant undertakes that no claims or allegations shall be made against any servant, agent, stevedore or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability, whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, stevedore, and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitation of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them, and, in entering into his contract the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and subcontractors.

(3) The expression „sub-contractor“ in this clause shall include direct and indirect subcontractors and their respective servants

and agents.

6. Liability for Pre- and On-Carriage.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

7. CARRIER'S RESPONSIBILITY

I. Port to Port Shipment

(1) When loss or damage occurred between the time of loading the goods by the Carrier at the port of loading and the time of discharge by the Carrier at the port of discharge the Carrier shall be responsible in accordance with any national law making the Hague Rules or Hague Visby Rules compulsory applicable. If no such national law shall be compulsory applicable, the Carrier shall be entitled to the benefit of all privileges, rights and immunities contained in the Hague Rules (as set out in the Convention of 25th August 1924). (2) The Carrier shall not be responsible for loss or damage to the goods, howsoever caused, if such loss or damage occurred before the goods enter ships tackle to be loaded and after the goods leave ships tackle to be discharged. (3) Cl. 7 also applies if the whole of the carriage undertaken by the carrier is limited to carriage from a Container Yard (CY) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge. Cl. 7 I (2) applies if the loss or damage occurred before the goods enter ships tackle to be loaded and after the goods leave ships tackle to be discharged. In case it can not be established where the loss or damage occurred Cl. 7 II (3) hereof apply.

II. Multimodal Transport

(1) If either the place of receipt or the place of delivery set forth herein is an inland point and if contrary to Cl. 6 above it can be established that the Carrier acted as principal and shall procure transportation to and from the sea terminal by rail, truck, barge, feeder vessel or other means of transportation the following applies. (2) The Carrier shall be liable for loss or damage to the Goods to the following extent, but no further. Upon proof that the damage or loss occurred: a) during a part of the transportation which is subject to the Hague or Hague Visby Rules as set forth in Cl. 7 (1) said rules or legislation shall apply. b) during transportation by truck between different countries in Europe according to the Convention on the Contract for International Carriage of Goods by Road dated 19th May 1956 (CMR); c) during transportation by truck in non-European countries with € 2 /kg c) during transportation by rail between different countries in Europe in accordance with the International Agreement on Railway Transportation dated 25th February 1961 (CIM); d) during transportation by air between different countries in accordance with the Convention for the Unification on certain rules relating to international carriage by air, signed Warsaw 12th October 1929, as amended by the Hague Protocol dated 28th September 1955 respectively by any further amendment/protocol (eg. Montreal protocol) applicable in the country of departure and arrival. e) during transportation by barge in accordance with the Hague- or Hague-Visby Rules as above. (3) When it cannot be established in whose custody the goods were damaged or the loss occurred, the damage or loss shall be deemed to have occurred during the sea voyage and the Hague Rules as defined above shall apply.

8. DELAY AND/OR CONSEQUENTIAL DAMAGE

The carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in clause 7 the Carrier shall in no circumstances be liable for any direct or indirect or consequential loss or penalties or fines or any other damage caused by delay. There is no liability whatsoever save as per clause 7 above for direct or indirect or consequential loss or penalties or fines incurred for any other cause. If any court of law determines that the carrier is liable for consequential damage because of delay or any other cause such liability shall in no way exceed the freight for the transport covered by this Bill of Lading.

9. COMPENSATION CLAUSE

Unless compulsory applicable law provides otherwise the compensation to be payable in case of loss and/or damage to Goods as per Cl. 7 shall be calculated as follows: a) In no case the indemnification exceeds the invoice value of the Goods plus freight charges and insurance if paid. If there is no invoice value of the Goods, any indemnification shall not exceed the

value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the Goods shall be fixed according to the Commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. b) Compensation shall not, however, exceed Euro 2.00 per kilo of gross weight of the Goods lost or damaged or 666,67 SDR per container whichever is higher. c) Higher compensation may be claimed only – but in no case exceeding the indemnification payable according to the applicable law as per Cl. 7 above when, with the consent of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in this Bill of lading. In that case the amount of the declared value shall be substituted for the limit as per Cl. 7 (a) above. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

10. GENERAL

The terms of this Bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

11. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the Goods into the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of lading. If the loss or damage is not apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

12. DEFENCES AND LIMITS FOR THE CARRIER

The defences and limits of liability provided for in this Bill of lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

13. DEFENCES AND LIMITS OF LIABILITY FOR THE SUBCONTRACTORS, SERVANTS AND AGENTS.

(1) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(2) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(3) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(4) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

14. SHIPPER-PACKED CONTAINERS

(1) If a Container has not been stuffed by the Carrier, this Bill of lading shall be a receipt only for the Container(s) and the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by: a. The manner in which the Container has been filled, packed, stuffed or loaded; or b. the unsuitability of the contents for carriage in Containers; or c. the unsuitability or defective condition of the Container which would have been apparent upon

reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.

(2) The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

15. CONTAINERS

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

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

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

(A) the Carrier shall not be liable for loss of or damage to the Goods.

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

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

(iii) caused by the unsuitability of defective condition of the Container provided that where the Container have been supplied or on behalf of the Carrier, this paragraph (iii) shall only apply if the un unsuitability or defective condition arose.

(a) without any want of due diligence on the part of the Carrier or

(b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.

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

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

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

16. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such Package or Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation. to take any particular measures and the Carrier shall not be liable for any loss, damage or delay howsoever arising from any action or lack of action under this clause.

17. DESCRIPTION OF GOODS

(1) This Bill of lading shall be prima facie evidence of the receipt by the Carrier an apparent good order and condition except as other-wise noted of the total number of Containers or other packages or units enumerated overleaf.

(2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

18. RETURN OF CONTAINERS

(1) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(2) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

19. SHIPPER'S RESPONSIBILITY

(1)The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct and that no omissions have been made with respect to the contents of the containers, the description of the goods with respect to their characteristics and quality.

(2)The Shipper shall indemnify the Carrier against all loss, damage or expenses arising or resulting from inaccuracies or inadequacy or omission of such particulars.

20. FREIGHT AND CHARGES

(1)Full freight shall be payable at Carrier's option on gross weight, measurement or value as set forth in Carrier's tariff, based on shipper's particulars for the goods. Carrier shall have the right, but not the duty to open packages or containers and, if shipper's particulars are found to be erroneous, the shipper, consignee and the goods shall be liable for the correct freight charge and any expenses incurred in examining, weighing, measuring or valuing the goods.

(2)Full freight to the port of discharge named on the face of this document and all advanced charges against the goods shall be considered completely earned on receipt of the goods or any part thereof by Carrier, even though the Vessel, or other means of transport, or the goods, are damaged or lost, or the voyage is frustrated or abandoned.

(3) If the booking has been cancelled prior to receipt of the goods or any part thereof or after receipt before shipment of the goods or part thereof has been effected deadfreight is payable in the amount of the freight agreed less costs and expenses saved by not performing the sea carriage. It is presumed that the freight is payable in the full amount if the shipper is not proving the exact costs and expenses having been saved. In any case deadfreight will have to be paid for not less than half of the freight agreed for the goods or part thereof not having been tendered for shipment.

(43)All sums payable to Carrier are due on demand and shall be paid in full in Euro, at Carrier's option, in its equivalent in the currency of the port of loading or the port of discharge, or as specified in tariffs or conference agreement and shall be paid non-returnable in any event.

(54)The Merchant i.e. Shipper, consignor, consignee, holder as well as beneficiary hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, detention, container demurrage and detention, General Average and other charges due hereunder – even after delivery of the goods/container or their return - , without discount, together with any Court costs, expenses and reasonable attorney fees incurred in collecting any sums due to the Carrier. Payment of ocean freight and charges to a freight forwarder, broker or anyone other than the Carrier or its appointed and authorised agents shall not be deemed payment to the Carrier and shall be made at payers sole risk. Merchant to remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier.

21. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contract with the merchant and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

22. OPTIONAL STOWAGE, DECK CARGO AND LIVE STOCK

(1)The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.

(2) Goods whether stowed in containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of lading any statement of such on deck carriage. Such goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules or the Hague Visby Rules, whichever is applicable.

(3)Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and live-stock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage

of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

23. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant: a. use any means of transport or storage whatsoever; b. transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than the vessel named overleaf or on any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein; c. sail without pilots, proceed via any route, proceed to, return to and stay at any port or place whatsoever (including the port of loading herein provided) in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or oftener for bunkering or loading or discharging cargo or embarking or disembarking any person(s) whether in connection with the present, prior or subsequent voyage or any other purpose whatsoever, and before giving delivery of the Goods at the port of discharge or the place of delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or be towed, make trial trips, adjust compasses, or repair or dry dock, with or without cargo onboard; d. load and unload the Goods at any port or place (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such port or place; e. comply with any orders or recommendations given by any government or authority or any person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.

(2) Anything done or not done in accordance with sub-clause 1 or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

24. MATTERS AFFECTING PERFORMANCE

If at any time the performance of the contract evidenced by this Bill of lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind – including ice and strike -which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

25. PERISHABLE CARGO – TEMPERATURE CONTROLLED CARGO

(1) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier. In case of refrigerated Container(s) packed by or on behalf of the Merchant, the Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever rising.

(2) The term „apparent good order and condition“ when used in this Bill of lading with reference to goods which require refrigeration does not mean that the goods, when received were verified by the Carrier as being at the designated carrying temperature.

(3) The Carrier shall not be liable for any loss or damage to the Goods arising from defect, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container.

26. DANGEROUS GOODS

(1)The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.

(2)If the requirements of sub-clause 1 are not complied with the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier.

(3)Goods which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be unloaded, destroyed or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under 1 above, the Carrier shall be under no liability to make any general average contribution in respect of such goods.

27. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

28. NOTIFICATION AND DELIVERY

(1)Any mention in this Bill of lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2)The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.

(3)If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of lading, the Carrier may without notice unstow the Goods or that part thereof and/ or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.

(4)The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of lading.

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

(6)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 the Goods at the sole risk and expense of the Merchant.

29. BOTH-TO-BLAME COLLISION CLAUSE

If the carrying ship comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, 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 arriving ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. 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 to a collision, contact, stranding or other accident.

30. GENERAL AVERAGE

(1)General average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1974 as amended 1990, this covering all Goods, whether carried on or under deck.

(2)Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

31. NEW JASON CLAUSE

(1)In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

(2)If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

32. VARIATION OF THE CONTRACT ETC.

No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

33. LAW AND JURISDICTION

Any claim or dispute arising under this Bill of Lading including any disputes relating to freight or other sums payable to the Carrier are subject to English law and jurisdiction, but if the Carrier is Plaintiff to the claim or dispute and so elects, such claim or dispute may also be determined by the court of the place where the Defendant has his registered office or principal place of business.

34. VALIDITY OF CLAUSES

This Bill of Lading is subject to the compulsory provisions of law under which the contract of carriage falls. It is being understood that if any stipulations of This Bill of Lading shall wholly or partly contravene those provisions, this Bill of Lading shall be read as if such stipulations (but only to the extent they shall so contravene) and no further were deleted herefrom.