

Danmar Line Bill of Lading Terms and conditions

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Carrier means Danmar 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 member of the Carrier Group, which are the Shipper and/or its subsidiary or its affiliate.

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 contain the Goods.

Container Equipment means any binders, wooden plattens or equipment fitted in a Container or connected thereto or any hanging rack, frame or bars or equipment on the Container.

Export Controls means any prohibition or restriction on the import or export of goods imposed by any state, county, 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 of lading.

Goods means the whole or any part of the cargo, described on the front of this bill of lading and includes any packaging 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 includes any and all claims, demands, losses, damages, liabilities, fines, penalties, costs.

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

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

Package means the 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 any other jurisdiction.

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, county, 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, carriage, unloading, unpadding, de-stuffing, storage, warehousing and handling of the Goods, any value added services and any 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 documentation, customs and information technology processes (including DHL Ocean Service).

SOLAS 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.147) published by the International Maritime Organization.

Sub-contractor includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, ro-ro, rail and air transport operators, forwarding agents, lien agents, customs brokers, warehousemen and any other engagement contractor or subcontractor or agents employed by the Carrier in performance of the Services and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

Unloading includes any bill of lading operation (including, but not limited to, weighing, cargo receipt or other document pertaining to the transport of the Goods issued by a Sub-contractor to govern its carriage obligations).

US Carriage means any carriage to, 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, vessel, barge, tanker, tugboats 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 unless consigned "to order", to the order of a named person, or "to bearer".

2.2. Requests for substitute bills may only be made by the bill 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 subject to the person making the request providing the Carrier with (i) the full set of the original bills of lading and (ii) a 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 had reasonable means of checking.

2.4. In addition to being able to rely on this bill of lading, the Carrier has accepted Compulsory Legislation providing otherwise, the right to avoid or limit and to invoke any limitation or exclusion of liability, immunity, defence, right, remedy and law and jurisdiction clause contained in any Underlying Bill of Lading as if the Carrier were the carrier referred to in the Underlying Bill of Lading (copies of said 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 become the owner of the Goods and 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 (ii) are in conformity with the actual state of the Goods.

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

3.1.4. The receipt, carriage or the 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 packed, prepared, packed, stowed, lashed and/or marked by or on behalf of the Merchant, and the preparation, packing, stowage, labelling and 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 of this bill of lading will or might expose the Carrier, the Carrier's Agent, the Sub-contractors or any of their employees, servants, agents, insurers or reinsurers or any Sanctions (or risk of Sanctions) or liability whatsoever imposed by any state, county, international governmental organisation or other relevant authority;

3.1.7. none of the persons falling within the meaning of Merchant is a Prohibited Person as is owned or controlled by or acting in concert with a Prohibited Person;

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;

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

3.1.11. The Merchant shall be responsible, and reimburse the Carrier, for all duties, taxes, imposts, levies, customs, fines and outlays whatsoever (including but not limited to any expenses incurred by the Carrier complying with the requirement of any Relevant Authority in relation to the Goods or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods).

3.1.4. All of the persons acting within the definition of Merchant in this bill of lading 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 its behalf, gives the Carrier written notice of the nature of the Dangerous Goods prior to the Carrier's receipt of the Goods and the Carrier agrees 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 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, the Carrier shall be liable to the Merchant for any expenses incurred by 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 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 agrees in writing to deal with the Special Control. The Merchant's notice will include the nature of the Goods, the particular temperature range, ventilation or other special controls to be maintained. The Merchant undertakes that any Container loaded by or on behalf of the Merchant, in which appropriate, shall be properly packed, prepared, packed, stowed, lashed and/or marked by or on behalf of the Merchant, and the preparation, packing, stowage, labelling and marking are appropriate to the carriage and any operations or transactions that may affect the Goods and are in compliance with all applicable laws;

4.3. Goods requiring special control - The Merchant will not tender Goods which have been properly stowed before receipt of the Container of 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 Carrier not being able to reduce temperature or properly ventilated in the required amount. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects in or failure, breakdown, stoppage of the temperature control system or any other special control system, plant, insulation 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 Container. The Merchant's attention is drawn to the fact that refrigerated Containers and dry containers are not considered to be properly packed, prepared, packed, stowed, lashed and/or marked by or on behalf of the Merchant, nor are they designed to carry temperature, nor are they designed to control humidity levels. The term "appropriate good order and condition" when used in this bill of lading with reference to Goods which require special control does not mean that the Goods when received were verified 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 or on deck without liability for loss or damage to the Goods, and the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such deck carriage. All Goods whether carried on deck or under deck shall participate in General Average. Goods carried on deck which are not stowed on the front of this bill of lading shall be deemed to be carried on deck. Any loss or damage or delay or Goods shipped under deck. Goods which are stowed on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss or damage arising during carriage by sea or inland waterway however caused, whether caused by negligence or any other cause whatsoever.

4.5. Inspection of Goods and provision of information - The Carrier or any person authorised by the Carrier or its agent is entitled 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. The Carrier shall not be responsible for any delay or damage caused as a result of that inspection. Where data or information is protected by a password shall be provided to the 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 use of Containers and 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 condition of the Containers and any Container Equipment as stated on the bill of lading.

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 fittings brushed and clean, odour free and undamaged to the port or place designated by the Carrier, his servants or agents, within the time prescribed by the Carrier. Should the Carrier 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 which would be payable or incurred by the Carrier if 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. If a Container has not been stuffed, packed, filled or loaded by the Carrier (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 supplied by or on behalf of the Carrier, this clause 5.2.1 shall only apply if the unsuitability or defective condition could have been appreciated 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 to 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. The Merchant shall provide Carrier with the total gross mass established using calibrated and certified equipment (each such package container (FCU) 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 timeliness of such gross mass information and will use this information to calculate the tare-contents of Containers in accordance with SOLAS.

5.3.2. In the event of any non-compliance by Merchant with clause 5.3.1 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of the Merchant is inaccurate or incomplete, Carrier may, at its discretion and without notice to the Merchant, do either:

(a) establish the total gross mass at Merchant's cost and risk, and as the Merchant's agent, using calibrated and certified equipment of each package container (FCU) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and the deadlines established by Carrier shall apply or

(b) without liability to Merchant refuse to load the Goods (if the Goods are not yet loaded) or, if the Goods are loaded, refuse at Merchant's cost and risk, for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this bill of lading.

6. PERFORMANCE OF THE SERVICES

6.1. Liabilities

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 in 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 as or on behalf of such government or Relevant Authority;

6.1.2. The Berberies 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, unloading repairs, towing and adjustments, adjusting stowage, loading and unloading vessels in all situations. If any action taken by the Carrier under clause 6.1 shall be deemed to be included within the scope of the Services and such action or delay resulting therefrom shall not be deemed to be a deviation.

6.2. Consideration

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

6.2.2. Goods stuff, packed, filled or loaded into one Container and consigned to one person will only be delivered in a Container to the Merchant if all bills of lading in respect of the contents of the Container have been surrendered to the Merchant at a single place of delivery. The Carrier may, at its option, unpack the Container and in respect of Goods for which bills of lading have been surrendered, deliver them to the Merchant on a less than container load (LCL) basis against payment by the Merchant of Freight relating to the container plus 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 and does not constitute an obligation on the part of the Carrier to notify any party 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 Carrier 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 Goods is ready for discharge, 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 undamaged 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 to the Merchant and without any responsibility to itself, abandon or otherwise dispose of the Goods solely at the risk and expense of the Merchant and apply any proceeds of sale in full satisfaction of the Merchant's obligations under this bill of lading.

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, difficulty or disadvantage of whatsoever kind (including the condition of the Goods or an Underlying Carrier becoming insolvent) which cannot be avoided by the exercise of reasonable effort, the Carrier may, without notice to the Merchant, suspend or terminate the performance of the Services.

6.4.2. The performance of the Services as terminated and place of the Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease.

6.4.3. 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.

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

7. CARRIER'S AGENT AND SUB-CONTRACTING

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

7.2. By indemnifying 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 shall be deemed to have no claim or allegation in respect of the Goods or Services whether arising in contract, bailment, tort or otherwise, made by or against any Carrier's Agent or Sub-contractor, if any claim or allegation should nevertheless be made against any Carrier's Agent or Sub-contractor, the Merchant shall be deemed to have accepted and agreed to indemnify the Carrier against such claims.

7.4. Without prejudice to the generality of clause 7.3, and other any rights, duties and defences hereunder, all Carrier's Agents and Sub-contractors, for whom Carrier contracts as agents and liaisons and to the extent of these provisions, shall be entitled to all defences, exemptions, immunities, limitations and liberties to which the Carrier is or may be entitled under applicable laws and regulations.

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.

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 and limited 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 the 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 (i) Article 4(1) of the Hague Rules for Non US Carriage, and (ii) 28 USC 1304(1) of US COGSA for US Carriage, will apply to the carriage of Goods by sea or inland waterway.

8.2.2. The provisions of (i) Article 4(2) of the Hague Rules for Non US Carriage, and (ii) 28 USC 1304(2) of US COGSA for US Carriage:

(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) breach of any of the provisions of this bill of lading by the Merchant;

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

(d) any 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 listed in (i) Article 4(2)(a), (b) and (c), and (ii) of the Hague Rules for Non US Carriage or (i) 28 USC 1304(2)(a)(i), (ii) of US COGSA for US Carriage, the Carrier shall not be liable for such loss or damage, 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. If the Carrier is liable for loss of or damage to the Goods under (i) Article 4(2)(a), (b) and (c), and (ii) 28 USC 1304(2)(a)(i), (ii) of US COGSA for US Carriage, the Carrier shall not be liable for such loss or damage, 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.

8.2.5. Non US Carriage - For carriage which is between the Port of loading and the Port of discharge only, the Carrier shall not be liable for loss or damage to the Goods which are loaded on board the Vessel and all such cargo 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

8.3.1. 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:

8.3.1.1. the value of the bill of lading at the value of those Goods damaged or lost (excluding insurance); and

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

8.3.2. for US Carriage to which no Compulsory Legislation applies, 25DRs per kilo;

8.3.3. for US Carriage, US\$500 per Package or per the freight bill used 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.

8.5. Cargo insurance

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 policy of the insurer 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.

8.6. 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 liability contained in clause 8.7.5.

8.7. General liability provisions

8.7.1. Statutory protection

Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption 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.

8.7.2. 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.

8.7.3. 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.

8.7.4. Notification of claims and time bar provisions

8.7.5. Subject to any Compulsory Legislation:

(a) the Carrier shall be deemed prima facie to have delivered the Goods undamaged and in full unless notified of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been notified in writing to the Carrier by a representative of the person entitled to the bill of lading or of removal of the Goods into the custody of the person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter;

(b) in any event, the Carrier shall be discharged of liability under this bill of lading unless suit is brought within 9 months after the delivery of the Goods or the date when the Goods should have been delivered;

8.7.6. Application of defences, limits and exclusions of liability

The defences, limits and exclusions of liability provided for in this bill of lading shall apply in any action against the Carrier arising out of connection with this bill of lading (including loss or damage to Goods and delay) and whether the claim is for investigating and defending any claims, expenses, claims, losses, liabilities, costs, even if the loss, damage or delay arose as a result of unseaworthiness, negligence, willful misconduct or fundamental breach of contract.

8.7.7. Entire agreement

Save as set out in clause 8.7.8 the Carrier shall not be liable for loss of or damage to any Goods or delay however arising (whether caused by negligence or otherwise).

9. INDEMNITY

9.1. The Merchant shall promptly indemnify the Carrier, the Sub-contractors, the Carrier's Agents or any member of the Carrier Group, their respective employees, servants, agents, insurers or reinsurers against all costs (including the Carrier's costs) of investigating and defending any claims, expenses, claims, losses, liabilities, costs, awards, fines, proceedings and judgments of whatsoever nature whatsoever assumed, incurred or suffered as a result of or in connection with any of the following:

9.1.1. any breach by the Merchant of any of the warranties or undertakings given or obligations undertaken by the Merchant under this bill of lading;

9.1.2. any breach by the Merchant of any of the provisions of clauses 4 or 5.2.2;

9.1.3. any cause arising from or with respect to the Goods to which the Carrier is not responsible for;

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