CONDITIONS of CARRIAGE

LAW AND JURISDICTION CLAUSE

The contract evidenced by or contained in this Bill of Lading is governed by the laws of Switzerland, without regard to the conflict of law provisions thereof. Any claim or dispute whatsoever arising under or in connection with this Bill of Lading shall in any case be determined exclusively by the competent courts of Basel-Stadt, Switzerland, and by no other court.

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 an NVOCC.
'Merchant' includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
'Container' includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate Goods and any equipment thereof or connected thereto.
'Goods' means the cargo, described on the face hereof and, if the cargo is packed into containers, loaded on pallets or unitised into similar articles of transport not supplied or furnished by or on behalf of the Carrier, includes such articles of transport as well.
'Package' means any preparation for transportation whether or not that preparation conceals the Goods.
'Combined Transport' arises where the Carriage called for by this Bill of Lading is not Port to Port.
'Port to Port Shipment' arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.
'Shipping Unit' includes (customary) freight unit and the term 'unit' as used in the Hague Rules or where the Visby Amendments apply compulsorily, in the Hague-Visby Rules.
'Sub-contractor' includes owners and operators of any vessels, stevedores, terminal and groupage operators, Underlying Carriers, road and rail transport operators, and any independent contractor employed by the Carrier in performance of the carriage.
'Underlying Bill of Lading' includes any bill of lading (negotiable or non-negotiable), waybill, cargo receipt or other document pertaining to the transportation of the Goods issued by the Underlying Carrier.
'Underlying Carrier' includes any water, rail, motor, air or other carrier utilised by the Carrier for any part of the transportation covered by this Bill of Lading.
An endorsement on this Bill of Lading that the Goods are **'On Board'** shall mean, that the Goods are loaded on board the ocean vessel named in this Bill of Lading, or loaded on board rail cars, trucks, lorries, feeder ships, barges or other means of transportation and are in the custody of an Inland or ocean carrier for Through Transportation in accordance with the terms of this Bill of Lading.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. NEGOTIABILITY AND TITLE TO THE GOODS

This Bill of Lading shall not be a negotiable document of title unless consigned 'to order', to the order of a named person, or 'to bearer'. If instead consigned directly to a nominated person, delivery may be made, at the sole discretion of the Carrier, to the nominated person only upon proof of identity, as if this Bill of Lading were a waybill. Such delivery shall constitute due delivery hereunder.

4. WARRANTY

The Merchant warrants that in accepting this Bill of Lading and thereby agreeing to its terms and provisions it is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

5. SUB-CONTRACTING

5.1 In addition to the liberties given to the Carrier under the other clauses hereof it is agreed that 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 and thereby subject the Goods to other agreements, including but not limited to the Underlying Bills of Lading, which may, with the full consent of the Merchant, which the Merchant is deemed to have given by accepting this Bill of Lading, lead, or have led, as the case may be, to third parties acquiring rights, defences and immunities in regard of the Goods, including but not limited to the right to destroy, unload, store in the open or in a warehouse, retain or lien the Goods, without any recourse or remedy unless set out in this Bill of Lading or the Underlying Bill of Lading.

5.2 Notwithstanding the foregoing the terms of any Underlying Bill of Lading shall be incorporated herein as if set forth at length (copies of said terms of an Underlying Bill of Lading being available to the Merchant at any office of the Carrier upon request) and the Carrier may avail itself of and invoke any limitation or exclusion of liability, immunity, defence, right or remedy contained in such Underlying Bill of Lading as if the Carrier were the carrier and the Merchant were the merchant referred to in the Underlying Bill of Lading, save that the Carrier may always in addition thereto in its sole and unfettered discretion and without any prejudice invoke and avail itself of all the provisions of this Bill of Lading and save that the Law and Jurisdiction above shall override any other provisions contained in any Underlying Bill of Lading as to the applicable law and jurisdiction.

5.3 Himalaya Clause: For the purposes and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services it makes use for the performance of the contract evidenced by this Bill of Lading. The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier. If any claim or allegation should nevertheless be made against any person or vessel other than the Carrier, the Merchant agrees to indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing, all defenses and limitations of the Carrier shall be available to all persons of whose services the Carrier makes use for the performance of this contract. Such persons shall include, but shall not be limited to, the Carrier's servants or agents, the Underlying Carrier, independent contractors, including stevedores, terminal operators, carpenters, lashers, container repairmen, and all other persons of whose services the Carrier makes use to perform this contract. In entering into this Contract, the Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties of this Contract.

6. METHODS AND ROUTES OF TRANSPORTATION

6.1 The Carrier has liberty to deviate for the purpose of saving life or property, to call at any port or ports in or out of the customary or advertised route, in any order whatsoever for the purposes of discharging and loading Goods and/or embarking and disembarking passengers, or taking in fuel and other necessary supplies or for any other purposes whatsoever, to dry-dock with or without Goods on board if thought necessary or convenient, to adjust compasses, to sail without pilots, and to tow and assist ships in all situations and circumstances. Any action taken by the Carrier under this clause shall be deemed to be included within the scope of the contractual carriage and such action or delay resulting therefrom shall not be deemed to be a deviation.

6.2 The Carrier has the right to carry the Goods under deck or on deck. When the Goods are carried on deck and this is stated on the front page of this Bill of Lading as being carried on deck, the Shipper shall be deemed to have agreed to carriage of the Goods on deck. The Carrier shall not be liable in any capacity whatsoever for any non-delivery, mis-delivery, any delay or loss of or damage to the Goods which are carried on deck, whether or not caused by the Carrier's negligence or the vessel's unseaworthiness.

7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

7.1 The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity and weight as furnished by it and the Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars.

7.2 The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within containers when such loading or packing has been performed by the Merchant or on behalf of the Merchant or by the defect or unsuitability of the containers, when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

7.3 Containers with Goods packed by the Merchant shall be properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier.

7.4 The term 'apparent good order and condition' when used in this Bill of Lading with reference to Goods which require temperature control does not mean that the Goods when received were verified by the Carrier as being at the designated carrying temperature.

7.5 The weight of a single piece of package exceeding 1metric ton gross must be declared by the Merchant in writing before receipt by the Carrier. In case of the Merchant's failure to make such declaration, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall indemnify the Carrier against loss or liability of any kind suffered or incurred by the Carrier as a result of such failure.

8. DANGEROUS GOODS AND CONTRABAND

8.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Carrier and indicate, if need be, the precautions to be taken.

8.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Carrier knew the exact nature of the danger constituted by the carriage of the said Goods shall rest upon the person entitled to the Goods.

8.3 If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except to General Average, if any.

8.4 Whenever the Goods are found to be contraband or prohibited by any laws or regulations of the port of lading, discharge or call or any place or waters during the carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion, without compensation and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such shipment.

9. INSPECTION OF GOODS

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any container or package at any time and to inspect the Goods.

10. 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 declaration, marking, numbering or addressing of the Goods and indemnify the Carrier in respect thereof.

11. PARAMOUNT CLAUSE

The Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels, 25th August 1924, or, but only if compulsorily applicable the Hague Visby Rules contained in the Protocol of Brussels, dated February 23rd, 1968, respectively as enacted in Switzerland, or, if the law of a different country is found to be compulsorily applicable, as enacted or applicable in that country shall apply to all carriage of Goods by sea and where no mandatory international or national law applies, to the carriage of Goods by road and/or inland waterways also and such provisions shall apply to all Goods whether carried on deck (without prejudice to clause 6.2 above) or under deck including the time following receipt prior to loading and following discharge prior to delivery.
In the case of carriage of goods where the contract evidenced by this Bill of Lading is governed by the Carriage of Goods by Sea Act of the United States approved April 16th, 1936 (COGSA) (if the port of loading or the port of discharge is in the United States) or to the Water Carriage of Goods Act of Canada approved August 1st, 1936 (COGWA) (if the port of loading or the port of discharge is in Canada), then the provisions stated in these acts shall apply, respectively, and the Carrier shall have the benefit of any and all rights and defences and limitations to which it is entitled under COGSA or COGWA, as the case may be, for the time the Goods are in the possession of the Carrier or its subcontractors, including the time following receipt prior to loading and following discharge prior to delivery whether carried on deck (without prejudice to clause 6.2 above) or under deck.

12. CARRIER'S LIABILITY

12.1 Port to Port Shipment
The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading on to or subsequent to the discharge from the vessel carrying the Goods. Notwithstanding the foregoing, in the event that any applicable compulsory law provides to the contrary, the carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by clause 11 hereof during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

12.2 Combined Transport
Save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring between the time it takes the Goods into its charge and the time of delivery of the Goods from its charge.

12.3 In addition to all other defences contained in this Bill of Lading, the law incorporated into this Bill of Lading, and the law governing this Bill of Lading, the Carrier shall be relieved of liability for any loss or damage caused by:
a) an act or omission of the Merchant or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;
b) insufficiency or defective conditions of the packing or marks and/or numbers;
c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the Goods;
e) strike, lockout, stoppage or restraint of labour;
f) a nuclear incident if the operator of a nuclear installation or a person acting for it is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy;
g) any cause or event which the Carrier could not avoid or the consequences whereof it could not prevent by the exercise of reasonable diligence.

When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in b) to d) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

12.4 'Notwithstanding the aforesaid, if a Container has been delivered to the Merchant, the Merchant has to prove that the damage to or loss of the Goods has occurred in the period in which the Carrier was responsible therefore in accordance with the terms of this B/L and the law applicable hereto.'

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

13. AMOUNT OF COMPENSATION

13.1 Without prejudice to any applicable limitation of liability in accordance with the provision set forth in clause 11, the basis of compensation shall be limited to the sound value of the Goods damaged or lost (excluding insurance) at the place and time they are or should have been delivered to the Merchant and the freight on a pro rata basis, if paid.

13.2 A) **Any liability of the Carrier shall be limited to the lesser of USD 500 per Package or Shipping Unit or USD 2 per kilogram of gross weight of the Goods lost or damaged, unless clauses 13.2 B), 13.2 C) or 13.2 D) below apply.**
B) Where the shipper can prove that the stage of carriage where the loss or damage occurred was a stage other than carriage by sea, the liability of the Carrier shall be determined by the provisions contained in any international convention or national law which
a) cannot be departed from by private contract to the detriment of the Merchant, and
b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
With respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carrier's contracts of carriage and tariffs and any law compulsorily applicable as well as subject to any liability limitations contained in said inland carrier's contracts. The Carrier guarantees the fulfilment of such inland carriers' obligations under their contracts and tariffs and the terms and conditions contained in these contracts and tariffs shall be incorporated into this Bill of Lading.
If there is no such international convention or national legislation applicable to the stage of carriage, the liability of the carrier shall be determined in accordance with the provisions of clause 13.2 A) above.
C) Where it can be proven that the stage of carriage where the loss or damage occurred was the carriage by sea, then clause 13.2 A) above shall not apply and the amount of compensation shall be determined according to clauses 11. and 12. of this Bill of Lading.
D) Where the stage of Carriage where the loss or damage occurred cannot be proven, compensation shall be determined in accordance with the provisions contained in that compulsorily applicable international convention or compulsorily applicable national law, the application of which would result in the lowest amount of compensation of all such international conventions or national laws that are potentially applicable to individual stages of the carriage. However, if the carriage encompasses at least one stage to which no compulsorily applicable limitation provision contained in an international convention or national law applies, then clause 13.2 A) above shall apply.

13.3 If the Merchant, with the consent of the Carrier, has declared a higher value for the Goods and such higher value has been stated in the Bill of Lading, such higher value shall be the limit. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

13.4 Where the Hague Rules, the Hague Visby Rules or any legislation making such rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with sub clause 13.3, be or become liable for any loss or damage to or in connection with the Goods in an amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation as laid down by such Rules or legislation. Such limitation amount, according to COGSA is USD 500 per Package or Shipping Unit and according to COGWA is CAD 500 per Package or Shipping Unit. If no limitation amount is applicable under such Rules or legislation, the limitation shall be USD 500.

13.5 Where a Container is used to consolidate Goods and such container is stuffed by the Carrier, the Number of Packages or Shipping Units stated on the face of this Bill of Lading in the box *'total no. of containers/packages'* shall be deemed the number of Packages or Shipping Units for the purpose of any limit of liability per Package or Shipping Unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the Package or Shipping Unit.

13.6 (London Limitation Convention) It is hereby agreed by the Merchant that the Carrier qualifies as a person entitled to limit liability under the 1976 Convention on the Limitation of Liability for Maritime Claims. Except to the extent that a mandatory law to the contrary applies, the size of the fund to which the Carrier may limit liability shall be calculated by multiplying the limitation fund of the carrying vessel at the relevant time by the number of TEUs (20 foot equivalent units) aboard at that time for which the Carrier is the contracting Carrier and dividing that total by the total number of TEUs aboard at that time.

14. DELAY, CONSEQUENTIAL LOSS, BOTH TO BLAME COLLISION

14.1 Arrival times are not guaranteed by the Carrier. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause, whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to double the freight applicable to the relevant stage of the transport, or the value of the Goods as determined in clause 13, whichever is least.

14.2 The BIMCO Both-to-Blame Collision Clause shall apply and operate as if the Carrier were the actual carrier and not an NVOCC and the Merchant shall indemnify the Carrier in regard of any and all claims brought against the Carrier by the actual carrier or any other third party by virtue of a Both-to-Blame Collision Clause. A copy of the BIMCO Both-to-Blame Collision Clause may be obtained from the Carrier upon request at any time.

15. NOTICE OF LOSS OR DAMAGE

The Carrier shall be deemed prima facie to have delivered the Goods as described in the Bill of Lading unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to its representative at the place of delivery before or at the time 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.

16. DELIVERY/FCL MULTIPLE BILLS OF LADING

16.1 The Goods may be discharged, without notice, as soon as the Vessel is ready to unload, continuously day and night, Sundays and holidays included. If the Merchant fails to take delivery of the Goods immediately after the Vessel is ready to discharge them, the Carrier shall be at liberty to store the Goods, in warehouse or in the open, at the risk and expense of the Merchant. Optional delivery is only granted when arranged prior to the shipment of the Goods and expressed in this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice to the Carrier's agent at the first port of the Vessel's call named in the option, at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be discharged at any of the optional ports at the Carrier's choice and the Carrier's responsibility shall then cease. If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's judgment the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods solely at the risk and expense of the Merchant.

16.2 Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect to the contents of the Container have been surrendered authorising delivery to a single Merchant at a single place of delivery. In the event that this requirement is not fulfilled, the Carrier may 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. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL service charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

17. NON DELIVERY

Failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed in this Bill of Lading or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the transport operation shall, in the absence of evidence to the contrary, give to the party entitled to receive delivery the right to treat the Goods as lost.

18. FAILURE TO NOTIFY

No claim shall under any circumstances whatever attach to the Carrier for failure to notify the Consignee or others concerned of the arrival of the Goods.

19. HINDRANCES ETC. AFFECTING PERFORMANCE

19.1 The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.

19.2 If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by virtue of clause 19.1 or cause, the liability for which the Carrier is excused by this Bill of Lading, law, regulation or custom, the Carrier (whether or not the transport is commenced) may elect to
a) treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or
b) deliver the Goods at the place designated for delivery.
In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

20. FREIGHT AND CHARGES

20.1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event ship lost or not lost.

20.2 The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following clause shall apply: If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency.

20.3 For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of containers inspected in order to ascertain the weight, measurement, value, or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that a sum equal either to five times the difference between the correct freight and the freight charged or double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on this Bill of Lading as the freight payable.

20.4 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.

20.5 The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

20.6 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents, within the time prescribed by the Carrier. Should a Container not be returned within the time so prescribed, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.

20.7 All freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final court decision, deduction or stay of execution before delivery of the Goods.

21. LIEN

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

22. GENERAL AVERAGE

22.1 The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

22.2 Notwithstanding clause 22.1 above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

22.3 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

23. TIME BAR

In any event the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

24. VARIATION OF THE CONTRACT

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

25. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.