Den Hartogh Bill of Lading Standard Terms and Conditions of Carriage

I. GENERAL PROVISIONS

1. Applicability

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every person defined as Merchant is jointly and severally liable towards the Carrier for all undertakings, responsibilities and liabilities of the Merchant under or in connection with this Bill of Lading and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

2. Definitions

"Bill of Lading" means the transport document issued by the Carrier, whether named Bill of Lading, Seaway Bill or Express Release or otherwise.

"Carrier" means the party on whose behalf this Bill of Lading has been signed.

"Combined Transport" arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the back hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.

"Demurrage" means the charge payable for the tank hire, beyond the agreed free time, until the tank(s) is/are returned or redelivered in accordance with Carrier's instructions.

"Detention" means the storage on terminal or quay and the waiting time on terminal, quay, depot, or other locations beyond the agreed free time.

"Freight" includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Carrier's Tariff and this Bill of Lading, excluding demurrage and detention.

"Goods" includes the whole or any part of the cargo carried under this Bill of Lading, including any packing or packaging materials and Merchant owned or leased containers.

"Hague Rules": means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 9.

"Hague-Visby Rules": means the provisions of The Hague Rules 1924 as Amended by the Protocol adopted at Brussels on 23 February 1968, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Bill of Lading and they shall apply only when compulsorily applicable by the law governing this Bill of Lading.

"Inland Transport" means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the holder of this Bill of Lading, the party or person that made the booking and the owner of the Goods.

"Port-to-Port carriage" means the carriage between the Port of Loading and the Port of Discharge.

"Subcontractor" includes but is not limited to the owners, charterer and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.

"Vessel" includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilised by the Carrier for carriage by sea.

3. Carrier's Tariff

The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. The Carrier's Tariff, or the relevant extracts thereof, will have been shared with the Merchant in the Carrier's quotation prior to the commencement of the transport, and the Merchant acknowledges and agrees that such quotation forms the basis of the commercial agreement for the shipment. The Merchant agrees that the Carrier's Tariff, as communicated in the quotation and as in effect at the time of acceptance of the Goods, forms an integral part of this House Bill of Lading and is incorporated herein by reference, regardless of whether the Merchant has actual notice of the complete Tariff text. In case of any inconsistency between this House Bill of Lading and the applicable Carrier's Tariff, this House Bill of Lading shall prevail, except where mandatory law requires otherwise. The Carrier may amend its Tariff from time to time; however, no such amendment shall affect the Tariff terms already communicated to the Merchant in the confirmed quotation for the specific shipment.

4. Time Bar

All liability whatsoever of the Carrier shall cease unless suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered.

4a. Carriage Affected by Condition of Goods

If at any time it appears to the Carrier, or if the Carrier has reasonable grounds to believe, that due to their nature or condition the Goods cannot safely or properly be carried or carried further, either at all or without incurring additional expense or without taking any measure(s) in relation to the Container or the Goods, the Carrier may, in its sole and absolute discretion: a) without notice to the Merchant, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof; and/or b) store the Goods ashore or afloat, under cover or in the open, at any place the Carrier considers appropriate; and/or c) abandon the Carriage; and/or d)sell, dispose of or destroy the Goods, whether or not the Goods are in store, all of which shall be deemed to constitute due delivery under this Bill of Lading. Where reasonably practicable, the Carrier may notify the Merchant and require the Merchant, within a period specified by the Carrier, to take all such action as may be necessary to remedy the situation. Failure by the Merchant to take timely and adequate action shall entitle, but not oblige, the Carrier to take any of the measures set out above, without further notice. The Carrier's liability shall cease upon any abandonment, storage, sale, disposal or destruction of the Goods in accordance with this clause. The Carrier shall not be liable for any loss, damage, delay or expense whatsoever arising out of or resulting from any decision or measure taken pursuant to this clause, including any decision that the Goods have become, or are likely to become, dangerous or unsafe. The Merchant shall indemnify the Carrier on demand against all costs, expenses and liabilities whatsoever incurred by the Carrier in connection with the measures taken under this clause, including but not limited to storage costs, handling costs, disposal costs, legal fees and an administrative fee of 5% of such costs

4b. High Value Goods

The Merchant acknowledges and agrees that the Carrier has no knowledge of the value of the Goods, and the Carrier shall in no event be deemed to have agreed to transport the Goods at any specific value unless expressly stated pursuant to Clause 3 above. Subject always to any compulsorily applicable law or treaty, the Carrier's liability for loss of or damage to the Goods shall not exceed the limitation amounts provided for under the Hague Rules or Hague-Visby Rules, whichever apply, and where such Rules apply only contractually, the Carrier's maximum liability shall in no event exceed GBP 100 per package or unit. A higher liability limit shall apply only where all of the following apply: (a) the Shipper declares the value of the Goods in writing prior to delivery to the Carrier; (b) such declared value is accepted and stated by the Carrier in the space marked "Declared Value" on the reverse of the Bill of Lading; and (c) the Shipper pays the applicable ad valorem charges. Where these conditions are met, the declared value shall replace the limitations otherwise applicable, and any partial loss shall be adjusted pro rata on the basis of such declared value. Nothing contained herein shall operate to deprive the Carrier of any defense, exemption, or limitation of liability available under any applicable statute, regulation, or treaty, including during any period of compulsory application. Under no circumstances shall the Carrier be liable for any indirect or consequential loss, including loss of profit, loss of market, or special damages of any kind, regardless of the value of the Goods or any declared value. This includes any high value cargo that is inherently fragile, easily pilfered, or otherwise susceptible to special risks not disclosed to and accepted by the Carrier. The Merchant shall be deemed to have guaranteed the accuracy of all particulars furnished to the Carrier and shall indemnify the Carrier against all loss arising from inaccuracies, including where such inaccuracies relate to the nature, characteristics, or value of high value Goods.

5. Law and Jurisdiction

The contract of carriage evidenced by this Bill of Lading is governed by Dutch law. Any claim or dispute arising under this Bill of Lading shall be governed by Dutch law and determined by the District of the Court of Rotterdam, The Netherlands.

II. PERFORMANCE OF THE CONTRACT

6. Methods and Routes 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 Goods on a Vessel other than the Vessel named on the back hereof or by any other means of transport whatsoever, even though transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein; c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often; d) load and unload the Goods at any place or port (whether or not any such port is named on the back hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the use of off-dock storage at any port; e) comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2) The liberties set out in Clause 6(1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or dry docking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with Clause 6(1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

(3) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract.

(4) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the back hereof 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. Save as provided in clause 6.5 such Goods (except livestock) carried on 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 COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

(5). Goods which are out of gauge and/or are stowed on or in open top containers, flat racks or platforms, and which are stated on the back hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

7. Optional stowage

Goods may be stowed by the Carrier by means of containers, tank containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate Goods.

8. Hindrances etc. affecting performance

(1) The Carrier shall use reasonable endeavors to complete the transport and to deliver the Goods at the place designated for delivery.

(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 8(1) the Carrier has no duty to complete the performance of the contract, 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.

(3) If the Goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon him to take delivery, the Carrier shall be at liberty to put the Goods in safe custody on behalf of the Merchant at the latter's risk and expense.

(4) 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.

III. CARRIER'S RESPONSIBILITY

9. Liability

The Carrier's period of responsibility and the allocation of liability throughout this Clause, depends on the precise moment at which Delivery is deemed to occur. Delivery means (i) for Port-to-Port carriage, when the Goods are discharged from the Vessel and placed at the disposal of the Merchant at the Port of Discharge or other place agreed in the Bill of Lading; and (ii) for Combined Transport, when the Goods are placed at the disposal of the Merchant or its representative at the agreed place of final delivery.

(1) Port-to-Port carriage – If carriage under this Bill of Lading is Port-to-Port: a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the time that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel. b) This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Bill of Lading only to the extent that they are compulsorily applicable. c) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including for mis-delivery, then Carrier shall have the benefit of every right, defense, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or mis-delivery did not occur during the carriage by sea.

(2) Combined Transport – The Carrier's liability for Combined Transport shall be as follows: 1) Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with Clause 9(1) above. 2) Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined: a) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or b) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package, or c) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at Clause 9(1) above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package. d) If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of carriage and the Carrier's liability shall be determined as provided at Clause 9(1) above.

(3) Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Bill of Lading is done under the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.

(4) Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

10. Amount of Compensation

(1) Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

(2) Save as is provided in Clause 10(3): a) If and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Bill of Lading by virtue of Clauses 9(1), 9(2)(1) or 9(2)(2) (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable. b) If and to the extent the Hague Rules apply only contractually pursuant to Clause 9, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling lawful currency per package or unit.

(3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Bill of Lading may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the back of this Bill of Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.

(4) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defense, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would have been applicable in the absence of any of the terms set out in this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.

(5) When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

11. Delay, Consequential Loss, etc.

If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to the Freight for the transport covered by this Bill of Lading, or to the value of the Goods as determined in Clause 10, whichever is the lesser.

12. Notice of Loss of or Damage to the Goods

(1) Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the Goods are handed over to the Merchant, such handing over is prima facie evidence of the Delivery by the Carrier of the Goods described in this Bill of Lading.

(2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the Goods were handed over to the Merchant.

13. Defenses and Limits for the Carrier, Servants, etc.

(1) The defenses 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.

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clauses 9, 10 and 24, if it is proved that the loss or damage resulted from a personal act or omission of the Carrier done with intent to cause such loss or damage or recklessly and with knowledge that damage would probably result.

(3) The Merchant undertakes that no claim whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, subcontractor or other person, including any affiliated company of the Carrier (including any parent company, subsidiary or other group company), whose services the Carrier has used in order to perform this Contract, and if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(4) Without prejudice to the foregoing, every such servant, agent, subcontractor or other person, including any affiliated company of the Carrier (including any parent company, subsidiary or other group company), shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under this Bill of Lading, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents, subcontractors and affiliated companies.

14. Use of Express Bills of Lading instead of Original Bills of Lading (When Applicable)

In consideration of the Carrier issuing, at the Shipper's request, Express Bills of Lading instead of Original Bill(s) of Lading for the contract of carriage of the cargo, the Shipper hereby indemnifies the Carrier for all and any claims, losses, costs, expenses and liabilities of any nature that may arise in consequence of the use of an Express Bills of Lading instead of an Original Bill of Lading. The Shipper further undertakes the necessary actions to ensure that the ultimate consignee of the cargo receives a legible copy of, and agrees to abide by, the terms, conditions, exceptions and limitations as stated in the Express Bills of Lading. Without limitation the indemnity shall include: a) The consignee refuses to abide by the terms and conditions contained in the Express Bills of Lading, b) There is a claim for wrongful delivery against the Carrier even though the Carrier has delivered the cargo to the consignee named in the Express Bills of Lading or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered to; and c) The consignee refuses to pay any additional charges applicable to the carriage, on which the Shipper however has as agreed upon.

IV. DESCRIPTION OF GOODS

15. Carriers Responsibility

The information in this Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "Shipper-packed container" or similar expressions, have been made in the printed text or superimposed on the Bill of Lading. Proof to the contrary shall not be admissible when the Bill of Lading has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the consignee who in good faith has relied and acted thereon.

16. Merchant's Responsibility

(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, number, quantity and weight, as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant. The Merchant shall remain liable even if the Bill of Lading has been transferred by him.

(2) The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

(3) If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the back hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.

(4) The Merchant shall comply in a timely matter with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs. Merchant shall comply with all regulations or requirements of sanctions, customs, ports and/ or other authorities, including but not limited to those relating to VGM, and shall bear and pay all duties, stamp duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect, or insufficient weighing, marking, number or addressing of the Goods or Containers or the discovery of any drugs, narcotics, stowaways or any illegal substances or illegal Goods within or connected to the Container packed by Merchant or inside Goods supplied by Merchant, and shall indemnify Carrier in respect thereof.

(5) If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

(6) Merchant shall comply with the requirements of the ISPS Code. If Carrier is held liable by the authorities at any place or any other third party Merchant shall indemnify and hold Carrier harmless from any damages resulting from the violation of the ISPS Code by Merchant. The Merchant further undertakes to pay Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to Merchant's Goods.

(7) The Merchant warrants that no breach of applicable sanctions regulations (including but not limited to EU, U.S., and UN sanctions) will occur. The Merchant shall be fully liable and indemnify the Carrier for any and all costs, losses, damages, fines, or expenses arising from or related to any such breach or threat thereof. In such circumstances, the Carrier shall be entitled to take any measures it deems fit and appropriate, and all resulting costs, losses, or damages shall be for the account of the Merchant

17. Shipper-packed Containers, etc.

(1) If a Container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by; a) negligent filling, packing or stowing of the Container; b) the contents being unsuitable for carriage in Container; or c) the unsuitability or defective condition of the Container unless the Container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the Container was filled, packed or stowed.

(2) The provisions of Clause 17(1) also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(3) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment, tank containers or trailers supplied by the Merchant.

18. Dangerous Goods

(1) The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any event inform the Carrier in writing of the exact nature of the danger before Goods of a dangerous nature are taken into charge by the Carrier and indicate to him, if need be, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation; further, the Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

(3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in like manner be 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.

19. Use of Containers

(1) Containers 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, to the location designated by the Carrier within the time prescribed in the Carrier's tariff or elsewhere.

(2) The Merchant shall be liable for any loss of, damage to, or delay, including demurrage, detention, cleaning, disposal of residue and repair costs, of such articles.

(3) The Carrier allows a period of free time for the use of the Containers and other equipment only accordance with the Tariff and as advised by the local Carrier's agent at the Ports of Loading and Discharge. Free time runs from the date of release from the nominated depot until the day of departure in the Port of Loading and from the date of discharge in the Port of Discharge until return to the nominated depot, as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff until such time that the Container is fully available for the Carrier's use.

V. FREIGHT AND LIEN

20. Freight

(1) Freight shall be deemed earned when the Goods have been taken in charge by the Carrier and shall be paid in any event, ship and/or cargo lost or not lost or the voyage abandoned.

(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 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 increased in proportion to the extent of the devaluation of the said currency.

(3) For the purpose of verifying the Freight basis, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value, or nature of the Goods.

21. Lien

The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his sole discretion for all Freight, charges and expenses of whatever kind and nature to the Carrier under this Contract and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses of exercising such lien and such sale. Such lien and liability shall remain notwithstanding the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

VI. MISCELLANEOUS PROVISIONS

22. 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 1994, or any modification thereof, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel. The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

(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 thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

23. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

24. U.S. Trade

(1) In case of contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the Carrier's custody.

(2) If the U.S. COGSA applies, and unless the nature and value of the Goods have been declared by the shipper before the Goods have been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding USD 500 per package or customary freight unit.

25. War risks

If at any time the carriage or continuation thereof is or is likely to be exposed to war risks, including but not limited to acts of war, armed conflict, hostilities, civil commotion, terrorism, piracy, or threats thereof, the Carrier shall be entitled to (i) refuse to take the Goods into its charge, (ii) deviate or vary the route, (iii) discharge the Goods at any safe port or place, or (iv) take any other measures reasonably deemed necessary for the safety of the vessel, crew, Goods, or the performance of the contract. Any additional costs, expenses, or charges arising from such measures shall be for the account of the Merchant.

These Den Hartogh Bill of Lading Standard Terms and Conditions of Carriage have been deposited with the District Court Rotterdam on 01-06-2026, deposit no. 12/2026.