

CARRIERS BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS.
"Carrier" means the company or entity designated as carrier on Page 1. "Contract" means the contract of carriage pursuant to the booking note and the bill of lading (when issued). "Discharging Port" and "Loading Port" mean the respective ports or places named on Page 1. "Cargo" shall mean any goods or equipment or other items described on Page 1. "Merchant" includes the carrier, the shipper, the consignee, the owner of the bill of lading, the owner of the cargo, any person who has booked the Contract and any person entitled to possession of the cargo. "Vessel" means the vessel designated on Page 1 hereof or a substitute vessel.

2. NOTIFICATION.
(a) Any mention in the Contract of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(b) Should the Carrier anticipate that, for whatever reason, the Vessel will not be ready to load the cargo on or about the time of shipment, the Carrier will notify the Merchant thereof without delay stating the expected time of the Vessel's readiness to load.
(c) Within 48 running hours after the receipt of the Carrier's notice the Merchant shall advise the Carrier whether he elects his option of cancelling this Booking Note by written declaration. Failing such advice the expected time of the Vessel's readiness to load as stated in the Carrier's notice shall be the new time for shipment. This sub-clause (c) shall apply any time the Carrier requests amendment of the time for shipment.

3. LIABILITY FOR CARRIAGE BETWEEN LOADING PORT AND DISCHARGING PORT
(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (the "Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 (the "Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract.
(b) When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may be subsequently amended or not. In the absence of such legislation, the law of the country of the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination, apply compulsorily to this Contract.

(c) The contents of a container or similar article of transport are not made known to the Carrier prior to loading, the container or such article of transport shall be deemed a "package" or "unit" under the applicable cargo liability regime as provided herein.
(d) The Protocol signed at Brussels on 21 December 1979 (the "SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.
(e) The Carrier shall be liable for any loss or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo or live animals.
(f) The Carrier shall not be liable for any consequential loss whatsoever sustained by the Merchant, including but not limited to delay of the goods unless the goods have been delayed by the Carrier and/or his servants, agents or independent contractors with the intent to inflict such a loss. If the Carrier nevertheless holds liability in respect of delay or in respect of consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this bill of lading, or to the limitation amount as determined by sub-clauses 3 (a)-(d) or if applicable, Special Clauses, whichever is lowest.
(g) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under sub-clause (f) shall not exceed the hours of liability for the total loss of the cargo under sub-clauses 3 (a)-(d) or, if applicable, Special Clauses.

4. LAW AND JURISDICTION.
Whenever U.S. COGSA applies, whether by virtue of carriage of cargo to or from the United States of America or otherwise, any dispute arising out of or in connection with this Contract shall be exclusively determined by the United States District Court for the Eastern District of Louisiana, and in accordance with the law of the United States. In all other cases, this Contract shall be construed in accordance with English law, and any disputes arising hereunder shall be referred to and finally resolved by arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, to the exclusion of all other forums, in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The Tribunal for any arbitration shall be comprised of three (3) arbitrators. LMAA Small Claims Procedure shall apply where neither the claim nor any counterclaim exceeds the sum of USD 100,000. In any case where the LMAA procedures referred to above do not apply, the reference shall be to a tribunal of three arbitrators in accordance with the LMAA Terms current at the date of commencement of the arbitration proceedings.

5. THE SCOPE OF CARRIAGE.
(a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding to or returning from or stopping or slowing down at or off any ports or places for any purpose whatsoever, whether in relation to the cargo or the vessel, or for the operation of the contract or not, including but not limited to bunkering, loading, discharging, restowing, or other cargo operations and maintenance of Vessel and crew.
(b) The Merchant agrees and acknowledges that the cargo carried under this contract may be a part cargo and the Carrier shall have liability to restow this and any other cargo loaded or to be loaded on board the Vessel or to load and discharge any other cargoes for the account of any other Merchants at or off any port(s) whatsoever in any order, whether or not in geographical rotation and whether or not such ports are on or are substantially on the route to or between the load and discharge port(s) identified in this contract and Owners shall have liability to deviate to any such ports for those purposes.
(c) In the event of the deviation of the Carrier to order the Vessel to proceed to the Discharging Port at any given speed (slow steam), even in weather conditions that do not dictate such slower speeds. In the event slow steam is ordered by the Carrier, the Merchant cannot claim against the Carrier for any delay whatsoever, caused by such orders to slow steam.
(d) Any deviation, change in the Discharging Port, or time lost due to environmental hazards shall be for the Merchant's account and such deviation shall not be considered unjustified.

6. SUBSTITUTION OF VESSEL.
The Carrier shall be at liberty to carry the cargo or part thereof to the Discharging Port by other vessels belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. TRANSSHIPMENT AND LIGHTERING.
The Carrier shall be at liberty to trans-ship, land and/or store the cargo either on shore or afloat and reshipe and forward the cargo to the Discharging Port at the Carrier's expense but at the Merchant's risk. Any lightening or in or off the Loading Port or Discharging Port shall be for the Merchant's risk and expense.

8. LIABILITY FOR PRE- AND ON-CARRIAGE.
When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Loading Port or on-carriage of the cargo to a place other than the Vessel's Discharging Port, the Carrier shall contract as the Merchant's agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Loading Port and the Discharging Port, even though the freight for the whole carriage has been collected by him.

9. LOADING AND DISCHARGING
(a) Unless otherwise agreed, loading and discharging of the cargo shall be arranged by the Carrier or his agent.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging and shall bear all costs and expenses in connection with hooking on and hooking off.
(c) Loading/Discharging may commence without prior notice.
(d) The Merchant or his agent shall tender the cargo as fast as the Vessel can load, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant fails to tender the cargo when the Vessel is ready to load or fails to tender as fast as the Vessel can load the cargo, the Carrier shall be relieved of any obligation to load and discharge any cargo for the account of the Merchant and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant or his agent fails to take delivery of the cargo, the Carrier's discharging of the cargo shall be deemed fulfillment of the Contract. Should the cargo not be applied for within reasonable time, the Carrier may sell the same cargo or may by auction or otherwise dispose of the cargo. If the cargo is sold as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay.
(f) Loading and discharging of the cargo shall be deemed fulfillment of the Contract. The time and expense of additional cargo securing required by the Merchant or Merchant's representative to be for Merchants' account. At the Loading Port and Discharging Port, cargo shall be received and delivered under hook and alongside the Vessel by and at the risk and expense of the Merchant. At the Port of loading or the Port of discharge, if Merchant requests and Carrier agrees for cargo to be secured by loading or discharge off from Merchants' truck, railway or lighter(s), the cargo shall be tendered or delivered as fast as the Vessel can load or discharge, otherwise demurrage shall apply. As this is an accommodation to Merchant, any delays, costs or liability to Merchant supplied equipment shall be solely at Merchant's risk, cost and expense. Any fees, charges, costs or expenses for hooking/unhooking of the cargo shall be for Merchant's account. The cargo shall be received and delivered by the Merchant. Any time by which the time used exceeds the allowed laytime shall be paid as demurrage at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay.

(g) The Merchant shall be liable to the Carrier for the acts, omissions, negligence of stevedores whom the Merchant has appointed, including costs for any damage or loss of or to stevedore damage and for any time lost at the detention rate stipulated in sub-clauses 9 (d) and (e).
(h) A Notice of readiness may be tendered by the Carrier on arrival at or off the Loading and/or Discharging Port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and whether in free pratique or not and whether ready or not.
(i) Should the Vessel not be able to berth for any reason after 72 hours of arriving at or off the Loading Port, the Carrier is entitled to leave the port and cancel the Contract, and the Merchant

shall owe dead freight in full. Should the Vessel be unable to discharge the cargo within 72 hours of arrival at or off the Discharging Port, the carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed to be fulfillment of the Contract.

10. FREIGHT, INTEREST, DEAD FREIGHT, CHARGES, COSTS, EXPENSES, DETENTION, DUTIES, TAXES AND FINES.

(a) Freight, whether paid or not, shall be considered as fully earned upon cargo being loaded, discounting non-returnable and/or cargo lost or not lost, and be paid without any set-off or deduction. Unless otherwise specified, freight, detention, demurrage, charges, or other sums under this Contract are payable on demand. In the event any amounts are outstanding under this Contract upon arrival at or off the Discharge Port, the Carrier is entitled to refuse to proceed to the port/berth area and/or refuse to commence discharge operations until such outstanding amounts have been paid in full.
(b) Interest at the rate of 1.5 per cent per month shall accrue from the date an outstanding amount is due and payable and applies to all outstanding amounts owed by the Merchant to the Carrier under this Contract, including freight, detention, and other charges.
(c) Partial payments under this Contract are nonreturnable and without prejudice to the full amount due and owing. Acceptance of partial payments shall under no circumstances waive the full amount due and owing.
(d) The Merchant shall be liable for all costs, expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons. The Merchant shall be liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested dangerous packaging materials supplied by the Merchant, including all costs for transporting the cargo to another port if required.
(e) The Merchant shall be liable for any taxes, dues, duties, fees, tolls, and wharfage on the Vessel, cargo and/or freight, including all Suez and/or Panama Canal charges. All terminal charges, including handling, storing, receiving, delivery, truck loading and/or unloading and towage of the cargo, shall be for the Merchant's account. The Merchant shall reimburse the Carrier of such charges.
(f) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel, or cargo may incur through non-observance of any customs house, import, or export regulations.
(g) Any additional insurance premium charged by the Vessel's underwriters for breaching trading limitations IN/LIWL or entering high risk areas and all anti-piracy precautions, including, but not limited to, insurance, armed guards and crew bonus shall be for the Merchant's account and payable together with the freight.
(h) In case of the Merchant's incorrect declaration of contents, weights, dimensions and measurements, including lifting points and center of gravity, or value of the cargo, the Carrier is entitled to additional freight, losses and expenses as well as claim detention at the rate stipulated in sub-clauses 9 (d) and (e) for any delay at the Loading and/or Discharging port caused by such incorrect declaration. Additionally, the Carrier shall be entitled to a freight amount divided by agreed volume of the cargo in weight measurement. Notwithstanding aforementioned provision, if the Carrier could not load cargos belonging to other Merchants because of the incorrect declaration, the Merchant shall indemnify the Carrier from any losses and expenses whatsoever caused by the incorrect declaration. For the purpose of ascertaining the actual loss, the Carrier shall have the right to obtain from the Merchant the original invoice and to have cargo inspected at the port of origin, port of destination, or in transit. The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full.

(i) The Merchant shall immediately settle any detention/demurrage incurred at the Loading Port and/or Discharging Port upon presentation of the Carrier's invoice to be accompanied with the proper documentation and lay time statement.
(j) Merchant's failure for whatever reason to tender or load the cargo shall entitle the Carrier to damages and/or deadfreight and such damages shall be claimable as liquidated damages quantified on the basis of the applicable freight rate, less any stevedoring and port costs saved. The Carrier shall not be required to call the Loading Port or to mitigate losses in the event the cargo is not loaded or loaded in violation of this clause.
(k) If at any time the Merchant agrees to contract for the carriage of goods by sea, any national or local government or authority or any agency or department thereof imposes or proposes to impose a fine (always including service fines), fee or sanction on the Carrier, Operator or Owner of the vessel due to the vessel's flag, origin, country of build or any other characteristic of the vessel, the Carrier, Operator, or Owner, the Carrier or Operator may at their exclusive discretion, at any time, terminate the contract and the Carrier (or Operator) may load the cargo in which case the amount of any fines, fees or other costs incurred shall be paid on demand to the Carrier (or Operator) by all Merchants proportionally whose cargo will be loaded at that port or place on a mton/cbm basis and added as a surcharge to the freight, otherwise Clause 10(f) shall apply.
(l) If the cargo has been loaded on board, the Carrier (or Operator) in its absolute discretion either (a) may at any time terminate the contract and the Carrier (or Operator) may load the cargo in violation of contract of carriage by the Carrier (or Operator) with the Merchants to be responsible for any additional charges or costs incurred, or (b) discharge the cargo at the designated port or place in which case the amount of any fines, fees and other charges or costs incurred shall be paid by all Merchants proportionally whose cargo will be discharged at that port or place on a mton/cbm basis and added as a surcharge to the freight.
(m) Any amounts due under (i) or (ii) above shall be paid in accordance with Clause 10.

11. LIEN.
The Carrier shall have a lien on all cargo for any amount due (including but not limited to freight and detention, demurrage and other costs or expenses) under this Contract and/or other contracts between the Merchant and Carrier, including terminal charges and the costs of recovering the same (including legal fees) and shall be entitled to sell the cargo privately or by auction to satisfy any such claims at the specified discharge port or any other port.

12. GENERAL AVERAGE AND SALVAGE.
General Average shall apply at all times and at all ports or place at the Carrier's option and settled in accordance with the York-Antwerp Rules 2016, in respect of all cargo, whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in the proportion of the sacrifice, loss or expense of a General Average contribution. The contribution may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the Merchant, and the Merchant shall be bound to the goods to the Carrier for delivery.

13. GOVERNMENT DIRECTIONS, WAR, EPIDEMIC, ICE, STRIKES, ETC.
The Carrier shall be at liberty to comply with any order or directions in connection with the transport under this Contract, whether given by any government or authority or anybody acting or purporting to act on behalf of such government or authority or having under the terms of the insurance of the Vessel the right to give such orders, directions or recommendations.
(b) Should it appear that the performance of the transport would expose the Vessel or any cargo to the risk of detention, damage or delay, resulting from war, warlike operations, blockade, riots, civil commotion or piracy, or any person on board to the risk of loss of life or freedom, or that such risk has increased, the Master may discharge the cargo at the Loading Port or any other safe and convenient port. The Master may in his absolute discretion decide to proceed in a convoy or joint sailing with other vessels or chose an alternative non-direct route to protect the crew, vessel and cargo. Any time including waiting time thereby incurred and all relevant delay, loss or expense shall be for the Merchant's account. Any additional cost of time lost sailing the alternative route shall be for the Merchant's account.
(c) Should it appear that epidemics, pandemic, highly infectious diseases, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore, and/or difficulties in loading or discharging would prevent the Vessel from leaving the Loading Port or reaching or entering the Discharging Port, the Carrier may discharge the cargo at the Loading Port or any other safe and convenient port. If Vessel is prevented from Loading due to the above, then the Carrier shall be entitled to leave the port and cancel this Contract.

(d) The discharge under the provisions of this clause 13 of any cargo for which a bill of lading has been issued shall be deemed fulfilment of this Contract.
(e) If in connection with the exercise of any liberty under this clause 13 any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the cargo.
(f) If any situation referred to in this clause 13 may be anticipated, or if for any such reason the Vessel cannot safely or without delay reach or enter the Loading Port or must undergo repairs, the Carrier may cancel the Contract before the bill of lading is issued.

14. INTERNATIONAL GROUP OF P&I CLUBS/BIMCO HIMALAYA CLAUSE FOR BILLS OF LADING AND OTHER CONTRACTS 2014

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier or any of the above, or any person who has been used to perform this contract whether in direct contractual privity with the Carrier or not.
(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from the exercise of the Servant's part while acting in the course of or in connection with the performance of this contract.
(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature shall be available to the Carrier or the Servant, and shall be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.
(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any Servant of the carrier any liability or claim or damages or other compensation in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and
(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the carrier against all consequences thereof.

(e) The Merchant shall be liable for the acts, omissions, negligence of the carrier or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

15. STOWAGE, ACCOMMODATION AND LIFTING OF CARGO.
(a) The cargo loaded under this Contract is to be carried as part cargo, shipped on and/or under deck in the Carrier's option. If carried on deck, bills of lading shall be endorsed accordingly.
(b) All cargo shall be stowable, stowable, overstackable and stowable without any restrictions, unless otherwise specified by the Merchant. All cargo shall be suitably packed for ocean transportation and have lifting, lashing and securing points and center of gravity clearly marked. The Merchant is responsible to ensure that cargo is provided with proper skids attached and, if required, all cradles used for securing the cargo are fit for the purpose and the cargo is suitably secured within the cradles. The Merchant shall fit the cargo on or board the vessel with suitable lashing and sufficient lashing points for the cargo and/or cradle to be properly secured. If individual cargo items are to be flat at the bottom of the cargo, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the cargo shall be for the

Merchant's account. Cargo securing shall always be accomplished to the Master's satisfaction. In case the Merchant or the Merchant's representative requires additional cargo securing, this shall be for the Merchant's account. Any damage to the cargo and any delay resulting from the Merchant's failure to comply with the terms of this clause shall be for the Merchant's account and the Merchant shall indemnify the Carrier for all losses whatsoever including any damage to the Vessel or cargo onboard and any delay or loss of time.
(c) Any required spreader bars, wires, lifting frames, beams, slings, cradles or saddles not already on board the Vessel shall be supplied by the Merchant at his expense, time and responsibility and be certified by a recognized classification society. If the Vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the cargo is to be suitably packed for transportation and the Carrier is not liable for any corrosion and/or discoloration occurring from condensation.
(d) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.
(e) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered vehicles whether stowed by the means of or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.
(f) The Merchant shall be liable to the Carrier for being in breach of any obligations pursuant to this clause 15, including but not limited to loss of time, personal injuries, and any damage to the Vessel, her servants and/or equipment.

16. SHIPPER-PACKED CONTAINERS, TRAILERS, TRANSPORTABLE TANKS, FLATS, BOXES, PALLETES, CASES, CRATES, PACKAGING AND STACKABILITY.

(a) If a container has not been filled, packed, internally secured 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 (i) negligent filling, packing internally securing or stowing of the container; (ii) the contents being unsuitable for carriage in container or unsuitably packed for carriage; (iii) 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; or (iv) unsuitable lifting points/slugs, cradles or lashing points.
(b) The provisions of sub-clause (i) of clause 16 (a) also apply with respect to trailers, wear and tear of containers, boxes, pallets or other packaging which have not been filled, packed, internally secured or stowed by the Carrier.
(c) The Carrier is not liable for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

17. RETURN OF CONTAINERS AND OTHER CARRIER ARTICLES OF TRANSPORT.

(a) Containers, flats, or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.
(b) The Merchant shall be liable to the Carrier for any loss, damage, to, or delay, including demurrage and detention incurred by or sustained to containers, flats, or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

18. DECK CLAUSE.
(a) Cargo which by the Contract is stated as being carried on deck and is so carried ("Deck Cargo") shall be shipped on deck at the Merchant's risk, expense or delay, free of any risk and liability for the Carrier for any delay, loss or expense whatsoever and howsoever caused.
(b) If this Contract is subject to the U.S. Carriage of Goods by Sea Act, 1936 ("U.S. COGSA"), then Deck Cargo shall be carried on deck at the Merchant's risk as to the perils inherent in such carriage but in all other respects subject to the provisions of the U.S. COGSA as if carried under and under a Deck Clause.
(c) The Merchant shall indemnify the Carrier against all liability, damage, and loss of whatsoever nature sustained by the Carrier and caused by or arisen due to the carriage of Deck Cargo.

19. BILLS OF LADING / LETTER OF CREDIT CLAUSE.
Carrier is restricted to release Original Bill(s) of Lading only to the party inserted as Shipper in the Bill(s) of Lading. Should the Shipper require Original Bill(s) of Lading released to a third party, same to be requested to Carrier in writing on Shipper's letterhead. The Master will deliver the cargo only upon presentation of duly endorsed executed Original Bill(s) of Lading. If any particulars of any letter of credit, import licence, sales contract, invoice, or details of any contract to which the Carrier is not a party, are shown on the face of a booking note or any bill of lading issued pursuant hereto, such particulars are included solely at the request of the Merchant for the Merchant's use and are not to be relied upon by the Carrier. The Carrier shall not be responsible for any value and shall in no way increase the Carrier's liability under the Contract. The Merchant shall indemnify the Carrier against all consequences of including such particulars.

SPECIAL CLAUSES

A. DETENTION.
In addition to clauses 9 (d) and (e), detention shall also be paid by the Merchant at the same rate per day pro rata, payable day by day, for any delay in waiting for or delay during loading or discharge at or off the port or berth, including time lost due to cargo or cargo documents, swell, tide or congestion, quarantine or similar restriction, shifting, re-nomination of the berth due to the Merchant's request, impossibility to leave the berth after loading or discharging is completed, or any other delay or expense incurred by the Merchant, or delay of the cargo or indirectly caused by the late payment of outstanding freight, detention, demurrage or any other amounts due by the Merchant, or any other reason beyond the control of the Carrier. The Merchant shall also be liable for any extra costs, including but not limited to standby charges for stevedores and shore cranes, during such delay.

B. U.S. TRADE. PERIOD OF RESPONSIBILITY.
(i) In case the Contract is subject to the U.S. COGSA (as defined in clause 18), then the provisions stated therein shall apply before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo consigned to the Carrier's custody.
(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the Merchant before the cargo has 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 or damage to the cargo in an amount exceeding \$500 per package or customary freight unit.
(iii) Duration of loading and/or post-discharge contractual extension of U.S. COGSA, the No. Of Pkgs., Kind Of Packages and Description Of The Cargo conclusively establishes the package or customary freight unit.

C. BIMCO CLAUSES.
The following BIMCO clauses, or their latest edition/revision, available on request, as applicable at the time of signing this Contract, are deemed to be incorporated into this Contract:
• Both-to-Blame Collision Clause
• VOYWAR 2013
• Ice Clause for Voyage Charter Parties
• Solid Bulk Cargoes that can Liquify Clause for Charter Parties
• Ship-to-Ship Transfer Clause for Dry Bulk Voyage Charter Parties 2015
• EU Advance Cargo Declaration Clause for Voyage Charter Parties 2012
• North American Advance Cargo Notification Clause for Voyage Charter Parties
• ISPS/MTSA Clause for Voyage Charter Parties 2005
• Piracy Clause for Single Voyage Charter Parties 2013
• Sanction Clause for Voyage Charter Parties 2020

D. STOPPAGE OF CANALS AND WATERWAYS.
(i) The Merchant acknowledges that the freight paid or to be paid under this Contract is based on the assumption that the Vessel will transit through waterways, natural or artificial, including the Panama Canal and the Suez Canal, where such transit is the shortest and/or the most convenient route to the Discharging Port at the Carrier's discretion. The Merchant acknowledges that there is a risk that any such waterway may be blocked, closed or that the Vessel may encounter significant delay (meaning more than 72 hours of waiting time) at such waterway (any such event hereinafter a "Waterway Stoppage"), and the Merchant agrees to assume such risk on the day of signing this Contract.
(ii) In the event of Waterway Stoppage, the Vessel may sail such alternative route as the Carrier deems suitable and the consequent increase in time shall be for the Merchant's account. The Merchant shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the delay due to the Waterway Stoppage and any extra expenses incurred by the Carrier.
(iii) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

E. SECURITY CLAUSE
If the vessel calls any country that requires security filing including but not limited to the United States, Brazil and European Union member states, including any of their territories, regardless of whether the cargo is a Part of Loading or Discharge for Merchant's cargo, the following provisions shall apply with respect to any applicable security regulations or measures: (i) The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours prior to the vessel's loading or if the decision to call the country requiring security was made by the Carrier after the vessel sailed not later than 48 hours after the Merchant received the request to provide security information. If the security information is not received by the vessel suffered or time lost in obtaining the entry and exit clearance from the relevant country's authorities shall count as demurrage. (ii) Unless caused by the Carrier's negligence, any fines, penalties, fees, costs, expenses, damages and losses that the Carrier may incur, even if levied against the vessel, that arise out of security measures imposed at any port shall be for the Merchant's account.