# I. GENERAL PROVISIONS

I. GENERAL PROVISIONS

1. Applicability
(a) This Multimodal Air-Sea/Sea-Air Transport Bill shall be deemed to be and have the effect of an Air Waybill, whilst Goods are in air carriage and deemed to be and have the effect of a Straight Bill of Lading whilst the Goods are being carried by sea.

(b) Notwithstanding the heading, "Multimodal" the provisions set out and referred to below shall also apply if the transport as described in this Multimodal Air-Sea/Sea-Air Transport Bill is performed by one mode of transport only.

(c) The provisions set out and referred to below shall also apply for any transitional period or carriage to, from and between airport and seaport, or vice versa, whether

by road, rail or any other means of transport whatsoever

(c) The purpositus sex out an interaction of the purpositus sex of

"The Hague Visby Rules" International Convention for the Unification of Certain Rules of Law relating to Bills of Lading 1924 as amended by the Protocol signed at Brussels on February 23rd 1968.

Brussels on February 23<sup>rd</sup> 1988.

3. Carrier's Tariff.

The terms of the Carrier's applicable tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable tariff are available from the Carrier upon request.

4. Time Bar

Without prejudice to any notice periods contained herein, all liability whatsoever of the Carrier shall cease unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

5. Law and Jurisdiction

(a) All disputes arising out of, or in connection with this Bill shall be determined by the exclusive jurisdiction of the English High Court.

(b) This Bill is governed and construed in accordance with English Law.

6. Subcontracting and Consolidation

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6. Subcontracting and Consolidation

(a) The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the Goods and all duties
undertaken by Carrier in relation to the Goods. The defences, limitations, and the law governing this Bill with the force of law or incorporated by reference in this Bill
shall apply to all parties that agree directly or indirectly with the Carrier to perform all or part of the Contract. The terms of Clause 25, the Himalaya Clause, shall apply.

(b) The Carrier shall be entitled to consolidate the Goods with other cange and to procure the performance of the whole or any part of the Carriarge by contracting with
any person on any terms for the movement of a consolidated shipment that includes the whole or any part of the Goods

I. PERFORMANCE OF THE CONTRACT

(a) The Carrier is entitled to perform the transport in any reasonable meanner and by any reasonable means and routes by sea, air and land in any order.

(b) During the carriage by sea, vessels shall have the liberty, either with or without the goods on board, at any time to adjust naivyational instruments, make trial trips,
dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carny contraband and hazardous goods, sail with or without pilots,
and save or attempt to save life for property, or to deviate for any reason whatsoever, without notice to Merchant.

(c) The agreed stopping places (which may be altered by the Carrier in its discretion) are those places, except the place of departure and place of destination, set forth
on the face hereof or shown in the Carrier's imetables as scheduled stopping places for the route. Carriarge by exert subject as a subject to permitted by applicable laws, tariffs and government regulations, the Carrier may use alternative carriers, aircraft or modes of transport
without notice but with due rega

The darker was to require the control of the description of the surface of the decrease of the Merchant to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face heren enamed in this Bill, or if loading the Goods delays or is likely to detain the vessel/ariplane may proceed without carrying or loading the goods in whole or in part, are for any reason not carried on any vessel/ariplane named in this Bill, or if loading the Goods delays or is likely to detain the vessel/ariplane may proceed without carrying or idending the goods in whole or in part, and notice to Merchant of such departure is hereby waived. The Carrier may forward the Goods under the terms of this Bill on the next available vessel/airplane or at the Carrier's option by any other means of transportation, whether by land, water or air.

whether by land, water or air.
9. Optional Stowage
(a) Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets, or similar articles used to consolidate Goods.
(b) Containers, trailers, transportable tanks and covered flats and pallets, whether stowed by the Carrier or received by him in a stowed condition, may be carried on or under deck without notice to the Merchant. The Carrier is not required to note 'on deck stowage' on the face of this Bill and goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract. Bill sittates that the cargo is stowed on deck, then the Carrier shall not be liable for any non-delivery, misdelivery, delay, loss or damage to goods carried on deck, whether or not caused by Carrier's

on deck, then the Carrier shall not be liable for any non-delivery, misdelivery, delay, loss or damage to goods carried on deck, whether or not caused by Carrier's negligence or unseaworthiness
10. Delivery of the Goods to the Consignee
(a) The Carrier undertakes to perform or produce the performance of all acts necessary to ensure delivery of the Goods, upon proof of his identity, to the person named as Consignee or a person designated by the Consignor.
(b) The Carrier shall be entitled to store the goods at the sole risk of the Merchant and the Carrier's liability shall cease and the cost of such storage shall be paid upon demand by the Merchant to the Carrier.

(c) The Carrier shall be entitled to store the goods at the sole risk of the Merchant and the Carrier's liability shall cease and the cost of such storage shall be paid upon demand by the Merchant to the Carrier.

(c) The Carrier shall have the right to deliver the goods at any time at any place designated by the Carrier within the commercial or geographic limits of the Port, or Alprort of Discharge, or place of delivery shown in this Bill.

(d) The Carrier's responsibility shall cease when delivery has been made to the Merchant, to any person authorized by the Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the Port/Airport of Discharge or place of delivery.

(e) If goods should remain in the Carrier's custody after discharge, from ship or plane or any other means of transport, and possession is not taken by Merchant, after notice and within the time allowed in the Carrier's applicable tarif, the goods may be considered to have been delivered to the Merchant, and at the Carrier's option, may be abandoned, disposed of or stored at the expense of any person or entity within the definition of Merchant, including the Contisque.

(f) If at any time carriage under this Bill is or is likely to be affected by any hindrance of any kind (including the contision of the Goods) at the place of the Carrier and which cannot be avoided by the exercise of reasonable endeavours, the Carrier may:

1. 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 whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such good shall cease; or

1. Deliver the Goods at the place designated for Delivery.

(g) In any event, the Carrier shall be entitled to full freight for Goods under this Bill and the Merchant shall pay any additional costs resulting from the above-mentioned circumstances. Full freight deemed to be earned

III. RESPONSIBILITY OF THE CARRIER

11. General Provisions which apply in any event, and specifically if the stage of the Carriage during which any loss or damage to the goods is <u>not</u> known

or cannot be reasonably ascertained.

(a) The responsibility of the Carrier for the Goods under this contract covers the period from the time the Carrier has taken the Goods into his charge to the time of discharge at the place of deliver.

(b) To the extent not in conflict with any mandatory laws or regulations or applicable conventions, the carriage and other related services performed by the Carrier are subject to: oject to: . Applicable laws and government regulations and international conventions:

Applicable laws and government regulations and international conventions;
 Provisions contained in this Bill, the Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of the Carrier, which are made part hereof, and which may be inspected at any ports/airports or other cargo sales offices from which it operates regular services.
 (c) The Carrier's conditions of carriage include, but are not limited to:
 I. Limits on the Carrier's liability for loss of, damage to, or delay in delivery of the goods including fragile or perishable goods;
 II. Claims restrictions, including time periods within which Merchants or consignees must file a claim or bring an action against the Carrier its acts or omissions, or those of its apenets:

II. Claims restaurance, and a control of the contract;
iii. Rights, if any, of the Carrier to change the terms of the contract;
iv. Rules about the Carrier's night to refuse to carry;
v. Rules about the Carrier's night to refuse to carry;
v. Rights of the carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate carrier or aircraft and
v. Rights of the carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate carrier or aircraft and

rerording.

(if) Subject to any lawful defences, the Carrier shall only be liable for loss of or damage to the Goods if the occurrence which caused the loss, damage in Delivery took place while the Goods were in the Carrier's charge as defined in sub-clause 11(a). The Carrier shall only be liable for loss arising from delay in delivery if, prior to shipment, the Consignor has made a written request that time for delivery is to be considered of the essence and which repense has been accepted in writing by the Carrier. The Carrier shall not be liable if he proves that no fault or neglect of his own, his servants or agents has caused or contributed to the loss, damage or delay in delivery.

(e) Subject to paragraph 11 (d) the Carrier shall be responsible for the acts and omissions of his servants or agents, but only when any such servant or agent is acting within the scope of his employment, and of any other person whose services he makes use of the performance of the Contract, as if such acts and omissions were his

within the scope or insempoyment, and or any other person mode search made search that indemnity he Carifer against any third-party claim which imposes or attempts to impose upon the Carrier any liability in connection with the (0). The provisions of this contract apply to all claims against the Carrier relating to the performance of the Contract, whether the claim be founded in contract, tort, bailment, restitution or otherwise.

(b) The provisions of this contract apply wherever claims relating to the performance of the Contract are made against any servant, agent or other person whose services the Carrier has used in order to perform the Contract, whether such claims are founded in contract, in contract, in entering into this Contract, the Carrier, to the sextent of such provisions, does so not only on his own behalf but also as agent or trusteet for such persons the liability of the Carrier and such persons shall not in any circumstances exceed the limits below.

(i) With respect to the transportation performed by initial carrier(s) to the port/airport of lading or from the port/airport of discharge, or between sea port and airport, or

Carrier, to the extent of such provisions, does so not only on his own behalf but also as agent or trustee for such person. The aggregate liability of the Carrier and such persons shall not in any circumstances exceed the limits below.

(I) With respect to the transportation performed by I hand carrier(s) to the provisions of lading or from the provisions, or the provisions of the provis

from:

L unseaworthiness unless caused by want of due diligence on the part of the Carrier

ii. act, neglect, or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the ship or airplane.

ii. act, neglect, or default of the merchant or person acting on behalf of the Merchant;

iv. acts or missions of the Merchant or person acting on behalf of the Merchant;

iv. insufficiency of or defections of any person or authority entitled to give them;

iv. insufficiency of or defective condition of packing or marking of the Goods;

iv. inherent vice of the Goods;

vi. inherent vice of the Goods;
vii. wastage in bulk of weight or any other loss or damage arising from inherent defect, quality or vice of the goods;
viii. handling, loading, stowage, or unloading of Goods by or on behalf of the Merchant
ix. strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general;
x. nuclear incident;
xi. war, whether actual or threatened, hostilities, warlike operations civil war rice. Interesting a strike of the her actual or threatened, hostilities, warlike operations, civil war, riots, terrorist activity, civil commotion or revolution, blockade by any Government

sanctions, sabotage or piracy;

xii. fire xiii. act of God

xxx. quaratine restrictions.
xx. any cause or event which the Carrier could not reasonably avoid and the consequences of which he could not prevent by the exercise of reasonable diligence; xxi. any act or omission of the Carrier the consequences of which he could not reasonably have foreseen; or the xxii. any other causes arising without the actual fault or privily of the Carrier, or without he latter fault or neglect of the agents or servants of the Carrier.

(p) The Carrier is not liable for consequential damages unless the Carrier has expressly agreed in writing to be responsible for the specific damage alleged. The Carrier does not agree to deliver the goods at any particular time or for any particular market and thus is not responsible for any damages whatsoever alleged to have been caused by any delay whatsoever and howsoever caused. If, despite the foregoing provision, the Carrier is held liable for damages attributable to delay, said damages are limited to the total amount payable as freight for the delayed goods only, as shipped under this Bill which included the delayed goods.

12. The general provisions of this Bill, and in particular those set out at Clause 11 above, will apply and taken precedence over any other contractual provisions or those implied by law, save as where mandatory terms apply by way of mandatority applicable law.

13. If the stage of carriage during which any loss, damage or delay to the Goods is known and can accurately be ascertained:

Notwitistanding, and without prejudice to the general terms of this Bill (which to the extent that there is any conflict will prevail over all other terms), if the stage of the carriage during which any loss, damage or delay is actually known and/or can accurately be ascertained then Clauses 14 and 15 shall apply.

damage is not apparent, the same prima lace effect snall apply in locice in winning is not given when where (of when the hadde to the Merchant.

(c) When there is no enactment of the Hague Visby Rules in either the country of shipment or in the country of shipment or in one country or in one c

(a) the Warsaw Convention or the Montreal Convention whichever is mandatorily applicable, unless such carriage is not "international carriage" as defined by the

(a) the valisaw Convention or the whorleas Convention winchever is hadraction; applicable. Convention or the whorleas Convention on the Montreal Convention are mandatority applicable, the Certain's liability limitation for cargo lost, dramaged or delayed shall be the lower of USSGO per package or 2 SDRs per kilogram unless a lower limit is provided in any applicable Convention or in the Carrier's liability limitation for cargo lost, dramaged or delayed shall be the lower of USSGO per package or 2 SDRs per kilogram unless a lower limit is provided in any applicable Convention or in the Carrier's tariffs or general conditions of carriage.

(b) For general conditions of carriage.

(c) An propriatin regarding loss or managed during carriage by air must be made in writing to the Carrier forthwish regarding loss or the caces of delay, or alt teast (or any other limits) and the caces of delay, or alter than twenty one carriage that the caces of delay in the caces of delay in the caces of delay in a later than twenty one (21) days from the receipt of the Goost's caces of delay in a later than twenty one (22) days from the receipt of the Goost's or a way of the caces of delay in a later than twenty one (21) days from the receipt of the Goost's or any other time periods that apply the caces of delay in a later than twenty one (21) days of the caces of delay or the caces of

опен оругу. 17. Except in case of fraud, no action for loss or damage to the Goods or delay may be brought against the Carrier unless such a complaint has been made

17. Except in case of fraud, no action for loss or damage to the Goods or delay may be brought against the Carrier unless such a complaint has been made in accordance with the aforesaid time periods.

18. Containers Not Packed By the Carrier
(a) Goods may be packed by the Carrier
(a) Goods may be packed by the Carrier no Containers or in similar articles of transport used to consolidate Goods.
(b) If a Container (which includes any pallet or similar article of transport used to consolidate the Goods) has not been packed or filled, or the Goods, whether or not in a container, have not been prepared or packaged for transportation by or on behalf of the Carrier, the provisions of this Clause shall apply. The Carrier shall not be liable for loss of or damage to the contents and Merchant shall indemnify the Carrier against any loss, damage, liability or expense:

i. has been caused by the manner in which the Container has been packed or filled, or
ii. has been caused by the unsuitability of the Goods for Carriage in Containers or for importation or delivery at destination; or
iii. has been caused by the unsuitability of reflective condition of any Container supplied by or on behalf of Carrier; or

I have been caused by the unsuitability of the Goods on the part of Carrier to make the Container reasonably fill for the purpose for which it is required; or

iii. has been caused by the unsuitability or defective condition of any Container supplied by or on behalf of Carrier; or iv. has arisen without any want of twe diligence on the part of Carrier to make the Container reasonable, lift for the purpose for which it is required; or v. which would have been apparent on a reasonable inspection by Merchant at or prior to the time when the Container was packed or filled; or vi. has been caused by the lack of typore description or preparation or preparation or packing of the Goods for transportation.

(c) This Bill is prima facie evidence of the receipt of the particular number of containers or similar articles of transport and condition of the contents of the containers. Delivery shall be deemey stall flat decemplet performance when the containers or similar articles of transport are delivered by the Carrier whether seals are intact or not. The Carrier has the right, but not the obligation, to open and inspect any container or similar articles of transport and the unique for transport and any time without notice to the Merchant and any expenses resulting some businespectance of the particles of transport before stuffing them and the use thereof shall be prima facie evidence of their being sound and suitable for use.

sound and suitable for use.

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

(b) The Merchant shall be liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Merchant for loading-stuffing and return to the Carrier for carriage.

(c) The Merchant and the Consignes shall be jointly and severally liable for any loss of, damage to, or delay, including but not limited to demurrage/detention costs, of (c) The Merchant and the Consignes shall be jointly and severally liable for any loss of, damage to, or delay, including but not limited to demurrage/detention costs, of (c) The Merchant and the Consignes shall be placed between handing over to the Consignes for unloading/unstuffing and return to the Carrier.

20. Dangerous Goods

(a) The Merchant may not tender goods of a dangerous nature without, written application to the Carrier and the Carrier's acceptance of the same. In the application, the Merchant that sidently the nature of the goods with specificity as well as the names and addresses of the exact Shippers and Consigneses.

(b) The Merchant shall, in any event, comply with all internationally recognised requirements and all rules which apply according to national law or by reason of contentational convention, relating to the carrier of Goods of a dangerous nature are handed over and accepted for carriage by the Carrier and indicate to him, if need be, the precautions to be taken.

(c) If the Merchant falls to provide to the Carrier in formation as contained the accessing of the goods of any at any time be landed at any place, thrown overboard, destroyed, disposed of or rendered innocuous without liability on the part of Carrier and without compensation to the Mercha

ason to know of the dangerous propensity of the Goods shipped.
FREIGHT, LIEN, ABANDONED CARGO, CARRIER'S RIGHT TO HOLD OR SELL GOODS

W. REIGHT, LIEM, ABANDONED CARGO, CARRIER'S RIGHT TO HOLD OR SELL GOODS

21. Freight

(a) Freight shall be deemed fully earned on receipt of goods by the Carrier, its servants or agents, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full, in any event, and in cash without any offset, counterclain, or deduction, whether the goods are lost or not lost, in the currency and the Carrier's option. Interest at 12% shall not in from the date when freight and charges are due. If the services of a Freight Forwarder are used for this transportation, those services shall be deemed to be performed as Agent of the Merchant and payment of height to the Freight Forwarder is not payment to the Carrier. If the light shall be paid on damaged or unsound goods. In any referral for collection or action against the Merchant for mornies due to the Carrier, upon recovery by the Carrier, the Merchant shall pay the expenses of collection and illigation, including all and any legal costs and fees.

(b) Freight may be calculated on the basis of the particulars of the goods furnished by the Merchant, who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods, but the Carrier for the purpose of ascertaining the actual gradual and any legal costs. In case of incorrect declaration of the contents, weight, measure, and value of the goods, the Merchant shall be liable for and bound to pay to the Carrier.

It is a liquidated and ascertained damages, an additional sum equal to the correct freight.

(c) Quotations as to fee, tasked of data, which would have been due had the correct details been given, plus.

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It is a liquidated and ascertained damages, an additional sum equal to the correct charg

charges, including advances. This provision shall apply regardless of whether the front of this Bill has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

(f) All persons encompassed within the definition of "Merchant" as provided above shall jointly and severally indemnify the Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of the Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(g) The Merchant's statellion is farmed 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, then all freight and charges are paid.

22. Lien

(a) The Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurrage, damage, loss, costs and charges, General Average

contributions to whosever due, expenses and any other sums whatsever payable by or chargeable to of to the account of the Merchant under this document and any contract preliminary hereto and any sums owed to the Carrier by the person requesting delivery of the Goods on prior accounts or delivered shipments, whether or not related to the Goods or carrier bill of lading, and the cost and expenses of recovering the same, and may hold the Goods will all such charges and costs are fully settled, or self the Goods privately of by public auction without notice to the Merchant. If sale proceeds fail to cover the amount due and expenses incurred, the Carrier may recover the deficit from the Merchant. incurred, the Carrier may recover the deficit from the interchant.

(bi) If the Goods are unclaimed after a reasonable time not to exceed fourteen (14) days after notice of arrival, or the time set forth in any applicable warehouse receipt or bill of lading, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to the Carrier, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

V. MISCELLAREOUS PROVISIONS

And without any responsability embedies in the Carrier's option and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, this covering all Goods, whether carried on or under deck. The New Jason Clauses as approved by BIMCO to be considered as incorporated herein.

(a) General Average shall 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, whether carried on or under deck. The New Jason Clauses as approved by BIMCO to be considered as incorporated herein.

(b) In the event of accident, damage, danger or disaster before or after commencement of the voyage resulting from any case whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with Carrier in General Average active payment of any scapical charges incurred in respect of the goods. The parties to this Bill agree to accept as binding the decisions of the General Average, active or incurred, and shall up as valage or special charges incurred in respect of the goods. The parties to this Bill agree to accept as binding the decisions of the General Average Adjuster or the Carrier may exercise a lien against the goods for General Average Adjuster or the Carrier may exercise a lien against the goods for General Average Adjuster or the Carrier may exercise a lien against the goods for be reported to the Carrier has the fight to refuse to deliver the goods and any document relating to the goods. The Merchant agrees to provide such security and mayments on account whether or not the goods have been delivered. The Merchant argees that if the goods have been delivered, or and cherwise unavailable for the purpose of executing a lien against them, the Carrier may obtain such security and payments on account by executing a lien against them, the Carrier may obtain such security and payments on acc

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

24. Both-to-Blame Collision Clause

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

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

25. Himalay Calause

(a) Its hereby expressly agreed that no servant, agent, direct or indirect subcontractor or other party employed by or on behalf of the Carrier, or whose services or equipment have been used in order to perform his contract (such persons so employed, or whose services or equipment have been used, hereinafter termed "Servant") shall in any circumstances whatsoever be under any liability whatsoever to the Merchant, including all the parties contained in the definition of Merchant above, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

(b) Without prejudice to the generality of the foregoing provisions, every exemption, limitation, condition and liberty contained herein and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction artitization provision contained herein shall also be available and shall extend to every such Servant, who shall be entitled or enforce the same against the Merchant undertakes that no claim or allegation whether arising in contract, ballment, tort or otherwise shall be made against any Servant which imposes or attempts to impose upon any of them or any vesses owned or chartered by any of them any liability whatsoever 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 (c) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.

(e) For the purpose of such paragraphs (a)-(d) of this clause the Carrier is or s

26. Steel, Other Metal Cargo, Lumber And Wood Acknowledgement of receipt of steel, other metal cargo, lumber and wood in apparent, external, good order and condition in this bill of lading is not a representation by the Carrier that conditions of rust, oxidation, or wetting and the like did not exist on receipt of such goods. It is agreed that superficial rust, white rust, oxidation, wetness or any like condition is not a condition of damage to steel and other metal cargo, It is agreed that wetting of lumber wood is not a condition of damage. It the Merchant requests in writing before delivery of such goods to the Carrier and if an increased freight is paid, the Carrier will, after a special survey of the goods, issue a bill of lading describing superficial rust, white rust, oxidation or wetness on such goods. issue a bill of lading describing superficial rust, white rust, oxidation or wetness on such goods.

27. Severability

The terms of this Bill shall be severable and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

28. Variation of the Contract

No servant or Agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

MMSeaAir - US-T/C - USLtr - 12Oct21