

## CONDITIONS

Titles set forth below are for easy reference only.

### 1. APPLICABILITIES

Notwithstanding the heading "Combined Transport Bill of Lading" the provisions set out and referred to in this document shall also apply if the transport as described on the face of this Bill of Lading is performed by one mode of transport only.

### 2. DEFINITIONS

"Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this Bill of Lading the Receiver and the Owner of the Goods. "The Freight Forwarder" means the issuer of this Bill of Lading as named on the face of it.

### 3. ISSUANCE OF THE "COMBINED TRANSPORT BILL OF LADING"

- 3.1 By the issuance of this "Combined Transport Bill of Lading" the Freight Forwarder undertakes to perform and/or in his own name to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading.
- 3.2 For the purposes and subject to the provisions of this Bill of Lading, the Freight Forwarder shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.

### 4. NEGOTIABILITY AND TITLE TO THE GOODS

- 4.1 By accepting this Bill of Lading the merchant and his transferees agree with the Freight Forwarder that, unless it is marked "Non-negotiable", it shall constitute title to the goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or transfer the goods herein mentioned.
  - 4.2 This Bill of Lading shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to third party acting in good faith.
- ### 5. DANGEROUS GOODS AND INDEMNITY
- 5.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
  - 5.2. If the merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and necessary precautions to be taken and if at any time they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation and the Merchant shall be liable for loss, damage, delay or expenses arising out of their being in charge, or their carriage, or of any service incidental thereto. The burden of proving the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the person entitled to the goods.
  - 5.3. If any goods shipped with knowledge of the Freight Forwarder as to their dangerous nature shall become a danger to the vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Freight Forwarder without any liability on the part of the Freight Forwarder, except to General Average, if any.

### 6. DESCRIPTION OF GOODS AND MERCHANT'S PACKING.

- 6.1. The consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy at the time the goods were taken in charge by the Freight Forwarder of the description of the goods, marks, number, quantity, weight and/or volume as furnished by him, and the consignor shall indemnify the Freight Forwarder to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the consignor.
- 6.2. Without prejudice to Clause 7 (A) (2) (c) the Merchant shall be liable for any loss, damage, or injury caused by faulty or insufficient packing of good or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Freight Forwarder against any additional expenses so caused.

### 7. EXTENT OF LIABILITY

- A.1) The Freight Forwarder shall be liable for loss or damage to the goods occurring between the time when he takes the goods into his charge and the time of delivery.
  - 2) The Freight Forwarder shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by,
    - a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge.
    - b) insufficiency or defective condition of the packaging or marks and/or number.
    - c) handling, loading, storage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant.
    - d) inherent vice of the goods.
    - e) strike, lockout, stoppage or restraint of labor, the consequences of which the Freight Forwarding could not avoid by the exercise of reasonable diligence.
    - f) any cause or event which the Freight Forwarder could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
    - g) a unclear incident if the operator of a unclear installation or person acting for him is liable for the damage under an applicable international Convention or national law governing liability in respect of such unclear energy.
  - 3) The Burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Freight Forwarder. When the Freight Forwarder establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in b) to d) above, it shall be presumed that it as so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.
- B. When in accordance with Clause 7 A.1 The Freight Forwarder is liable to pay compensation in respect of loss or damage to the goods and stage of transport where the loss or damage occurred is known, the liability of the Freight Forwarder in respect of such loss or damage shall be determined by the provisions contained in any international Convention or national law which provisions
- (i) cannot be departed from by private contract, to the detriment of the claimant and
  - (ii) would have applied if the Claimant had made a separate and direct contract with the Freight Forwarder in respect of the particular state of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

### 8. PARAMOUNT CLAUSE

The Hague Rules contained in the International Conventions for the unification of certain rules relating to Bill of Lading dated Brussels 25th August, 1924, or in those protocol of Brussels dated February, 23rd, 1968 as enacted in the country of Shipment, shall apply to all carriage of goods by sea and where no mandatory international or national law applies to the carriage of goods by inland waterways also, and such provisions shall apply to all goods whether carried on deck or under deck. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act, approved April 16, 1936 ("COGSA"). All provisions of COGSA and the bills of lading shall apply to the period prior to loading and after discharge. To the extent the Harter Act is compulsively applicable, the Freight Forwarder's responsibility shall be subject to COGSA.

### 9. SHIPPER -PACKED CONTAINER

If a container has been filled, packed or loaded by the Merchant, the Freight Forwarder shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Freight Forwarder against any loss, damage, liability or expenses incurred by the Freight Forwarder.

### 10. DELAY, CONSEQUENTIAL LOSS, ETC.

The Freight Forwarder does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market. The Freight Forwarder shall in no

circumstance be liable for any indirect or consequential loss or damage caused by delay.

The Freight Forwarder shall in no circumstance be liable for direct or indirect or consequential loss or damage arising from any other cause.

### 11. THE AMOUNT OF COMPENSATION

- 11.1. When the Freight Forwarder is liable for compensation in respect of loss/damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.
- 11.2. The value of goods shall be fixed according to the current commodity exchange price or if there be no such price, or if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- 11.3. Compensation shall not, however, exceed US \$20/CBM or maximum US \$500 of the goods lost or damaged, Unless with the consent of the Freight Forwarder. The Merchant has declared a higher value for goods and such Higher value has been stated in "Combined Transport Bill of Lading," in which case such higher value shall be the Limit. However, the Freight Forwarder shall not in any case be liable for an amount greater than the actual loss To the person entitled to make the claim.

### 12. DEFENCES

- 12.1. The defenses and limits of liability provided in this conditions shall apply in any action against the Freight Forwarder for loss or damage to the goods whether the action be founded in contract or in tort.
- 12.2. The Freight Forwarder shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 11 if it is proved that the loss or damage resulted from an act or omission of the Freight Forwarder done with intent to cause damage or recklessness and with knowledge that damage would probably result.

### 13. LIABILITY OF SERVANTS AND SUB-CONTRACTOR

- 13.1. If an action for loss of or damage to the goods is brought against a person referred to in paragraph 2 of Clause 3, such person shall be entitled to avail himself of the defenses and limits of liability which the Freight Forwarder is entitled to invoke under these conditions.
- 13.2. However, if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in paragraph 3 Clause 11.
- 13.3. Subject to the provisions of paragraph 2 of Clause 12 and paragraph 2 of this Clause, the aggregate to the amounts recoverable from the Freight Forwarder and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed the limits provided for in these Conditions.

### 14. METHOD AND ROUTE OF TRANSPORTATION

The Freight Forwarder reserves to himself a reasonable liberty as to the means route and procedure to be followed in handling, storage and transportation of goods.

### 15. DELIVERY

If delivery of the goods or any part thereof is not taken by the Merchant at the time and place when and where the Freight Forwarder is entitled to call upon the Merchant to take delivery thereof, the Freight Forwarder shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, where upon the liability of the Freight Forwarder in respect of the goods or part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Freight Forwarder or any agent or sub-contractor of the Freight Forwarder) shall forthwith upon demand be paid by the Merchant to the Freight Forwarder.

### 16. FREIGHT AND CHARGES

- 16.1. Freight shall be paid in cash without discount and whether pre-payable or payable at destination, shall be considered as earned on receipt of the goods and not to be returned or relinquished in any event.
- 16.2. Freight and other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or at the Freight Forwarder's option in the currency of the country of dispatch or destination at the highest rate of exchange for banker sight bills current for pre-payable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher or the option of the Freight Forwarder on the date of the Bill of Lading.
- 16.3. All dues, taxes and charges other expenses in connection with the goods shall be paid by the Merchant.
- 16.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by way, warlike operations, epidemics, strikes, government directions or force majeure.
- 16.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurement or value of the goods but the Freight Forwarder reserves the right to have the contents inspected and the weight, measurement or value verified, if on such inspection, it is found the declaration is not correct it is agreed that a sum of equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to the Freight Forwarder for his inspection costs and losses of freight on other goods, notwithstanding any other sum having been stated on the Bill of Lading as freight payable.

### 17. LIEN

The Freight Forwarder shall have a lien on the goods for any amount due under this Bill of Lading including storage fee and for the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

### 18. GENERAL AVERAGE

The Merchant shall indemnify the Freight forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

### 19. NOTICE

Unless notice of loss or damage to the goods and the general nature of it be given in writing to the Freight Forwarder or the persons referred to in paragraph 2 of Clause 3 at the place of delivery before or at the time of the removal of the goods into custody of the persons entitled to delivery thereof under this Bill of Lading or if the loss or damage be no apparent within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Freight Forwarder of the good described in this Bill of Lading.

### 20. NON DELIVERY

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

### 21. TIME BAR

The Freight Forwarder shall be discharged of all liability under the rules of these Conditions unless suit is brought within nine months after

- (i) the delivery of the goods, or
- (ii) the date when the goods should have been delivered, or
- (iii) the date when in accordance with Clause 20, failure to deliver the goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery the right to treat the goods as lost.

### 22. JURISDICTION

Actions against the Freight Forwarder may only be instituted in the country where the Freight Forwarder has his principal place of business and shall be decided according to the law of such country.