COMBINED TRANSPORT SEA WAYBILL

1. Definitions

"Carrier" in this Bill of Lading means Samskip hf and/or subsidiary companies.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

"Vessel" includes any substituted vessel and any vessel to which transhipment may be made in the performance of this contract.

"Merchant" includes, jointly and severally, the shipper, the receiver, the consignee, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting, whether as servant or agent or otherwise, of any such person.

"Holder" means any person, which term shall, herein, include an individual and a corporation, for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the transfer or the endorsement of this Bill of Lading or otherwise.

"Goods" means the cargo accepted from the shipper and includes any containers not supplied by or on behalf of the Carrier.

"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.

"Combined Transport" arises when a Place of Receipt and/or Place of Delivery is/are completed on the face hereof.

"Port to Port Shipment" arises when the Carriage called for in this Bill of Lading is not Combined Transport.

"Container" includes any container, trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate Goods.

"SDR" Special Drawing Rights as defined by the International Monetary Fund and applied by the SDR Protocol (1979).

"SDR Protocol (1979)" means the Protocol signed at Brussels on 21st December 1979 to amend the Hague Rules.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 as amended by the Protocol signed at Brussels on 23rd February, 1968 and by the SDR Protocol (1979).

"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

2. Carrier's Tariff

The terms of the Carrier's applicable tariff at the date of the shipment are incorporated herein ("Tariff"). Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its Agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff this Bill of Lading shall prevail except.

3. Warranty

(i) The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and the Bill of Lading.

(ii) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the shipper are correct and complete in all material respects and no representation of any nature as to such particulars, in favor of any person, is made, either directly, or by implication by the Carrier.

4. Sub-contracting

(i) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and, without limitation, any and all other duties whatsoever undertaken by the Carrier in relation to the Goods.

(ii) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier, including but not limited to stevedores and terminal operators, which imposes or attempts to impose upon any of them or any Vessel owned by any of them any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequence thereof. Without prejudice to the foregoing, every such servant, agent and sub-contractor shall have the benefit of all exceptions, limitations, provisions, conditions and liberties herein benefiting the Carrier as if such provisions were expressly made for their benefit; and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and sub-contractors. The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by such Merchant from any servant, agent or sub-contractor of the Carrier for any loss, damage, delay or otherwise.

(iii) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

(iv) The Merchant further undertakes that no claim or allegation howsoever in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose on the Carrier any liability whatsoever in connection with the Goods, or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequences thereof.

5. Carrier's Responsibilities

Port to Port Shipments:

If the Carriage called for by this Bill of Lading is a Port-to-Port Shipment, the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any Vessel upto and during discharge from that Vessel or from another Vessel into which the Goods have been transhipped shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules.

Notwithstanding the above, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises prior to loading on or subsequent to discharge from the Vessel.

6. Carrier's Responsibilities

Combined Transport:

If the Carriage called for by this Bill of Lading is Combined Transport, the Carrier undertakes the performance and/or in its own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage, between the time when he receives the goods into his charge and the time of delivery, to the extent set out below and elsewhere in these conditions.

(1) If the stage of the Carriage when loss or damage occurred is not known:

(a) Exclusions

The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:-

(i) an act or omission, wrongful act or neglect, of the Merchant;

(ii) the lack of, or defective conditions of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.

(iii) insufficiency or defective or inadequacy condition of packing or marking or numbers on the goods, covering, or unit loads;

(iv) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;

(v) inherent vice of the Goods;

(vi) strike, lock-out, stoppage or restraint of labour;

(vii) a nuclear incident;

(viii) any cause or event, which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6 (1) shall rest upon the Carrier, save that when the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6 (1) (a) (ii), (iii) or (iv), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in Clause 7 (iii) total compensation shall in no circumstances whatsoever and howsoever arising exceed SDR 2 per kilo of the gross weight of the Goods lost or damaged or SDR 667 per package or unit, whichever is the higer.

(2) If the stage of the Carriage when the loss or damage occurred is known:

Notwithstanding anything provided for in Clause 6(1), but subject always to Clauses 5, 20 and 24, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) 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 Merchant; and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which 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; or

(b) if no international convention or national law would apply by virtue of Clause 6(2) (a), by the Hague Rules if the loss or damage is known to have occurred at sea or on inland waters; or

(c) by the provisions of Clause 6(1) if the provisions of Clause 6(2) (a) or (b) do not apply.

For the purposes of this clause 6(2), references in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waters and the Hague Rules shall be construed accordingly. If the Hague Rules apply by virtue of Clause 6(2) (b), the Carrier's liability shall be limited as provided in Clause 7(iii).

(3) If the Place of Receipt or Place of Delivery is not named on the face hereof:

If the Place of Receipt is not named on the face hereof the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the Vessel. If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to discharge from the Vessel.

7. The Amount of Compensation

(i) Subject to Clauses 5, 6, 8 and 24 and paragraphs (ii), (iii) and (iv) of this Clause, when the Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods, any partial loss or damage to be calculated on a pro rata basis. Compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered.

(ii) If there is no invoice value of 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 Merchant in accordance with the contract or should have been so delivered. The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market 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.

(iii) Unless otherwise expressly agreed herein compensation shall not exceed SDR2 per kilo of gross weight of the Goods lost or damaged, or SDR 667 per package or unit, whichever is the higher, unless the value of such Goods has been declared by the shipper before shipment and inserted on the face of this Bill of Lading in the space captioned "Description of Goods" and extra freight is paid on such declared value if required.

(iv) In case value has been declared in accordance with this clause, any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8. General

(i) The Carrier 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 or use. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay.

(ii) Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever or howsoever be liable for direct or indirect or consequential loss or damage or for loss of profits.

(iii) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

9. Notice of Loss, Time Bar

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or its agents at the Port of Discharge or the Place of Delivery as the case may be before or at the time of removal of the Goods into the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then notice must be given in writing within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought, and notice thereof given, within nine months after delivery of the Goods or the date when the Goods should have been delivered.

10. Defence and Limits for the Carrier

The exemptions from liability, defences, liberties and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for delay, loss of or damage to the Goods howsoever occurring whether the action be founded in contract or in tort and even if the loss, damage, or delay arose as a result of unseaworthiness, negligence or fundamental breach or repudiation of contract.

No interest shall be allowed on any claim against the Carrier up to the time of the rendition of judgment.

11. Methods and Routes of Transportation

(1) The Carrier may at any time and without notice to the Merchant;

(i) use any means of transport or storage whatsoever;

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on another Vessel than the Vessel named overleaf or on any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein;

(iii) sail without pilots, proceed via any route, at any speed, proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or oftener for bunkering or loading or discharging cargo or embarking or disembarking any person(s) whether in connection with the present a prior or subsequent voyage or without limitation any other purpose whatsoever, and before giving delivery of the Goods at the Port of Discharge or the Place of Delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or be towed, make trial trips, adjust compasses, or instruments or repair or dry-dock, with or without cargo on board;

(iv) unpack and remove the Goods which have been packed into a Container and/or forward the same in Containers or otherwise as the Carrier in its sole discretion may decide;

(v) load and unload the Goods at any port(s) or place(s) (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods for any period at any such port(s) or place(s).

(2) Anything done or not done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

12. Government directions, War, Epidemics, Ice, Strikes etc.

(i) The Master, and/or the Carrier, shall have liberty to comply with any orders, directions or recommendations as to loading, departure, routes, ports of call, stoppages, destination, arrival, discharge, delivery or in any other ways whatsoever given by any government or any person or body acting or purporting to act with the authority of such government or by any committee or person having under the terms of the Hull risks insurance on the Vessel the right to give any orders, directions or recommendations.

(ii) If in the opinion of the Master or the Carrier the venture is made unsafe, unlawful or inadvisable by the imminence or existence of war, warlike operations or hostilities, the Goods may be discharged at the Port of Loading or at any other port considered safe and convenient by the Master or the Carrier.

(iii) If on account of any hindrance, risk, delay, difficulty, or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to each hindrance, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) and including, but without limitation, actual or threatening epidemic, quarantine, ice, strike, lockout, labour troubles, interdict, congestion or difficulties in loading or discharge, the Master or the Carrier at any time is in doubt as to whether the Vessel can, safely and without delay, leave the Port of Loading or reach or enter the Port of Discharge or there discharge in the usual manner or proceed thence on the voyage, the Goods may be discharged at the Port of Loading or any port they or either of them may consider safe and convenient or otherwise dealt with pursuant to the liberties and powers contained in Clause 11.

(iv) In the cases referred to in all the preceding paragraphs under this Clause, the Carrier may at any time postpone, suspend or cancel the contract even before the Goods have been received and/or loaded and/or Bill of Lading issued. The discharge of any cargo under the provisions of this clause and/or the conclusion of the venture consequent upon compliance with any orders or directions referred to above, whether the Goods are discharged or not, shall be deemed a fulfillment of the contract.

(v) The Merchant shall be liable for all additional freight and demurrage and all charges and expenses incurred by the Master or Carrier acting as above.

(vi) Consignees to be informed, if possible, but without liability on the part of the Carrier regarding cases referred to in this clause.

13. Merchant's Compliance with Local Laws

The Merchant shall be liable for and shall defend, indemnify, and hold harmless the Carrier and the Vessel against any payment, expenses, fines, dues, duty, tax, impost, loss, damage or detention, sustained or incurred by or levied upon the Carrier or the Vessel in connection with the Goods for any cause whatsoever, including their nature, quality or condition (whether known to the Carrier or Master or not), any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the Merchant to procure consular, safety or health authority, customs, or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant. If for any reason whatsoever the Goods are refused importation the Merchant shall be liable for and shall pay return freight and charges thereon.

14. Temperature controlled cargo

(i) The Merchant undertakes not to tender for transportation any Goods which require temperature controlled without previously giving written notice of their nature and particular temperature range to be maintained and in case of a temperature controlled Container packed by or on behalf of the Merchant, further warrants and undertakes that the Goods have been properly, and at such correct temperature, and ventilation, if required, stowed in the Container and that its thermostatic controls and air vents have all material times been appropriately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods, howsoever arising.

(ii) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown or stoppage of the temperature control machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities whatsoever, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerating controls at the temperature range, if any, noted on this Bill of Lading.

15. Containers

(i) Goods may be stowed, packed, stuffed or loaded by the Carrier or its Agents or servants, without any limitation and without any notice to the Merchant, in Containers, trailers, transportable tanks, flats or pallets or any similar article of transport used to consolidate Goods. The Containers, trailers, transportable tanks, flats or pallets or any similar article of transport used to consolidate Goods may, without any limitation and without any notice to the Merchant be carried on or under deck whether stowed as aforesaid or received in a stowed, packed, stuffed or loaded condition from the Merchant unless the Merchant has in writing asked for Carriage under deck.

(ii) If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by;-

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing refrigerated Goods that are not at the correct temperature for carriage hereunder.

(iii) The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

(iv) Where Containers are packed with Bills of Lading have been issued form part of an LCL shipment which has been consolidated into a Container on behalf of either the Merchant or the Carrier, the Carrier shall have liberty to unstuff such Container in order to effect delivery of the said Goods.

(v) Goods that have been stowed, packed, stuffed or loaded by the Merchant in Containers, trailers, transportable tanks, flats or pallets or any similar article of transport used to consolidate Goods are considered to be received by the Carrier in fully packed condition for Carriage.

(vi) Where a Container owned or leased by the Carrier is unpacked at the Merchant's premises the Merchant is responsible for returning the Container with interior brushed and cleaned to the place of discharge or to the point designated by the Carrier, its servants or agents, forthwith or within the prescribed time. The Merchant shall be liable for hire, cleaning costs, demurrage, loss and expenses which may result from any failure or delay in return of the Container.

16. Freight etc., Earned, Lien

(i) Freight shall be payable on actual gross intake weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant herein, but the Carrier may at any time open any Container or other package and examine, weigh, measure and value the Goods. In case Merchant's particulars are found to be erroneous and additional freight is payable, the Goods shall be liable for any expense incurred in examining, weighing, measuring and valuing the Goods. Full freight shall be paid on damaged or unsound Goods. Full freight hereunder shall be considered completely earned on receipt of the Goods by the Carrier, and the Carrier shall be entitled to all freight and Charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the Vessel and/or Goods lost or not lost.

(ii) All unpaid Charges shall be paid in full and without any offset, counterclaim or deduction. Any error in freight or other charges or in the classification of Goods is subject to correction, and if on correction the freight or charges are higher the Carrier may collect the additional amount from the Merchant.

(iii) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for any other sums due from the Merchant to the Carrier under any other contracts, whether connected with carriage of Goods or not, and for General Average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the costs and expense incurred, the Carrier shall be entitled to recover the difference from the Merchant.

(iv) The Merchant shall be liable for all expenses of sorting, mending, cooperage, baling or reconditioning of Goods and/or packages containing the Goods and gathering of loose cargo and/or contents of packages resulting from insufficiency of packing or from excepted perils.

(v) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any damages sustained by the Carrier through such taking away.

(vi) The consignee and/or owner of the Goods shall bear and pay all tonnage dues, shed dues, harbour dues, Customs dues and Charges, wharfage Charges and other dues and Charges payable in respect of the Goods after leaving ship's tackle.

(vii) The Merchant shall defend, indemnify and hold harmless the Carrier against all and any cost incurred by the Carrier in exercising its rights under this clause.

17. Both to Blame Collision Clause

If the (carrying) vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default in the navigation or the management of the carrying vessel, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying vessel, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying vessel against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or her owner or demise charterer of the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessel or vessels or objects, other than, or in addition to the colliding vessels or objects, are at fault in respect to a collision, contact, stranding or other accident.

18. General Average

General Average shall be adjusted and payable according to York-Antwerp Rules of 1994 at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant. If a salving ship is owned or operated by the Carrier salvage shall be paid for as fully as if such salving ship belonged to strangers.

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special Charges incurred in respect of the Goods.

19. Fire

The Carrier shall not be liable to answer for or make good any loss or damage to the Goods occurring at any time and even though before loading on, or after discharge from, the Vessel by reason or by means of any fire whatsoever unless such fire shall be caused by its actual fault or privity.

20. Optional Stowage

(i) Goods may be stowed, without notice to the Merchant, on deck generally, and, in addition and without limitation, on or in the poop, forecastle, deckhouse, shelter deck, passenger space, bunker space, or any other covered-in space commonly used in the trade for the carriage of goods, and Goods so stowed shall be deemed to be stowed underdeck for all purposes, including General Average, Hague Rules, or (when applicable) US COGSA as incorporated herein, shall be applicable to such carriage of Goods so stowed.

(ii) Containers and Goods which are stated on the face hereof to be carried on deck at shipper's, or Merchant's, risk, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

(iii) Live animals and plants are carried at the sole risk of the Merchant. In the case of live animals, the Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any Vessel, craft, conveyance, Container or other place existing at any time.

21. Dangerous Goods

(i) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active, or damaging nature without previously giving written notice of their nature to the Carrier, marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the Carriage.

(ii) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.

(iii) If the requirements of paragraphs (i) and (ii) are not complied with the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier.

(iv) Goods which are or at any time become dangerous, inflammable, radio-active or damaging may at any time or place, be unloaded, destroyed, or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under (i) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods.

22. Notification and Delivery:

(i) Any mention herein of parties to be notified on the arrival of the Goods is solely for 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.

(ii) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand at or on to any wharf, craft or place on any day and at any time whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any Charges, dues or other expenses may be or become payable. Such discharge shall constitute due delivery.

(iii) Where the Carriage called for in this Bill of Lading is Combined Transport, the liability of the Carrier (if any) shall wholly cease on arrival of the Goods at the Place of Delivery. Merchant shall take delivery of the Goods forthwith as soon as they have arrived at the Place of Delivery.

23. Metal Products

The term "Apparent good order and condition" when used in this Bill of Lading with reference to iron, steel, or metal products does not mean that the Goods, when received, were free of visible rust or moisture. If the shipper so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notations as to rust or moisture which may appear on the Mate's or Tally Clerk's receipts.

24. USA Clause paramount

(i) If Carriage includes Carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act (1936) (US COGSA) the terms of which are incorporated herein and shall be paramount throughout Carriage by Sea (except as provided in Clause 20. (ii)) and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the sea terminal before loading onto the Vessel or after discharge therefrom as the case may be.

(ii) The Carrier shall not be liable in any capacity whatsoever for the loss, damage, or delay of or to the Goods while the Goods are in the United States of America away from the Sea terminal and are not in the actual custody of the Carrier. At these times the Carrier acts as agent only to procure Carriage by a third party (one or more) under the usual terms and conditions of such third party. If for any reason the Carrier is denied the right to act as agent only at these times, its liability for loss, damage or delay to the Goods shall be determined in accordance with clauses 6, 7, 9, and 10 hereof.

(iii) If this Bill of Lading is accepted by a non-vessel operating common carrier (NVOCC) or by a groupage agent acting as a NVOCC, who has in turn issued other contracts of carriage to third parties, the said NVOCC hereby warrants that all contracts of carriage issued by him in respect of Goods the subject of this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading and, where necessary, be in accordance with the Tariffs, whether of the Carrier or the NVOCC, required to be filed with the appropriate authorities. The said NVOCC further agrees to defend, indemnify and hold harmless the Carrier, its servants, agents and sub-contractors against all consequences of his failing so to incorporate.

(iv) As allowed by US COGSA, the liability of the Carrier and/or Vessel shall not exceed the amount set forth in clause 7 (iii) hereof, unless the value of the Goods has been declared on the face hereof and extra freight paid on such declared value if required.

25. Validity

In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

26. Jurisdiction and Law

Except as provided in Clause 24 (USA Clause paramount) the contract evidenced by this Bill of Lading shall be governed by the maritime law of Iceland and any dispute arising hereunder shall be determined by the Icelandic Courts according to Icelandic law to the exclusion of the jurisdiction of the courts of any other country.

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