

# LONG FORM OCEAN BILL OF LADING

## TERMS AND CONDITIONS

### 1. DEFINITIONS AND RULES OF CONSTRUCTION.

(a) As used in this Bill of Lading:

**“Carriage”** means the whole of the carriage, handling and storage of Goods, and other operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

**“Carrier”** means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed together with CorTrans Logistics, LLC.

**“Charges”** includes freight, dead freight, demurrage, detention, and all expenses and other money obligations incurred and payable by the Merchant with respect to the Carriage or otherwise under the applicable tariffs or this Bill of Lading.

**“COGSA”** means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended and recodified from time to time.

**“Container”** includes any container, trailer, transportation tank, lift van, flat, pallet, or any similar article of transport used to hold or consolidate goods.

**“Goods”** means the cargo described on the face of this Bill of Lading and, if the cargo is on, in or otherwise Stuffed into Containers supplied or furnished by or on behalf of the Merchant, includes the Containers.

**“Governmental Authority”** includes: all U.S. and foreign national, federal, state, local, and other governments; government corporations, authorities, boards, commissions, ports, bodies, and entities; and all departments, ministries, agencies, bureaus, offices, and subdivisions of any of the foregoing.

**“Hague Rules”** means the provisions of the International Convention for Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August 1924.

**“Hague-Visby Rules”** means the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968.

**“Harter Act”** means 46 U.S.C. § 30702, et seq., as amended and recodified from time to time.

**“Herein,” “hereof,” and “hereto”** are references to this Bill of Lading.

The terms **“include,” “including,”** and similar terms shall be construed as if followed by the words “but not limited to.”

**“Law”** means all present and future laws, statutes, codes, rules, regulations, ordinances, rules of law, principles of law, orders, decrees, judgments, directives or the equivalent, and all international conventions and treaties to the extent applicable by the terms of this Bill of Lading.

**“Merchant”** includes the shipper, the consignor, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any Person owning or entitled to the possession of the Goods or this Bill of Lading, any Person having a present or future interest in the Goods, or any Person acting on behalf of any of the above mentioned Persons. If more than one Person is a “Merchant” under this Bill of Lading, then all of Merchant’s representations, warranties, covenants, indemnities, agreements, consents, and waivers under this Bill of Lading shall be joint and several, but Carrier may exercise its rights and remedies upon the breach or default by any one Person constituting the Merchant (with or without exercising rights or remedies against the Goods, any other property, or any other Person).

**“Participating Carrier”** means any other carrier by water, land, or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier, and/or bailee.

**“Particulars”** includes all manner of details with respect to the Goods, including the exact description, weight, kind, nature, content, measure, gauge, quantity, quality, condition, marks, numbers, and value.

**“Person”** includes an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, Participating Carrier, Governmental Authority, and any other type of organization or entity.

**“Shipping Unit”** means each physical unit or piece of cargo not shipped in a package including articles or things of any description whatsoever, except Goods shipped in bulk and irrespective of the weight or measurement unit employed in calculating freight charges, and includes the term “customary freight unit” as used in COGSA (where applicable by its own force or by agreement), and, otherwise, “unit” as used in the Hague Rules, the Hague-Visby Rules, or any national legislation adopting the Hague Rules or the Hague-Visby Rules.

**“Stuffed”** includes filled, consolidated, packed, loaded, or secured, and references to “Stuffed” include placing in or on the relevant Container.

**“United States”** means the United States of America.

**“Vessel”** means the vessel named on this Bill of Lading and any other vessel, ship, barge, lighter, watercraft, or other means of transport which is or shall be substituted, in whole or in part, for such vessel.

(b) Words denoting the singular shall include the plural, and vice versa, and words denoting any gender shall include all genders; and captions of sections of this Bill of Lading are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provisions of this Bill of Lading. Whenever reference is made to Carrier’s agreement, approval, or consent or to any arrangement involving Carrier, even if not specifically so stated, such agreement, approval, arrangement, or consent shall not be binding upon Carrier unless in writing and signed by a duly-authorized representative of Carrier, and Carrier may withhold such agreement, approval, arrangement, or consent in its sole discretion. All warranties by Merchant shall be construed to include representations of fact. 2. TARIFF. All applicable provisions of Carrier’s tariffs that are published in accordance with the requirements of the Federal Maritime Commission or any other Governmental Authority are incorporated herein by reference. Copies of such provisions are obtainable from the Carrier upon request or from the relevant Governmental Authority with whom the tariffs have been filed.

**3. OTHER AGREEMENTS.** This Bill of Lading, together with terms set forth in Carrier’s invoices and in Carrier’s Application of Credit executed by Merchant supersede all agreements or engagements for the shipment of the Goods. All provisions of this Bill of Lading, whether written, typed, stamped, or printed, are accepted and agreed by the Merchant and shall be binding as fully as if signed by the Merchant, any local customs or privileges to the contrary notwithstanding. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory or other protection or exemption from or limitation of liability. If required by the Carrier, a signed original Bill of Lading duly endorsed must be surrendered to the Carrier or its agent at the Port of Discharge prior to the release of any Goods.

**4. WARRANTY.** Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods or any Person who has a present or future interest in the Goods.

## **5. CARRIER RESPONSIBILITY – GENERAL PROVISIONS.**

(a) If any portion of the Carriage is to or from the United States, or if Law other than United States Law is not compulsorily applicable, COGSA shall govern before loading and after discharge and during the entire time between the time the Goods are received from and redelivered to the Merchant, unless otherwise required by the Harter Act or by other applicable United States Law. In any trade that does not involve any carriage to or from the United States, the Hague Rules (or compulsorily applicable national Law implementing the Hague Rules) shall govern Carrier’s liability, limits on liability, and exemptions for loss, damage, or delay related to or in connection with the Goods, except where the Hague-Visby Rules are

compulsorily applicable Law, in which case the Hague-Visby Rules shall govern such liability, limits on liability, and exemptions, provided:

(i) Merchant acknowledges and agrees that the Carrier is a non-vessel owning common carrier, that it does not own, lease, charter, or operate Vessels or other modes of transportation, or engage in cargo handling or storage, as a result of which Carrier will be required to (and may, in its sole discretion) subcontract with Persons (at any tier), to transport, handle or store cargo to accomplish all or part of the Carriage. Merchant is bound by the limitations on, and exemptions from, liability that are contained in the tariffs, bills of lading, and other contracts by which such other Persons are engaged to perform all or part of the Carriage. Such other Persons shall enjoy the benefit of all of Carrier's rights and liberties with respect to the Goods and the Carriage. The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the tariffs, bills of lading, and contracts of such other Persons and of all limitations of, and exemptions from, liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual Person for the Carriage of the Goods. Under no circumstances shall the Carrier be responsible for any damages to an extent greater than it can recover from the actual Person engaged to perform all or part of the Carriage or any beneficiaries of its bill of lading.

(ii) Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable Law of any country (including, where applicable, Chapter 305 of Title 46 of the United States Code, and other relevant provisions of the United States Code) and without prejudice to the generality of the foregoing also all Laws available to the owner of the Vessels on which the Goods are carried.

(b) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any modes of land, sea, or air transport and to arrange participation by other Persons who handle or store cargo, or provide other services, to accomplish the total or any part of the Carriage between the Place of Receipt and the Place of Delivery as shown on this Bill of Lading.

(c) In the event that it is proven that loss or damage occurred during Carriage, but the stage of Carriage during which loss of or damage to the Goods occurred cannot be proved, it will be irrebuttably presumed that the loss or damage occurred while the Goods were on the Vessel, and all obligations, rights, and immunities of Carrier and Merchant with respect to such loss or damage shall be determined accordingly.

(d) The rights, defenses, exemptions, limitations of and exonerations from liability, and immunities of whatsoever nature provided for in this Bill of Lading shall apply in every action or proceeding against the Carrier, its agents or servants, Participating Carriers, independent contractors, or other Persons engaged to perform all or part of the Carriage, whether in tort, contract, or otherwise.

(e) Services performed by Carrier as to Goods before their receipt by or for Carrier at the Place of Receipt shown on this Bill of Lading or after their delivery by or for Carrier at the Place of Delivery shown on this Bill of Lading were or shall be performed solely as agent for the Merchant, and Carrier shall have no responsibility or liability as a Carrier for any acts or omissions of any Persons or loss of or damage or delay to the Goods during such periods.

## **6. CARRIER RESPONSIBILITY – LIMITATIONS.**

(a) Package, Customary Freight Unit, or Shipping Unit Limitation.

(i) Where COGSA applies to this Bill of Lading (whether by its own force or by agreement), Carrier shall not be liable for loss or damage in an amount exceeding US \$500 lawful money of the United States per package, or in case of Goods not shipped in packages, per Shipping Unit, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof.

(ii) Where COGSA does not apply, but where the Hague Rules, Hague-Visby Rules, or any legislation making such rules compulsorily applicable to this Bill of Lading apply, Carrier shall not be liable for loss or damage to or in connection with the Goods in an amount exceeding the package or Shipping Unit limitation as laid down by such Rules or legislation, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US \$500 lawful money of the United States per Shipping Unit.

(iii) Where neither COGSA, nor the Hague Rules, nor the Hague-Visby Rules, nor any legislation applying such Rules is compulsorily applicable, Carrier's liability shall not exceed US\$500 per Shipping Unit or US\$2 per kilo of the gross weight of the Goods lost, damaged, or in respect of which the claim arises, or the value of such Goods, whichever is less.

(iv) Where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or independent contractor and damage occurs during its or their period of care, custody, control, and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

(b) Ad Valorem - Declared Value of Package or Shipping Unit.

(i) To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, Carrier has established its regular, lower rates and charges based on the limited value of the Goods as agreed herein. Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper before delivery to Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by Carrier, extra freight, premiums, and other Charges paid. Unless the Merchant so declares the value of the Goods and pays ad valorem charges, the Merchant is deemed to have elected the regular, lower charges of Carrier, and to have agreed that, for purposes of computing any liability of Carrier, the limitations of liability set forth in Clause 6(a) hereof shall apply. In such case if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(ii) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(c) Definition of Package or Shipping Unit. Where a Container is used to consolidate Goods and such Container is Stuffed by Carrier, the number of packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or Shipping Units for the purpose of any limit of liability per package or Shipping Unit provided in any applicable international convention or national Law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or Shipping Unit. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such Law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(d) Valuables. The Carrier shall not be liable to any extent for any loss or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature, or any other valuable Goods whatsoever, including Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same inserted in this Bill of Lading and ad valorem freight has been prepaid thereon.

(e) Fire Exemption. Neither Carrier nor any Person controlled by or under common control with Carrier shall be liable to answer for or make good any loss or damage to Goods occurring at any time (including before loading on or after discharge from the Vessel) by reason or by means of any fire, wherever and howsoever occurring, unless such fire shall have been caused by the actual fault or privity of the Carrier or such Person, respectively. In any situation where such exemption from liability may not be permitted by Law, neither Carrier nor such Person shall be liable for any loss or damage by the fire unless caused by negligence, including that imputed by the Law, of Carrier or Person, respectively.

(f) Third Party Custody of Goods. Any other provision hereof to the contrary notwithstanding, Merchant agrees and acknowledges that (i) Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery, loss, or damage to the Goods occurring while the Goods are not in the actual possession of Carrier or of Carrier's agents and (ii) if Merchant directs that any Goods be moved from a container yard to a facility or the premises of any other third- party, and Goods are thereafter lost, stolen, or damaged, in whole or in part, while under the care, custody, or control of such third party or by a carrier that transports the Goods, Carrier shall have no liability for any such loss or damage whatsoever. If Merchant asserts a claim for such delay, non-delivery, mis-delivery, loss, damage, or any fault or negligence, and Carrier is required to defend against a claim or pay any claim related thereto, Merchant shall defend, indemnify and hold harmless the Carrier with respect thereto.

## **7. ROUTES AND DEVIATION; LIBERTIES.**

(a) Without notice to the Merchant, the Carrier has the liberty to carry the Goods on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Goods, including deviations for purposes not directly necessary for a prompt and direct accomplishment of the Carriage. Carrier does not warrant any specific route, Vessel, method of transport, or delivery date.

(b) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport of the Goods, which in the judgment of the Carrier (or any other Person who carries, handles, or stores or is to carry, handle, or store the Goods):

(i) has given or is likely to give rise to danger, injury, loss, hindrance, risk, difficulty, delay, or disadvantage of whatsoever nature to the Vessel, any vehicle or other means of transport, the Carrier, any other Person, the Goods, or any other property;

(ii) a Participating Carrier intended to be used for the Carriage suspends service for all or part of the intended Carriage;

(iii) the Carrier or the Carriage is adversely affected by a circumstance described in Clause 7(d) hereof, or there is a reasonable apprehension thereof;

(iv) a vendor of Goods not supplied by the Carrier asserts a legal right to recover, reclaim, or replevy such Goods;

(v) any Person constituting the Merchant files or becomes subject to proceedings in bankruptcy, receivership, or insolvency, to an assignment for the benefit of creditors, or any other similar proceeding or transaction;

(vi) Goods are seized by judicial or nonjudicial means, arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority; or

(vii) has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the Carriage or to discharge the Goods at the intended port or place of discharge, or to transport the Goods by the route or in the manner originally intended by the Carrier,

the Carrier at any time shall be entitled to do any or all of the following, without prior notice to Merchant: terminate the Carriage; store the Goods; transship or forward the Goods; divert the

Goods; unpack Goods from their Containers; and, in the exercise of its reasonable discretion, dispose of the Goods in such way as the Carrier may deem advisable, and, without limiting the foregoing:

(w) Carrier shall be entitled, before the Goods are loaded on the Vessel or other mode of transport, to cancel this Bill of Lading without incurring liability to the Merchant or any other Person for compensation or damages, and to require the Merchant to take delivery of the Goods, and upon Merchant's failure to do so, to store the Goods anywhere;

(x) if the Goods are at a place awaiting transshipment, Carrier shall be entitled to terminate the Carriage there and to store the Goods at any place selected by the Carrier, transship or forward the Goods to an alternative destination, and, in the case of the circumstances set forth in Clause 7(b)(iv) hereof, transship or forward the relevant Goods to an alternative recipient designated by the relevant vendor;

(y) if the Goods are loaded on the Vessel or other mode of transport, Carrier shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the Port of Loading or Place of Receipt and there discharge them; and

(z) in the case of the circumstances set forth in Clause 7(d) hereof impose surcharges to cover all extra expenses (including extra insurance premiums and cost of diversion).

All actions under Clauses (w), (x), (y), or (z) above shall constitute complete and final delivery and full performance of this Bill of Lading, and the Carrier thereafter shall be freed from any responsibility hereunder.

(c) If the Carrier makes arrangements to store, transship, or forward the Goods, it shall do so solely as agent of and for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of Carrier's acts or omissions as agent, and the Merchant shall reimburse the Carrier forthwith all extra freight charges and other extra expenses thereby incurred.

(d) The situations referred to in Clause 7(b)(iii) hereof shall include those caused by: the existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts or operations, riots, civil commotions, or other disturbances; closure of, obstacles in, or danger to any canal; blockade of port or place or prohibition of or restriction to commerce or trading; embargo; piracy; quarantine, sanitary, or other similar regulations or restrictions; strikes, lockouts, or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its subcontractors; congestion of port, dock, wharf, or any other place; shortage, absence, or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods; epidemics or diseases; Carrier making a determination that the Goods cannot be safely or properly carried further; or bad weather, shallow water, ice, landslip, or other obstacles in navigation or haulage.

(e) The Carrier shall have liberty to comply with orders, directions, regulations, recommendations, or suggestions as to departure, arrival, route, ports of call, stoppage, loading, discharge, handling, destination, reshipment, transshipment, deposit, or storage in any place or places, delivery, surrender, quarantine, disposal, or otherwise, howsoever given by any Governmental Authority or by any other Person having, under the terms of any insurance on the Vessel or the Goods, the right to give such order, directions, regulations, recommendations, or suggestions.

(f) The liberties set out in this Clause 7 may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

(g) Promptly after invoking, or becoming aware of any Person who fulfills any part of the Carriage invoking, any liberties set out in this Clause 7, Carrier shall give notice thereof to Merchant. All additional

freight and other Charges (including a reasonable recovery for Carrier's personnel and internal expenses) that are incurred as a result of any invocation of this Clause 7 shall be for the account of Merchant, who shall promptly pay the same. Such Charges and amounts that are incurred or recoverable hereunder in connection with a situation with regard to the Goods and other property may be reasonably allocated by Carrier between the Goods and such other property.

(h) Without limiting Merchant's other obligations under this Bill of Lading, Merchant shall defend, indemnify, and hold harmless the Carrier against all losses and liabilities suffered or incurred by the Carrier as a result of the circumstances referred to in this Clause 7.

## **8. MERCHANT'S RESPONSIBILITY.**

(a) The Particulars of the Goods set out on the face hereof and any Particulars or other representation appearing on the Goods, Containers, or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier the accuracy and completeness of all such information.

(b) Merchant warrants that it has complied with all applicable Laws and requirements of port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses, and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, addressing, or any other Particulars of the Goods.

(c) Merchant warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regards to their nature and in compliance with all applicable Laws.

(d) Merchant shall be liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, and after the Carriage of property (including Containers) of Carrier or any Person or Vessel that is caused by Merchant or any Person acting on Merchant's behalf or for which Merchant is otherwise responsible.

(e) Payment of any amounts due hereunder to a forwarder, broker, or any Person other than Carrier or its duly-authorized agent shall not be deemed payment to Carrier and shall be made at the payer's risk. Unless otherwise specifically agreed by Carrier, all amounts for which Merchant is liable under this Bill of Lading are due upon demand. Merchant shall pay interest on any amounts owed under this Bill of Lading that are not paid when due at one and one half percent (1.5%) per month (19.72% annum).

## **9. DANGEROUS GOODS, CONTRABAND.**

(a) Merchant warrants that the Goods are not, and shall not become, of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature, and agrees that such Goods shall be transported only upon the Carrier's acceptance (granted or withheld in its sole discretion) of a prior written application by shipper for the carriage of such Goods. Such application must accurately state the nature, name, label, and classification of the Goods, the method of rendering them innocuous, the full names and addresses of the shipper and consignee, and all certificates and other documents required by Law. Merchant shall not tender contraband for shipment.

(b) The Merchant shall ensure that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked on the outside of their packages and Containers and shall submit the documents or certificates required by any applicable Laws or by the Carrier before tendering the Goods for shipment.

(c) Whenever Goods are discovered to have been received by the Carrier and the Merchant has not complied with Clauses 9(a) or (b) hereof, or the Goods are found to be contraband or prohibited by any applicable Laws, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without liability, and the Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, and liability, including general average and loss of freight and other Charges, and any other expenses directly or indirectly arising out of or resulting from such Goods or any action by Carrier authorized herein with respect to any Goods.

## **10. CONTAINERS.**

(a) Carrier shall not be liable for loss or damage to the Goods Stuffed in Containers: (i) caused by the manner in which the Container has been Stuffed; (ii) caused by the unsuitability of the Goods for carriage in Containers; (iii) caused by the unsuitability or defective condition of the Container; or (iv) if the Container is not sealed at the commencement of the Carriage, except where Carrier has agreed to seal the Container.

(b) As to Containers Stuffed by Carrier, this Bill of Lading is prima facie evidence of the receipt only of the number of packages, Shipping Units, or Containers as shown on the face hereof. As to other Containers, this Bill of Lading is conclusive evidence of such matters. In all cases, the nature, order, and condition of the contents and any Particulars are unknown to the Carrier, who has no responsibility in respect thereof.

(c) If the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containers except to the extent that the Containers have been penetrated while in the custody of Carrier under circumstances for which it is liable.

(d) Carrier shall be at liberty to open all Containers and inspect the contents of the Containers without notice to the Merchant at such times and places as the Carrier may deem appropriate, and all expenses incurred therefrom shall be reimbursed to the Carrier or borne directly by the Merchant. In case the seals of Containers are broken by Governmental Authorities or other authorities for inspection of the contents of the Containers, the Carrier shall not be liable for any loss, damage, expenses, or any other consequences arising or resulting therefrom.

(e) Merchant shall return all Containers in the same order and conditions as handed over to Merchant (normal wear and tear excepted), with interiors clean, and prior to the accrual of any demurrage, detention, or other delay charges.

## **11. SPECIAL CONTAINERS.**

(a) Merchant warrants that it has not tendered for transportation any Goods which require temperature, humidity, ventilation, or other control without previously having made special arrangements with the Carrier in writing, including for the payment of additional freight (and filling in the appropriate box on the front of this Bill of Lading with respect to their nature and particular temperature or other range to be maintained). In the absence of such special arrangements, Carrier may treat the Goods or Containers only as ordinary Goods or Containers, respectively. In the case of temperature-, or humidity-, or ventilation-controlled Containers Stuffed by or on behalf of Merchant, Merchant further warrants that the Containers are and shall remain throughout the Carriage in proper functioning order and have been delivered to the Carrier at the proper internal temperature, humidity, ventilation, or other control conditions, that the Goods have been properly Stuffed in the Container, and that its controls have been properly set by Merchant before receipt of the Goods by Carrier.

(b) Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage, or other failure of the temperature, humidity, or ventilation controlling machinery, plant, insulation, or any other apparatus of the Containers, provided that Carrier shall maintain the settings of temperature-, humidity-, ventilation-, or other controlled Containers as required in Clause 11(c) hereof.

(c) If the Goods have been packed into temperature-, humidity-, ventilation-, or other controlled Containers by the Carrier and the particular temperature and humidity range requested by the Merchant is inserted in the Bill of Lading, then Carrier will use due diligence to set the controls within the requested ranges but does not guarantee the maintenance of such temperature and humidity conditions inside the Containers. The Carrier shall not be liable for any loss or damage occasioned by temperature, humidity, defects or insufficiency in or accidents to or explosion, breakdown, failure, or inoperability of any refrigeration, heating, cooling, humidity control, ventilation, or other control unit, including lack of fuel or power or interruption in fuel or power supply for any reason, unless shown to have been caused by the



failure of the Carrier to exercise due diligence to properly operate temperature-, humidity-, ventilation-, or other controlled Containers.

**12. STORAGE OF GENERAL CARGO.** Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered space commonly used in the trade and suitable for the carriage of Goods, or on deck as provided in Clause 13 hereof, and when so stowed shall be deemed for all purposes to be stowed under deck.

**13. DECK CARGO, LIVE ANIMALS AND PLANTS, PERISHABLES.**

(a) The Carrier has the right to carry the Goods in Containers under the deck or on deck, whether or not so stated herein.

(b) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark, or stamp any statement of on deck stowage on the face hereof, any custom or usage to the contrary notwithstanding. Carrier shall not be liable in any capacity whatsoever for any non- delivery, misdelivery, delay, or loss of or damage to Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by Carrier's negligence, the Vessel's unseaworthiness, or other reasons.