

# Booking Note

1. Agents - Shipbrokers	2. Place and date
3. Carrier (see clause 1)	4. Merchant (see clause 1)
5. Vessel's name	6. Time for shipment (about)
7. Loading port (or so near thereunto as the vessel may safely get and lie always afloat)	8. Discharging port
9. Description of goods	
10. Freight details and charges	11. Daily detention and/or demurrage rate
12. Merchant's representatives at loading port (state full name and address, telephone and email)	
13. Special terms, if agreed	

It is hereby agreed that this contract shall be performed subject to the terms contained on page 1 and 2 hereof which shall prevail over any previous arrangements and apply to the bill of lading, the terms of which are found on the reverse side hereof.

Signature (Carrier)	Signature (Merchant)
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**1. Definitions.**

"Carrier" means the company or entity designated as carrier on the front page hereof. "Contract" means the contract of carriage pursuant to the booking note and the bill of lading (when issued). "Discharging Port" and "Loading Port" mean the respective ports or places named on the front page hereof. "Merchant" includes the charterer, shipper, receiver, consignee, the holder of the bill of lading, the owner of the cargo, any person who has booked the Contract and any person entitled to possession of the cargo. "Vessel" means the vessel designated on the front page hereof or a substitute vessel.

**2. Notification.**

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

(b) Should the Carrier anticipate that, for whatever reason, the Vessel will not be ready to load the cargo on or about the time for shipment, the Carrier will notify the Merchant thereof without delay stating the expected time of the Vessel's readiness to load and asking whether the Merchant will exercise the option of cancelling the Contract or agree to a new time for shipment.

(c) The Merchant must exercise its option of cancelling by written declaration within 48 running hours after the receipt of the Carrier's notice. If the Merchant does not exercise its option of cancelling, then the expected time of the Vessel's readiness to load as stated in the Carrier's notice shall be the new time for shipment. This sub-clause (c) shall apply any time the Carrier requests amendment of the time for shipment.

**3. Liability for Carriage between Loading Port and Discharging Port**

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract.

(b) When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination, apply compulsorily to this Contract.

(c) If the contents of a container or similar article of transport are not made known to the Carrier prior to loading, the container or such article of transport shall be deemed a "package" or "unit" under the Hague Rules and the Hague-Visby Rules.

(d) The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

(e) The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo or live animals.

(f) The Carrier shall not be liable for any consequential loss whatsoever sustained by the Merchant, including but not limited to delay of the goods unless the goods have been delayed by the Carrier and/or his servants, agents or independent contractors with the intent to inflict such a loss. If the Carrier is nevertheless held liable in respect of delay or in respect of consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this bill of lading, or to the limitation amount as determined by sub-clauses 3 (a)-(d), whichever is lower.

(g) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clauses 3 (a)-(d) or, if applicable, the Special Clauses.

**4. Law and Jurisdiction.**

This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London. Arbitration shall be conducted in accordance with one of the following procedures of the London Maritime Arbitrators Association (LMAA) applicable at the date of the commencement of the arbitration proceedings:

(i) Where the amount claimed by the claimants is less than USD 1,000,000, excluding interest, or such other sum as the parties may agree on and subject to paragraph (ii) below, the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure;

(ii) Where the amount claimed by the claimants is less than USD 100,000, excluding interest, or such other sum as the parties may agree on, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

(iii) In any case where the LMAA procedures referred to above do not apply, the reference shall be to a tribunal of three arbitrators in accordance with the LMAA Terms current at the date of commencement of the arbitration proceedings.

**5. The Scope of Voyage.**

(a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding to or returning from or stopping or slowing down at or off any ports or places for any purpose whatsoever, whether in relation to the main object of the carriage of cargo under this contract or not, including but not limited to bunkering, loading, discharging, restowing, or other cargo operations and maintenance of Vessel and crew.

(b) The Merchant agrees and acknowledges that the cargo carried under this contract may be a part cargo and the Carrier shall have liberty to restow this and any other cargo loaded or to be loaded on board the Vessel and to load and discharge any other cargoes for the account of any other Merchants at or off any port(s) whatsoever in any order, whether or not in geographical rotation and whether or not such ports are on or are substantially on the route to or between the load and discharge port(s) identified in this contract and Owners shall have liberty to deviate to any such ports for these purposes.

(c) It is within the sole discretion of the Carrier to order the Vessel to proceed to the Discharging Port at any given speed (slow steam), even in weather conditions that do not dictate such slower speeds. In the event slow steam is ordered by the Carrier, the Merchant cannot claim against the Carrier for any delay whatsoever, caused by such orders to slow steam.

(d) Any deviation, change in the Discharging Port, or time lost due to environmental hazards shall be for the Merchant's account and such deviation shall not be considered unjustified. 6. Substitution of Vessel.

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

**7. Transshipment and Lightering.**

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

**8. Liability for Pre- and On-Carriage.**

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

**9. Loading and Discharging**

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

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging and shall bear all costs and expenses in connection with hooking on and hooking off.

(c) Loading may commence without prior notice.

(d) The Merchant or his agent shall tender the cargo as fast as the Vessel can load, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant fails to tender the cargo when the Vessel is ready to receive it, or if the Vessel cannot load the cargo, the Carrier shall be relieved of any obligation to load such cargo and entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay.

(e) The Merchant or his agent shall take delivery of the cargo as fast as the Vessel can discharge, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant or his agent fails to take delivery of the cargo, the Carrier's discharge of the cargo shall be deemed fulfillment of the Contract. Should the cargo not be applied for within reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate of USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the period of any delay.

(f) Securing of the cargo to be accomplished to Master's satisfaction. The time and expense of additional securing required by the Merchant or Merchant's representative to be for Merchants' account.

(g) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

(h) At the Loading Port and Discharging Port, cargo shall be received and delivered under hook and alongside the Vessel by and at the risk and expense of the Merchant. Cargo shall always be received and delivered within reach of the Vessel's gear and in the sequence as directed by the Master or the Carrier's port captain. This provision can be varied if agreed by the parties, e.g. if it is agreed that the cargo shall be carried on

the terms "Liner In/Free Out", "Free In/Liner Out" or "Free In/Out". Where this provision is used, the Vessel shall be at liberty to leave the port and cancel the Contract. If the terms are "Free In" or "Merchant's or Shipper's berth", then the Merchant shall owe dead freight in full. Should the Vessel be unable to discharge the cargo within 5 days of arrival at or off the Discharging Port, the carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed to be fulfillment of the Contract.

(i) A notice of readiness may be tendered by the Carrier on arrival at or off the Loading and/or Discharging Port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and whether in free pratique or not and whether ready or not.

(k) Should the vessel not be able to berth for any reason after 72 hours of arriving at or off the Loading Port and the vessel is entitled to leave the port and cancel the Contract. If the terms are "Free In" or "Merchant's or Shipper's berth", then the Merchant shall owe dead freight in full. Should the Vessel be unable to discharge the cargo within 5 days of arrival at or off the Discharging Port, the carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed to be fulfillment of the Contract.

**10. Freight, Interest, Dead freight, Charges, Costs, Expenses, Detention, Duties, Taxes and Fines.**

(a) Freight, whether paid or not, shall be considered as fully earned upon cargo being loaded, discounted, non-returnable, ship and/or cargo lost or not lost, and be paid without any deduction or set-off. In the event of detention, freight, detention, charges, and other sums under this Contract are payable on demand. In the event any amounts are outstanding under this Contract upon arrival at or off the Discharge Port, the Carrier is entitled to refuse to proceed to the port/berth area and/or refuse to commence discharge operations until such outstanding amounts have been paid in full.

(b) Interest at the rate of 1.5 percent per month accrues from the date an outstanding amount is due and payable and applies to all outstanding amounts owed by the Merchant to the Carrier under this Contract, including freight, detention, and other charges.

(c) Partial payments under this Contract are nonreturnable and without prejudice to the full amount due and owing. Acceptance of partial payments shall under no circumstances waive the full amount due and owing.

(d) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons. The Merchant shall be liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested dunnage supplied by the Merchant, including all costs for transporting the cargo to another port if required.

(e) The Merchant shall be liable for any taxes, dues, duties, fees, tolls, and wharfage on the Vessel, cargo and/or freight, including all Suez and/or Panama Canal charges.

(f) All charges, including handling, storing, receiving, delivery, truck loading and/or unloading and towage of the cargo, shall be for the Merchant's account. The Merchant shall reimburse the Carrier of such charges.

(g) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel, or cargo may incur through non-observance of any customs house, import, or export regulations.

(h) Any additional insurance premium charged by the Vessel's underwriters for breaching trading limitations INL/IWL or entering high risk areas and all anti-piracy precautions, including, but not limited to, armed guards and crew bonus shall be for the Merchant's account and payable together with the freight invoice.

(i) In case of the Merchant's incorrect declaration of contents, weights, dimensions and measurements, including lifting points and center of gravity, or value of the cargo, the Carrier is entitled to claim double the amount of freight which would have been due if such declaration had been correctly given as well as claim detention at the rate stipulated in sub-clauses 9 (d) and (e) for any delay at the Loading and/or Discharging port caused by such incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement, or value verified. The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full.

(j) If the Merchant's incorrect declaration of contents, weights, dimensions and measurements, including lifting points and center of gravity, or value of the cargo, the Carrier is entitled to claim double the amount of freight which would have been due if such declaration had been correctly given as well as claim detention at the rate stipulated in sub-clauses 9 (d) and (e) for any delay at the Loading and/or Discharging port caused by such incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement, or value verified. The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full.

(k) The Merchant shall be liable for any detention incurred at the Loading Port and/or Discharging Port upon presentation of the Carrier's invoice to be accompanied with the proper documentation and lay time statement.

(l) The Merchant's failure for whatever reason to tender or load the cargo shall entitle the Carrier to damages and/or deadfreight and such damages shall be claimable as liquidated damages quantified on the basis of the applicable freight rate, less any stevedoring and port costs saved. The Carrier shall not be required to call the Loading Port or to mitigate losses in order to be entitled to dead freight/liquidated damages under this clause.

**11. Lien.**

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

**12. General Average and Salvage.**

(a) General Average shall be adjusted at any port or place at the Carrier's option and settled in accordance with the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo, whether carried on or under deck. In the event of accident, danger, loss or damage, whether arising from the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

(b) If the Carrier decides not to declare General Average for whatever reason and the nature of the event was similar to one for which General Average could have been declared the Carrier will be entitled to reimbursement of his expenses from the Merchant on a pro rata basis of the cargo onboard.

**13. Government directions, War, Epidemics, Ice, Strikes, etc.**

(a) The Carrier shall be at liberty to comply with any order or recommendation in connection with the transport under this Contract, whether given by any government or authority or anybody acting or purporting to act on behalf of such government or authority or directing under the terms of the insurance of the Vessel the right to give such orders, directions or recommendations.

(b) Should it appear that the performance of the transport would expose the Vessel or any cargo to the risk of seizure, damage or delay resulting from war, warlike operations, blockade, hostilities, or other operations of war, or from the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Loading Port or any other safe and convenient port. The Master may in his absolute discretion decide to proceed in a convoy or joint sailing with other vessels or chose an alternative non-direct route to protect the crew, vessel and cargo. Any time including waiting time thereby lost shall be for the Merchant's account calculated at the detention/demurrage rate. Any additional cost of time lost sailing the alternative route shall be for the Merchant's account.

(c) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore, and/or difficulties in loading or discharging would prevent the Vessel from leaving the Loading Port or reaching or entering the Discharging Port or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at the Loading Port or any other safe and convenient port.

(d) The discharge under the provisions of this clause 13 of any cargo for which a bill of lading has been issued shall be deemed due fulfillment of this Contract.

(e) If in connection with the exercise of any liberty under this clause 13 any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the cargo.

(f) The time for freight to be paid in this clause 13 may be anticipated, or if for any such reason the Vessel cannot safely and without delay reach or enter the Loading Port or must undergo repairs, the Carrier may cancel the Contract before the bill of lading is issued.

**14. Defences and Limits of Liability for the Carrier, Servants and Agents.**

(a) The servants or agents of the Carrier shall, regardless of the circumstances, not be under any liability to the Merchant under this Contract for any loss, damage or delay of whatsoever kind arising directly or indirectly from any act of neglect or default on his part, while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of sub-clause 14 (a), every exemption from liability, limitation, condition and warranty herein contained and every right, defence and immunity of whatsoever kind applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof including legal fees.

(d) For the purpose of all the foregoing provisions of this clause 14, the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be deemed to be parties to this Contract.

(e) This clause 14 shall specifically apply, but not be limited to, all independent contractors, brokers, stevedores, port captains, commercial and technical managers and transportation providers employed by the Carrier.

**15. Stowage, Accommodation and Lifting of Cargo.**

(a) The cargo loaded under this Contract is to be carried as part cargo, shipped on and/or under deck in the Carrier's option. If carried on deck, bills of lading shall be endorsed accordingly.

(b) All cargo shall be fully stackable, overstackable and forkliftable without any restrictions, unless otherwise specified by the Merchant. All cargo shall be suitably packed for ocean transportation and have lifting, lashing and securing points and center of gravity clearly marked. The Merchant is responsible to ensure that cargo is provided with proper skids attached and, if required, all cradles used for securing the cargo are fit for the purpose and the cargo is suitably secured within the cradles. The Merchant shall fit the cargo and/or cradles as appropriate with suitable lifting lugs and sufficient lashing points for the cargo and/or cradle to be properly secured. If individual cargo items are not flat at their bottoms, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the cargo shall be for the Merchant's account. Cargo securing shall always be accomplished to the Master's satisfaction. In case the Merchant or the Merchant's representative requires additional cargo securing, this shall be for the Merchant's account. Any damage to the cargo and any delay resulting from the Merchant's failure to comply with the terms of this clause shall be for the Merchant's account and the Merchant shall indemnify the Carrier for all losses whatsoever including any damage to the Vessel or other cargo onboard and any loss of time.

(c) Any required spreader bars, wires, lifting frames, beams, slings, cradles or saddles not already on board the Vessel shall be supplied by the Merchant at his expense and responsibility and be certified by a recognized classification society. If the Vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the cargo is to be suitably packed for transportation and the Carrier is not liable for any corrosion and/or staining of cargo resulting from condensation.

(d) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.

(e) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

(f) The Merchant shall be liable to the Carrier for being in breach of any obligations pursuant to this clause 15, including but not limited to loss of time, personal injuries, and any damage to the Vessel, her servants and/or equipment.

**16. Shipped Packed Containers, Trailers, Transportable Tanks, Flats, Pallets, Cases and Crates.**

(a) If a container has not been filled, packed, or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall have any loss or expense incurred by the Carrier, if such loss, damage, or expense has been caused by:

(i) negligent filling, packing or stowing of the container;

(ii) the contents being unsuitable for carriage in container; or

(iii) the unsuitability or defective condition of the container, unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed, or stowed.

(b) The provisions of sub-clause (i) of clause 16 (a) also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(c) The Carrier is not liable for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

**17. Deck Clause.**

(a) Cargo which by the Contract is stated as being carried on deck and is so carried ("Deck Cargo") shall be shipped on deck at the Merchant's risk, expense or delay, free of any risk and liability for the Carrier for any delay, loss or expense whatsoever and however caused.

(b) If the Contract is subject to the U.S. Carriage of Goods by Sea Act, 1936 ("U.S. COGSA"), then Deck Cargo shall be carried on deck at the Merchant's risk as to the perils inherent in such carriage but in all other respects subject to the provisions of the U.S. COGSA as if carried under deck.

(c) The Merchant shall indemnify the Carrier against all liability, damage, and loss of whatsoever nature sustained by the Carrier and caused by or arisen due to the carriage of Deck Cargo.

**18. Letter of Credit Clause.**

If any part of the bill of lading of credit, import license, sales contract, invoice, or details of any contract to which the Carrier is not a party, are shown on the face of a booking note or any bill of lading issued pursuant hereto, such particulars are included solely at the request of the Merchant for his convenience. The inclusion of such particulars shall not be regarded as a declaration of value and shall in no way increase the Carrier's liability under the Contract. The Merchant shall indemnify the Carrier against all consequences of including such particulars.

**SPECIAL CLAUSES**

**A. Detention.**

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

**B. U.S. Time Period of Responsibility.**

In case the Contract is subject to the U.S. COGSA (as defined in clause 17), then the provisions stated therein shall apply before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the Merchant before the cargo has been handed over to the Carrier and inserted in this bill of lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

(iii) During any pre-loading or post-discharge contractual extension of U.S. COGSA, the No. Of Pkgs., Kind Of Packages and Description Of The Cargo conclusively establishes the package or customary freight unit.

**C. BIMCO Clauses.**

The following BIMCO clauses, or their latest edition/revision, available on request, as applicable at the time of signing this Contract, are deemed to be incorporated into this Contract:

- Both-to-Blame Collision Clause
- VOYWAR 2013
- Clause for Contagious Diseases Clause for Voyage Charter Parties 2015
- Ice Clause for Voyage Charter Parties
- Solid Bulk Cargoes that can Liquefy Clause for Charter Parties
- Double Bunking Clause For Time Charter Parties Revised 2008
- EU Advance Cargo Declaration Clause for Voyage Charter Parties 2012
- North American Advance Cargo Notification Clause for Voyage Charter Parties
- ISPS/MTSA Clause for Voyage Charter Parties 2005
- Piracy Clause for Single Voyage Charter Parties 2013

**D. Stoppage of Canals and Waterways.**

(i) The Merchant acknowledges that the freight paid or to be paid under this Contract is to be under this Contract and full and proper performance of this Contract by Owners. Alternatively, Owners shall be entitled (but not obliged) to insist on the Merchant providing alternative voyage orders in the event that such orders would avoid the risk of sanctions being imposed. In any event, the Merchant shall indemnify and hold the vessel, its Owners, Managers, crew and/or insurers harmless in respect of any sanctions imposed upon them and/or the consequences of any such sanctions being imposed, including but not limited to any consequential losses suffered by Owners resulting from the exercise by Owners of any liberty or discretion provided for herein.

(ii) In the event that by reason of entering into and/or performing this Contract, the vessel, its Owners, Managers, crew or insurers is exposed to a risk of sanctions being imposed on it or them ("sanction") to include but not be limited to the imposition of any fine or financial penalty whatsoever) by any supranational governmental organisation or any national or regional government or public authority, Owners shall be entitled (at their absolute discretion) to terminate the contract in the event that cargo has not yet been loaded or, in the event that cargo has been loaded, deviate to and discharge the Cargo at any port whatsoever that shall not expose the above parties to such sanctions. Such discharge shall constitute full and proper delivery of the Cargo to the person entitled to receive it under this Contract and full and proper performance of this Contract by Owners. Alternatively, Owners shall be entitled (but not obliged) to insist on the Merchant providing alternative voyage orders in the event that such orders would avoid the risk of sanctions being imposed. In any event, the Merchant shall indemnify and hold the vessel, its Owners, Managers, crew and/or insurers harmless in respect of any sanctions imposed upon them and/or the consequences of any such sanctions being imposed, including but not limited to any consequential losses suffered by Owners resulting from the exercise by Owners of any liberty or discretion provided for herein.

(iii) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

(iv) In the event of Waterway Stoppage, the Vessel may sail such alternative route as the Carrier deems suitable and the consequent increase in time shall be for the Merchant's account. The Merchant shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the delay due to the Waterway Stoppage and for the extra time due to the alternative route chosen.

(v) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

**E. Sanctions Clause.**

In the event that by reason of entering into and/or performing this Contract, the vessel, its Owners, Managers, crew or insurers is exposed to a risk of sanctions being imposed on it or them ("sanction") to include but not be limited to the imposition of any fine or financial penalty whatsoever) by any supranational governmental organisation or any national or regional government or public authority, Owners shall be entitled (at their absolute discretion) to terminate the contract in the event that cargo has not yet been loaded or, in the event that cargo has been loaded, deviate to and discharge the Cargo at any port whatsoever that shall not expose the above parties to such sanctions. Such discharge shall constitute full and proper delivery of the Cargo to the person entitled to receive it under this Contract and full and proper performance of this Contract by Owners. Alternatively, Owners shall be entitled (but not obliged) to insist on the Merchant providing alternative voyage orders in the event that such orders would avoid the risk of sanctions being imposed. In any event, the Merchant shall indemnify and hold the vessel, its Owners, Managers, crew and/or insurers harmless in respect of any sanctions imposed upon them and/or the consequences of any such sanctions being imposed, including but not limited to any consequential losses suffered by Owners resulting from the exercise by Owners of any liberty or discretion provided for herein.

(vi) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

(vii) In the event of Waterway Stoppage, the Vessel may sail such alternative route as the Carrier deems suitable and the consequent increase in time shall be for the Merchant's account. The Merchant shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rata, payable day by day for the delay due to the Waterway Stoppage and for the extra time due to the alternative route chosen.

(viii) Alternatively, in the event of Waterway Stoppage, if the Carrier deems there is no suitable alternative route available, the Carrier may discharge the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

**F. Sanctions Clause.**

In the event that by reason of entering into and/or performing this Contract, the vessel, its Owners, Managers, crew or insurers is exposed to a risk of sanctions being imposed on it or them ("sanction") to include but not be limited to the imposition of any fine or financial penalty whatsoever) by any supranational governmental organisation or any national or regional government or public authority, Owners shall be entitled (at their absolute discretion) to terminate the contract in the event that cargo has not yet been loaded or, in the event that cargo has been loaded, deviate to and discharge the Cargo at any port whatsoever that shall not expose the above parties to such sanctions. Such discharge shall constitute full and proper delivery of the Cargo to the person entitled to receive it under this Contract and full and proper performance of this Contract by Owners. Alternatively, Owners shall be entitled (but not obliged) to insist on the Merchant providing alternative voyage orders in the event that such orders would avoid the risk of sanctions being imposed. In any event, the Merchant shall indemnify and hold the vessel, its Owners, Managers, crew and/or insurers harmless in respect of any sanctions imposed upon them and/or the consequences of any such sanctions being imposed, including but not limited to any consequential losses suffered by Owners resulting from the exercise by Owners of any liberty or discretion provided for herein.

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