

Unifeeder Non-Negotiable Bill of Lading Terms and Conditions - 2023

(A) Received in apparently good order and condition, unless otherwise stated herein, for transportation On Board the ocean Vessel mentioned herein or On Board the feeder, Vessel or other means of transport (rail or truck) if place of receipt is named on reverse side of Bill of Lading, the Goods or packages or Containers said to contain Goods, specified herein for Carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein. Such Carriage, discharge or delivery is always subject to the exceptions, limitations, conditions, and liberties hereinafter agreed, in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery to the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease.

(B) Agents signing this Bill of Lading on behalf of the Company or Line by whom this Bill of Lading is issued have only the limited authority of a Vessel's master signing a Bill of Lading.

(C) The provisions set out and referred to in this document shall apply irrespective of whether the transport is performed by one or more modes of transport.

1. DEFINITIONS

- "Bill of Lading" means the present document whether called Bill of Lading, Paperless Bill of Lading or Waybill and whether issued in paper form or electronically.
- "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
- "Carrier" means the party on whose behalf this Bill of Lading has been issued. "Unifeeder A/S" is the trade name of the Carrier.
- "Clean" means for a Merchant's stuffed and sealed Containers, a Container received stuffed and sealed in apparent good order and condition. In those cases, in no circumstance can the Merchant make a representation to the Carrier related to the weight, contents, measure, quantity, quality, description, condition, marks or value of the Goods.
- "Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the front hereof in the relevant spaces.
- "Container" includes any Container (including an open top Container) flat rack, platform, trailer transportable tank, flat or pallet or any other device used for the transportation of Goods as well as any equipment thereof or connected thereto.
- "Freight" means all charges payable to the Carrier in accordance with Applicable Tariff of this Bill of Lading, including without limitation, local fees, storage, demurrage, detention, and reefer services.

- “Goods” means the whole or part of the cargo accepted from the shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.
- “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.
- “Hague-Visby Rules” means the Hague Rules amendments by the Protocols signed at Brussels on 23rd February 1968, and 21st December 1979, but only if such amendments are compulsorily applicable to this Bill of Lading.
- “Holder” means any Person 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 endorsement of this Bill of Lading or otherwise.
- “Indemnify” includes defend, Indemnify, and hold harmless.
- “Merchant” includes the Shipper, Holder, Consignee, the receiver or owner of the Goods, any Person owing or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any of that referred Persons.
- “On Board” includes any mode of transportation used or procured by the Carrier, including rail, road, water and air transport.
- “Person” includes an individual, group, company, or other entity.
- “Port to Port” arises if the Carriage is not Combined Transport.
- “Sub-Contractors” includes owners, charterers, and operators of any Vessels (other than the Carrier), stevedores, terminal and groupage operators, Underlying Carriers, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage or whose services or equipment have been used for the Carriage. “Sub-Contractor” includes all direct and indirect subcontractors and their respective servants and agents.
- “Underlying Carrier” includes any water, rail, motor, air or other Carrier utilized by the Carrier for any part of the transportation covered by the Bill of Lading.
- “US COGSA” means the United States Carriage of Goods by Sea Act, 46 U.S.C. App. 1300 et seq. as enacted 1936 and any subsequent recodification thereto.
- “Vessel” means the ship, craft, lighter, barge, feeder or ocean Vessel named in the Bill of Lading or other water borne craft used in the Carriage, in whole or in part, under this Bill of Lading.

2. CARRIER’S TARIFF

The terms of the Carrier's applicable Tariffs are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agent upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. REMITTANCE AND ACCEPTANCE OF THE BILL OF LADING

The Bill of Lading shall be sent, physically or electronically, or released to the Merchant in all cases at its sole risk, expense, and responsibility. In accepting this Bill of Lading, the Merchant agrees to be bound by all provisions, exceptions, terms, and conditions on the face and back hereof, whether written, typed, stamped, or printed, or incorporated on the face or reverse side of the Bill of Lading, as fully as if signed by the Merchant, notwithstanding any contrary custom or privilege. Unless otherwise specifically agreed in writing, Merchant agrees that all previous agreements or Freight engagements for and in connection with the Carriage of the Goods are superseded by this Bill of Lading, including the ones made between the Merchant and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels and also acknowledges that the said provisions, exceptions, terms and conditions supersede its own general terms and conditions and/or all similar documents. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties.

4. WARRANTY

The Merchant warrants that in accepting this Bill of Lading it is, or has the authority of contracting on behalf of, the Person owning or entitled to possession of the Goods and this Bill of Lading.

5. SUB-CONTRACTING

(1) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent, stevedore or subcontractor of the Carrier which imposes or attempts to impose upon any of them, or any Vessel owned or chartered by any of them, any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made, to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, stevedore and subcontractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitations of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them and in entering into this contract the

Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and subcontractors.

(3) The Merchant further undertakes that no claim or allegation 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, and to hold the Carrier harmless for any imposition or attempt to impose upon 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. If any such claim or allegation should nevertheless be made, the Merchant undertakes to Indemnify the Carrier against all consequences thereof.

6. DELIVERY OF CARGO BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY

In the event that Consignee/Receivers of the cargo require the Carrier to deliver cargo at a port or place beyond the place of delivery originally designated in this Bill of Lading and the Carrier in its absolute

discretion agrees to such further Carriage, such further Carriage will be undertaken on the basis that this Bill of Lading Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with Consignee/Receivers had been included in the description of the transport on the face of this Bill of Lading.

7. CARRIER'S RESPONSIBILITY

The Carrier undertakes responsibility from the place of receipt if named herein or from the port of loading to the port of discharge or the place of delivery if named herein as follows:

(a) Port-to-Port Shipment

- (1) Where the Carriage called for commences at the port of loading and/or finishes at the port of discharge, the Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever occurring, prior to loading onto or subsequent to the discharge over ship's rail, or if applicable, on the ship's ramp carrying the Goods.
- (2) When loss or damage has occurred between the time of loading of the Goods by the Carrier, or any Underlying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules or any national law incorporating or making the Hague Rules, or any amendments thereto, compulsorily applicable to this Bill of Lading.
- (3) Where any applicable compulsory law provides to the contrary of the foregoing clause (1) and (2), the Carrier shall nonetheless have the benefit of every right, defense, limitation (if lower), and liberty in the Hague Rules during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
- (4) Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States, the rights and liabilities of the parties shall be subject exclusively to US COGSA which shall also govern any loss or damage occurred before the Goods be loaded on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the custody of the Carrier or any Sub-Contractor.
- (5) In any event, the Carrier shall always be relieved of liability for loss or damage occurring during the Carriage, if such loss or damage was originated by any cause or event which the Carrier could not have avoided and the consequences whereof he could not prevent by the exercise of reasonable diligence, including, but not limited to (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor; (ii) compliance with instructions of any Person entitled to give them; (iii) insufficient or defective condition of packing or marks; (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf; (v) inherent vice of the Goods; (vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general; (vii) a nuclear incident; (viii) war or warlike situation, (ix) fire (x) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence. The burden of proof shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause or event specified in this clause, it shall be presumed that it was so caused.

(b) Combined Transport

(1) In a Combined Transport, the Carrier undertakes to perform and/or in his 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. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points.

(2) In Combined Transport, Carrier's liability will be governed by, and be subject to, the Terms and Conditions of Underlying Carriers Bill of Lading and/or, where applicable, the ICC Uniform Bill of Lading, together with the Underlying Carrier's Tariff, which shall be incorporated herein.

(3) Subject to subclause (4) where the loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time of delivery by the Carrier at the port of discharge, or during any prior or subsequent period of Carriage by water, the liability of the Carrier shall be determined in accordance with the Hague Rules or with the contract of Carriage or tariffs of any inland Carrier in whose custody the loss or damage, whichever imposes lesser liability on the Carrier. With respect to Combined Transportation from, to or within the United States when the Goods are in the custody of the Carrier, or any Underlying Carrier, such Combined Transport will be governed by the contract of Carriage or tariffs of any inland Carrier in whose custody the loss or damage occurred or by the US COGSA, whichever imposes lesser liability on the Carrier.

(4) If the place where the loss or damage occurred cannot be established the loss or damage shall be presumed to have occurred during the ocean voyage and the Carrier's liability shall be determined in accordance with subclause 7(a) above except for the limit that shall be as set out in clause 8.

(c) Agency

Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, he shall act as Merchant's agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect, or consequential loss arising out or resulting from such act, operation, or service. If, for any reason whatsoever, the Carrier is denied the right to act as agent as mentioned above, its liability for loss, damage or delays shall be determined in accordance with this Bill of Lading.

(d) Subrogation

When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any other third party, including Underlying Carriers and Sub-Contractors, on account of such payment.

8. LIABILITY PROVISIONS

(1) Where the Hague Rules apply hereunder the Carrier's maximum liability shall in no event exceed GBP 100 per package or unit, unless the nature or value of such Goods have been declared by the Shipper before shipment and inserted on the face of this Bill of Lading and extra Freight paid.

(2) When the Carrier is held liable for the loss or damage to the Goods and Hague Rules were not applicable, the compensation, subject to clauses 7 and 9 and subclauses (3), (4) and (5) of this clause, shall be calculated by reference to the commercial invoice value or custom declaration of the Goods, whichever is lower, plus Freight charges if paid.

(3) In the absence of the invoice or custom declaration value, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant in accordance with the contract. The value of the Goods shall be fixed according to the commodity exchange price or, if there is not such price, according to the current market price or, in the absence of that, by reference to the normal value of Goods of the same kind and quality. Compensation shall not, however, exceed SDR 2.00 per kilo of gross weight of the Goods lost or damaged and neither the actual commercial value of the Goods as defined in Clause.

(4) A higher compensation may be claimed, exceptionally and subject with the consent of the Carrier, when the value of the Goods was declared by the Shipper and that value exceeds the limits laid down in this clause. In that case, the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata based on such the declared value.

(5) When the compensation is payable, the Carrier is entitled to deduct therefrom any sum due or which at any time thereafter may become due by the Merchant under this Bill of Lading or under any other agreement or contract between the Carrier and the Merchant. The Carrier also reserves the right to settle any compensation payable to the Merchant by way of a credit note.

(6) US COGSA limitation to US Carriage

When the Carriage is to or from the United States of America and unless the nature and value of the Goods is declared on the back of the Bill of Lading, the Carrier's limitation of liability shall not exceed USD 500.00 per Container, package, bundle, pallet, or other unit, or when the Goods are not shipped per Container, package, bundle, pallet or other unit, USD 500.00 per customary Freight units.

9. GENERAL

(1) The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

(2) Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

(3) The terms of this Bill of Lading shall also 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.

(4) Demurrage and detention shall be calculated and paid as per general tariff available on the Carrier website www.unifeeder.com, or in any Unifeeder agency. However, if special free time conditions and daily rates are granted, it must be indicated in this Bill of Lading.

(5) Mis-declaration of cargo weight endangers crew, port workers and Vessels' safety. Your cargo may be weighed at any place and time of Carriage and any mis-declaration will expose Merchant to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to Freight surcharge.

(6) Notwithstanding anything to the contrary in this Bill of Lading Merchant is advised and agrees that, according to destination country law and practice, the Carrier has no control on the cargo's release once discharged. Moreover, Carrier has no interference on Consignee's decision to remove the cargo from one bonded terminal to another. Cargo is delivered through terminals to Merchant. This may be done without surrendering original Bills of Lading to the Carrier or its agents. In such case, the Carrier will not be responsible for any claim due to delivery of cargo without the presentation of the original Bills of Lading. Thus, Shipper must ensure they are paid for the cargo prior to the beginning of the voyage.

(7) The Merchant is responsible for returning any empty Container, with interior Clean, free of any dangerous placards, labels, or markings, at the designated place, and within 90 days following to the date of release, failing which the Container shall be construed as lost. The Merchant shall be liable to Indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value of the Container or the depreciated value of it due by the Carrier to a Container's lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the Container which shall be remitted as security for payment of any sums due to the Carrier, which includes for payment of all local fees, detention, and demurrage and/or Container's indemnity as referred above.

10. NOTICE OF CLAIM AND TIME FOR SUIT

(1) Unless notice of loss or damage of the Goods, specifying and describing the exact nature of such loss or damage, is 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 the transfer of the Goods into the custody of the Merchant, it will be deemed to have been delivered in good order and as described in this Bill of Lading.

(2) If the loss or damage is not apparent, the notice must be given within three days of the delivery of the Goods. After that period, the Goods shall be deemed to have been delivered in good order and as described in this Bill of Lading.

(3) In any event, the Carrier shall be discharged from any and all liability unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

11. DEFENSE AND LIMITS FOR THE CARRIER

The defense and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

12. SHIPPERPACKED CONTAINERS

(1) If a Container has not been stuffed by the Carrier, the Carrier shall not be considered liable for loss or damage to the contents and the Merchant shall hold harmless and Indemnify the Carrier against any injury, loss, damage, liability, or expense incurred by the Carrier if such injury, 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) visible unsuitability or defective condition of the Container inspected by the Merchant at or prior to the time the Container was filled, packed, stuffed, or loaded.

(2) The Shipper shall inspect Containers before stuffing and the use of them shall be evidence of their being sound and suitable for use.

13. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect its contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or be carried further, either at all or without incurring in any additional expense or taking any measure in relation to such Package or Container or its contents or any part thereof, the Carrier may abandon the 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, afloat or at any place, which storage shall be deemed as due delivered under this Bill of Lading. The Merchant shall Indemnify the Carrier against any reasonable additional expense so incurred.

14. FCL MULTIPLE BILLS OF LADING

(1) Goods will only be delivered to the Merchant if all Bills of Lading in respect of its contents have been surrendered authorizing delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled, the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

(2) If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of part cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or inappropriate Goods or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.

15. DESCRIPTION OF THE GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt of the cargo in apparently good order and condition except as otherwise noted of the total number of Containers or other packages or units enumerated on the face.

(2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers, or value of the Goods, so the Carrier shall be under no responsibility whatsoever in respect of such description or particularities.

(3) The Carrier, its Agents and servants shall not, in any circumstances, be held liable for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for mis-delivery

due to marks or countermarks or numbers, nor for failure to notify the Consignee of the arrival of the Goods, any custom of the port to the contrary notwithstanding.

(4) The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of, at least, USD 2,000 per Container or Goods (for non-Containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-Containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

16. SHIPPER'S RESPONSIBILITY

(1) The Shipper shall warrant to the Carrier that the particulars relating to the Goods, as set out on the Bill of Lading's face, have been properly 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.

(2) The Shipper shall Indemnify the Carrier against all losses, damages and expenses arising out of or resulting from inaccuracies in or inadequacy of such particulars.

(3) If commodities, technology, and/or software were exported from or imported to the United States, the Merchant must comply with all applicable USA laws and regulations. Diversions contrary to USA law are prohibited and the Goods will be loss and/ or destroyed, without any indemnity to the Merchant.

17. FREIGHT AND CHARGES

(1) Freight and charges shall be deemed fully earned by the Carrier on the receipt of the Goods and shall be paid by the Merchant, being nonreturnable in any event. In case the Merchant cancel the booking for Carriage, at any time and for any reason whatsoever, it shall be held liable for the payment to the Carrier, its agents, successors, or assignee of a cancellation fee equal to the value of the Freight added with all charges, costs and expenses deriving from the cancellation of the booking.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight and charges are to be paid, rate of exchange, evaluation and other contingencies relative to Freight and charges in the applicable tariff.

(3) The Freight has been calculated based on particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that an additional Freight shall be paid to the Carrier. The Carrier may at any time and in its discretion open any Container or other package or unit in order to reweigh, remeasure or revalue the contents, and, if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the real Freight will be charged or to double the correct Freight less the Freight charged, whichever sum is the smaller.

(4) The Merchant shall be responsible for the full payment to the Carrier, its agent, representatives, successors, or assignees, of the entire Freight due pursuant to this Bill of Lading on the agreed date and for its full amount, without possible deduction or set off of any sort. Merchant irrevocably agrees to waive any right of set-off between the Freight and any amount due under a contractual or tortious claim, which it has or may have against the Carrier and/or its Sub-Contractors, agents, officers, employees, or assignees, whether

or not the claim is related to the Carriage under this Bill of Lading and without prejudice to its right to file such claim subsequently.

(5) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be the exclusive agent of the Merchant for all purposes and any payment of Freight by the Merchant to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

(6) If the Merchant fails to pay the Freight upon the due date, without prejudice to any other right or remedy available, Carrier may at its option either (i) postpone the fulfilment of its own obligations until full payment of the Freight, including retaining the Goods; (ii) charge the Merchant interest on the amount unpaid as well as (iii) terminate the contract after send in 7 (seven) calendar days in advance a written notice to the Merchant. In the event of a payment delay by the Merchant, the Carrier may also for any new delivery, require payment prior to shipment or suspend or cancel the contract or any pending booking order, regardless of the conditions that may have been agreed, without incurring any liabilities. Whatever the option, the Merchant shall bear all attorneys' fees, bailiffs' fees and judicial costs incurred by the Carrier for the recovery of the unpaid Freight.

18. LIEN

(1) The Carrier and its servants or agents shall have a lien on the Goods and any documents related thereto and have the right to sell the same by public auction, or otherwise at his discretion, to be reimbursed of all Freight, including additional Freight, primage, deadFreight, pre-Carriage and/or inland Carriage whatsoever, demurrage, Container demurrage and storage charges, detention charges, salvage, and all other charges and expenses of whatever kind and nature that should be paid to the Carrier under the Contract of Carriage, for general average contributions to whomsoever due and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses of exercising such lien and such sale.

(2) Such lien and liability shall remain notwithstanding the Goods have been landed, stored, or otherwise dealt with. If on the sale of the Goods, the amount received is not sufficient to realize the amount due, the Carrier shall be entitled to recover the difference from the Merchant.

(3) If the Goods are unclaimed during a reasonable time, or if, in the Carrier's opinion, the Goods are likely to deteriorate, decay or be worthless, the Carrier may, at his discretion and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due to him by the Merchant and the amount realized by the exercise of the rights given to the Carrier under this Clause.

(4) The Carrier, its servants or agents shall also have a lien on the Goods carried under this Bill of Lading and any document relating thereto for all sums including Freight and charges as above mentioned due and outstanding on any other Contracts for the Carriage of Goods concluded between the Carrier, its servants or agents and the Merchant, at any time whereas such sums or Freight remains due and unpaid.

19. OPTIONAL STOWAGE

(1) The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.

(2) Goods whether stowed in Containers or not may be carried on or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules, of the Hague-Visby Rules and US COGSA, as the case may be. The shipper acknowledges that the Carrier may carry the Goods identified in this Bill of Lading on the deck of any Vessel and in taking remittance of this Bill of Lading, the Merchant confirms his unconditional and irrevocable consent in relation to a possible Carriage of the Goods on the deck of any Vessel.

(3) Goods (not being Goods stowed in Container other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, 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 of any other cause whatsoever.

20. METHODS AND ROUTES OF TRANSPORTATION

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

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

(b) transfer the Goods from one conveyance to another, including but not limited to, transshipping or carrying the same on another Vessel than the Vessel named on the face or on any other means of transport whatsoever and even through transshipment or forwarding of the Goods that may not have been contemplated or provided for herein;

(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;

(d) sail with or without pilots, to tow or be towed or to be dry-docked, proceed via any route, place or port, in its discretion (whether or not the nearest or most direct or customary or advertised 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, prior or subsequent voyage or 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 repair or drydock, with or without cargo onboard;

(e) load and unload the Goods at any port or place (whether or not any such port is named on the face as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(f) comply with any orders or recommendations given by any government or authority or any Person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.

(2) The liberties set out in Clause 20 (1) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any people, including but not limited to people involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done or not done in accordance with clause 20(1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

(3) By tendering the Goods for Carriage without any written request for Carriage in a specialized Container, or for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may properly be undertaken in a general-purpose Container.

(4) Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the Carriage of cargo may be disrupted or delayed since cargo may not be loaded on the original intended Vessel and may be forwarded to the port of destination on any alternative Vessel at Carrier's sole discretion. Furthermore, in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - and then be forwarded to the original intended port of destination. Carrier reserves its rights to accomplish the Bill of Lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery. Carrier shall have no liability whatsoever for any loss or damage resulting thereof.

21. MATTERS AFFECTING PERFORMANCE

(1) If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant and at its sole discretion, either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, either by the intended or the alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery.

(b) suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of this Bill of Lading and endeavor to forward them as soon as possible, being no limitation or deadline for the suspension.

(c) abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight as well to be reimburse for any additional costs of the Carriage, delivery, and storage at, such place or port. The Merchant shall nevertheless be entitled to pay the full Freight as well as any additional costs of the Carriage, delivery, and storage at, such place or port.

(2) If the Carrier elects to use an alternative route under Clause 21 (a) or to suspend the Carriage under Clause 21 (b) this shall not prejudice its right subsequently to abandon the Carriage under Clause 21 (c).

(3) If it is invoked the terms of this Clause, Carrier shall be entitled to charge additional Freight, including extra war risk charge as the Carrier may determine and other costs borne by the Carrier.

22. PERISHABLE CARGO

(1) Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature, ventilation and humidity setting of the thermostatic controls before receipt of the Goods by the Carrier.

(2) In case of refrigerated Container(s) packed by or on behalf of the Merchant, the Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been

pre-chilled before the loading into the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down Goods which have not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. 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. The Carrier shall not be responsible for the consequences of cargo that is in a higher temperature than that required for the transportation immediately prior the stuffing.

(3) The term "apparent good order and condition" when used with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the designated carrying temperature.

(4) The Carrier shall in no event be held liable for damage to Goods due to condensation.

(5) The Merchant is free to use its own temperature recording device. In no circumstance shall the Carrier be under any obligation to release the extracted data log records of the Container itself to the Merchant or any other Person.

(6) Unless it is noted on the face of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way, the Goods, even if it has a perishable nature, will be carried in ordinary Containers without special protection, services, or other measures.

23. LIVE ANIMALS

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay, or destruction howsoever arising. Should the Master in its sole discretion consider that any live animals likely to be injurious to any other live animal or any Person or property On Board, or to cause the Vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be sacrificed and thrown overboard without any liability attaching to the Carrier. The Merchant shall Indemnify the Carrier against all, or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

24. DANGEROUS GOODS

(1) The Merchant undertakes not to tender for transportation any Goods which are or may become dangerous, inflammable, radioactive, or have damaging nature without previously given 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.

(2) If the requirements of subclause 24.1 are not complied, the Merchant shall Indemnify the Carrier against all losses, damage or expenses arising out of the Goods being tendered for transportation or handled or carried by the Carrier, including Personal injuries.

(3) Goods which are or at any time become dangerous, inflammable, radioactive 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 subclause 24 (1), the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

25. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and Indemnify the Carrier in respect thereof.

26. NOTIFICATION AND DELIVERY

(1) Any mention in this Bill of Lading related to parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification, shall not involve Carrier in any liability nor relieve the Merchant of any obligation.

(2) The Merchant shall take delivery of the Goods within the time provided for the Carrier's applicable Tariff.

(3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may, without notice, unstow the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(4) The Merchant's attention is drawn to the stipulations concerning free time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

(5) If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be for its full account.

(6) If the Merchant fails to take delivery of the Goods, the Carrier may, without prejudice to any other rights, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(7) The Merchant undertakes to mitigate any loss or damage in connection with the Goods and to exhaust all initiatives in this respect. If the Merchant fails to prove having undertaken actions to mitigate them, it shall lose all rights to claim damages from the Carrier in connection with the Goods.

(8) In the event the Carrier agrees, at the request of the Merchant to amend the Place of Delivery stated herein, the Terms and Conditions of this Bill of Lading shall continue to apply, only to the extent provided by the Applicable Tariff until the Goods are delivered by at the amended Place of Delivery. If the Applicable Tariff does not explicitly provide for the continued application of the Terms and Conditions of the Bill of Lading then the Carrier shall act as agent only to the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage, or delay to the Goods, howsoever arising.

27. BOTH TO BLAME COLLISION

If the (carrying) ship comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to Indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all losses or liabilities to the other or non-carrying ship or her owners in so far 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 ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owners or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships, or objects other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

28. NEW JASON CLAUSE

(1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods or 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.

(2) If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods or Merchant to the Carrier before delivery.

29. GENERAL AVERAGE

(1) In the event of accident, danger, damage or disaster before or after the 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 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. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered as general average expenses.

(2) General average to be adjusted at any port or place and in any currency at the Carrier's option, and to be settled according to the York Antwerp Rules 1974, this covering all Goods, whether carried on or under deck. Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel, in either case the Merchant shall give such cash deposit or other security as the Carrier or the operator may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier or the operator requires, or, if the Carrier or the operator does not so require, within three months of the delivery of the Goods, whether or not the Merchant had notice of the Carrier's or the operator's lien at the time of delivery. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

(3) Such security including such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier prior to delivery of the Goods. Carrier can retain the Goods until the payment of General Average contribution.

(4) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances.

(5) 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.

(6) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master may act as its agent to procure such services to Goods and that the Carrier may act as its agent to settle salvage remuneration.

(6) If the Merchant contests payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

30. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

31. 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 null and void, being maintained the validity of the other clauses.

32. LAW AND JURISDICTION

This Bill of Lading shall be governed by Danish Law and any dispute hereunder shall be determined in Copenhagen by the Maritime and Commercial Court according to Danish Law to the exclusion of the jurisdiction of the courts of any other country. Notwithstanding the above, the Carrier is entitled to bring the claim or action before the Court of the place where the defendant has his registered office.