

SHIPPER

B/L N°

BILL OF LADING

CONSIGNEE :

NOTIFY ADDRESS



S.A. Conti-Lines N.V.
CONTI ASIAN LINES

Generaal Lemanstraat 82/92 - B-2600 Berchem (Antwerpen)

Phone 03/545.35.11 - Fax 03/545.35.12-13 - Telex 72.368

mail@contilines.be

* Local Vessel * From (local port of loading)

Ocean vessel Port of loading

Port of discharge * Final destination (if on-carriage) Freight payable at Number of original Bs/L

Marks & Nos	PARTICULARS DECLARED BY SHIPPER OF THE GOODS Number and kind of packages - Description of goods	Gross weight (kg)	Measurement
DISCHARGE PORT THC/TRUCKING/BARGING COSTS AT RECEIVERS ACCOUNT IF CARGO NOT TAKEN AS DIRECT DELIVERY EX VESSEL'S HOOK.			

SHIPPED ON BOARD in apparent good order and condition, unless otherwise stated in this Bill of Lading, for carriage to port of discharge or so near thereto as the vessel may safely get and lie always afloat. Weight, measure, numbers, quality, contents and their condition, value of goods, are to be considered unknown. The goods or delivery-order to be delivered, after payment of freight and all charges due thereon, in exchange for one of the Bills of Lading duly endorsed. Freight to be paid and not returned, Ship and/or cargo lost or not lost.

In accepting this Bill of Lading, any local customs or privileges to the contrary notwithstanding, the Merchant and his Agents expressly agree to be bound by all the stipulations, conditions and exceptions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such Merchant.

IN Witness whereof the number of original Bills of Lading stated above, all of this tenor and date, one of which being accomplished the others to stand void, have been signed by the Master, or by the Agent for the Master.

Place and date of issue

Signature:

*Applicable only when document used as a through B/L
CONTINUED OVERLEAF

ORIGINAL

CONDITIONS OF CARRIAGE

1. DEFINITION.

Whenever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee or any other holder of the Bill of Lading, authorized as such by endorsement, as well as the Owner of the Cargo.

2. GOVERNING LAW AND JURISDICTION. (a) The contract of carriage evidenced by this Bill of Lading is governed by the Brussels Convention of 1924, unless local enactment of said Convention compulsorily is applicable in the country of shipment of the country of destination.

b) The "Hague-Visby Rules" only shall apply when compulsory but, in such instance, the Carrier hereby specifically repudiates any and all liability concerning birds, live animals and/or all cargo indicated to be carried "on deck" and in fact so carried.

c) The provisions of clauses 2a and 2b shall be applied without prejudice to the legal provisions stated in clause 3, clause 4 and/or clause 10 hereunder and if any clause, term or condition of this Bill of Lading shall be adjudged to be contrary or repugnant to any provision of law which compulsorily is binding upon the contract, null and void to that extent but no further, and such circumstance shall not affect the validity and/or enforceability of any other clause, term or condition of this Bill of Lading.

d) Any lawsuit brought under this document shall be brought before the Antwerp Commercial Court and no other Court shall have jurisdiction (unless the Carrier appeals to another jurisdiction or voluntarily submits itself thereto) and in no case whatsoever may the Agents of the Carrier be sued instead of the carrier.

3. PERIOD OF RESPONSIBILITY. In no event shall the Carrier be liable for damage to and/or loss of goods prior to loading or after discharge not even if caused by act, neglect or default of the Carrier, his agents or servants. The Carrier's liability shall in no event commence before the goods have been loaded over ship's rail and shall cease at the latest when goods have passed ship's rail upon discharge.

The Merchant is liable towards the Carrier for all damages, and/or loss sustained by the Carrier and caused by Merchant's cargo.

4. SCOPE OF VOYAGE AND DEVIATION. The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even through in proceeding there the vessel may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once (including the loading port), may, either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry dock, go to repair yards, shift berths, undergo degaussing, wiring or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilot, tow and be towed, and save or attempt to save life or property and all of the foregoing are included in the contract voyage. Article 128 of Book II of the Belgian commercial code is waived, the Carrier not being responsible for loss or damage caused by delay.

5. FORWARDING, SUBSTITUTE OF VESSEL, THROUGH CARRIAGE AND TRANSHIPMENT. The Carrier shall be at liberty to perform the carriage wholly or partly by said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport in Carrier's option, proceed either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reshipe and re-forward the same at Carrier's expense but at cargo's risk. When the ultimate destination to which the Carrier may have undertaken to deliver the goods is other than the vessel's port of discharge, the Carrier acts as forwarding agent only.

The responsibility of the Carrier shall be limited to the part of the carriage performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the carriage even though the freight for the whole carriage has been collected by it. The cargo shall be forwarded as soon as practicable but the Carrier shall not be liable for any delay.

6. LOADING, DISCHARGE AND DELIVERY of the cargo shall, if required by the Carrier, be arranged by his agent. Landing, storing and delivery shall be for Merchant's account. Loading and discharge may commence without previous notice. Merchant is bound to deliver the goods contracted for shipment at the latest upon arrival of the ship or, at Carrier's option, as fast as ship can receive. Merchant is liable to pay the port and quay dues until the goods are loaded over the ship's rail. If goods contracted for shipment are not tendered when the vessel is ready to load the Carrier is relieved of any obligation to load such cargo and vessel may leave port without further notice and dead-freight is to be paid as well as proved damages, if any, arising from non-shipment. The Merchant or his assign must be ready to take delivery of the goods and continue to receive the goods as tendered the goods as tendered by day and night, Sundays and holidays, notwithstanding any custom of the port. Merchant and/or his representatives to put lighters, trucks or landing craft in sufficient number to receive the cargo as fast as vessel can deliver and this without interruption, or otherwise pay for demurrage at the rate of \$5.00 per GT, and per day of 24(twenty four) running hours payable day by day into ship agent's hands. At any time the Master of Agent shall be at liberty to land the goods, and such discharge to be deemed a true fulfillment of the contract.

The expenses incurred after discharge of the goods over ship's rail to be borne by Merchant including expenses for watching and supervising, sorting and delivering. Furthermore, all quay dues and port fees levied on the goods are for Merchant's account. If the goods are not received within a reasonable time, the Carrier may sell the same privately or by public auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo. Whenever the cargo is discharged into lighters and/or vehicles or landed on wharf or into sheds and/or delivered to Customs or any other Body or Administration, because such is compulsory or customary at the port, it shall be an implied term of this contract that the lighter and/or vehicle owner, the Customs or such Body or Administration shall act as receiver on behalf of the rights claimant of the cargo, the removal of the goods under the custody of the Customhouse etc., constitutes the delivery of the goods to the Merchant. It shall be equally understood that if lading charges have been or are paid to the Carrier, the afore-mentioned position shall in no way be altered, such payments being exclusively made to enable the Carrier to arrange for discharging, landing and/or storing, as a mere mandatory of the rightful claimant of the cargo, but at the latter's full risk.

Unless Merchant's tally clerks check the goods in cooperation with the ship's checkers, the ships checking shall be accepted by Merchant as conclusive evidence.

The Carrier is not obliged to give notice of arrival. If bad weather, congestion, shortage of lighters, barges and/or other landing craft, impracticability of river bars or any other reason whatsoever prevent the discharge of the goods at a port of destination stated in the Bill of Lading the Carrier will have the right to discharge the cargo at the nearest safe port, all discharging expenses and/or lighterage, storage of goods, will be for Merchant's account : this discharge to be considered as final delivery.

The Carrier or Master may appoint a stevedore or any other person to unload and take delivery of the goods and such delivery from ship's tackle shall be considered a complete fulfillment of the contract of carriage and all responsibility of the Carrier then shall terminate.

The Carrier shall not be required to separate or deliver in accordance with brand, marks, numbers, sizes or types of packages but only per Bill of Lading. Loss or of damage to goods in bulk, stowed with or without separation from other bulk cargo of substantially of general like character, shipped by the Merchant or by others, may be divided and accounted for in proportion among the several shipments.

Liquid cargo in bulk shall be pumped aboard by Merchant as fast as ship can receive, at the Merchant's risk and expense and shall be received at the port of discharge at ship's connection as soon and as fast as Carrier is able to deliver, at Merchant's risk and expense. Without any further right to indemnification, the Merchant shall at all times accept and be deemed to have accepted the goods covered by this Bill of Lading and which may originally have been found missing. Clause 3 "Period of responsibility" is not affected by above mentioned stipulations.

7. OPTIONS. The option on shipments is to be declared 48 hours (Saturdays, Sundays and holidays excluded) prior to the vessel's arrival date at the port of destination. The option shall be considered as having been fulfilled. The entire quantity covered by the Bill of Lading shall be delivered at one port only.

8. FREIGHT AND CHARGES. Freight, whether pro payable or payable at destination and whether paid or not, is due upon receipt of the goods by the Carrier and shall be payable even if goods are damaged or diminished by leakage or if ship and/or cargo is lost or not lost. Freight shall be payable on actual gross in taken weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper but the Carrier may at any time open the packages and examine, weigh or measure the goods in order to verify the particulars furnished by the shipper. In case shipper's particulars are found to be incorrect, the Merchant shall be liable for any expense incurred for examining, weighing or measuring the goods, in addition to the correct freight. All charges shall be paid in full and without any offset, counter-claim or deduction, in the currency quoted by the Carrier or at the option of the Carrier, its equivalent in other currency at the highest rate of exchange quoted between the time of receipt of goods by the Carrier and the payment of freight, or in accordance with the custom of the port.

In any event the Merchant shall remain responsible and shall indemnify the Carrier for freight, extra-expenses and any charges due in connection with the performance of the contract of carriage. The Carrier is hereby authorized but shall not be obliged to arrange for mending, re-cooping, repacking or reconditioning of the goods or packages, to arrange for fumigation, gathering, sorting loose cargo and to do all things deemed advisable for the benefit of the goods, all as agents of the Merchant. For any services rendered to the goods, the Carrier shall be entitled to reasonable compensation.

The Merchant shall be liable for all lines and/or losses which the Carrier, vessel or crew may incur through non-observance of Custom House and/or import or export regulations.

9. LIEN. The Carrier shall have a lien on all the goods for payment of freight, deadfreight, all other charges and for any expenses incurred before or after shipment, including demurrage and detention, and may enforce this lien by public or private sale without notice.

If the proceeds of the sale of such goods do not cover the freight and/or expenses of the Carrier, the latter has the option to claim the difference from the Merchant.

10. GOODS SHIPPED IN CONTAINERS. Where a container shall have been "stuffed" by the Carrier the limit of the Carrier's liability shall be that indicated in clause 2a above (or that of the material governing law) applied to each piece of package in the container, but where a container shall have been "stuffed" by the Merchant the Carrier's liability shall be limited to its application to one package only, irrespective as to whether said container was presented for shipment by the Merchant or by the Carrier.

11. REPLACEMENT OF GOODS. Should any goods be short delivered, the Carrier in the exercise of its discretion may deliver as compensation any overlanded goods of similar kind and quality, whether these goods have different marks and numbers or no marks and numbers at all.

12. GENERAL AVERAGE AND SALVAGE. General average to be settled according to York-Antwerp Rules 1974, with most recent amendments, at Antwerp or at any place at the Carrier's option. Average agreement or bond and such additional security in cash or otherwise, as may be required by the Carrier, as well as a declaration of the value of the goods, freight included, must be furnished before delivery of the goods. Such cash deposit as the Carrier or its agents may deem sufficient as additional security for the contribution of the goods and for any salvages and special charges thereon, shall, if required, be made by the Merchant to the Carrier before delivery, the adjustment will be made up in the currency determined by the Carrier.

13. NEW JASON CLAUSE. General average to be settled according to York-Antwerp Rules 1974, with most recent amendments, but where the adjustment is made in accordance with the law and practice of the U.S.A. the following clause shall apply: "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, shippers, consignees or owners of the goods 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."

If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said sailing ship or ships belonged to strangers. Such deposit as the Carrier or its 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, shippers, consignees or owners of the goods to the Carrier before delivery."

14. BOTH-TO-BLAME COLLISION CLAUSE

If the vessel comes into collision with another vessel as a result of the negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss or damage to, or any claim whatsoever of, the owner of the said goods payable by the other or non-carrying vessel or her Owner to the Owner of said cargo and in full or recognized if recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel of Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel of vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

15. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) The Carrier, Master and vessel shall be liable to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or department thereof, or by any person acting or purporting to act with the authority of such right to give such orders or directions, and the Carrier shall have the right to withhold delivery of reship, deposit or discharge of the goods, surrender or dispose of the goods at any place whatsoever in accordance with any such direction, condition or agreement imposed upon or exacted from the Carrier.

(b) If the imminence or existence of war, a warlike situation, civil war, riots or civil commotions, blockades, actual or threatened labour troubles, labour obstructions, strikes or lock-outs, whether on board or ashore, any government act, quarantine, epidemic, pest, bad weather or any other circumstances whatsoever and whatsoever occurring (whether or not similar to the above, and whether such circumstances existed or were anticipated, before the commencement of or during the voyage or not) in the judgment of the Carrier or the Master are likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo or make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods or commence or proceed on or continue

the voyage or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge in such port, the Carrier of the Master may before, during or after loading or before or after the commencement of the voyage decline to receive, keep or load or may discharge the goods or any part thereof and may require the Merchant or other persons entitled thereto take delivery of the goods at the port of loading or at any port and upon failure to do so may warehouse the goods at the risk and expenses of the Merchant of the Carrier or the Master may, whether or not proceeding towards or entering or attempting to enter or to reach the port of discharge or place of discharge at such port, proceed or return, directly or indirectly to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances and discharge the goods, or any part thereof in depot, lazaretto, craft or other place or the Carrier or Master may retain the cargo on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as hereinabove provided. The Carrier or the Master is not required to give notice of discharge of the goods as herein provided.

(c) Any discharge, delivery or disposition of the goods are herein above provided shall constitute final delivery and the complete performance of this contract.

(d) In any of the above circumstances the goods shall be solely at the Merchant's risk. All expenses and/or charges incurred in connection therewith shall be payable by the Merchant.

(e) If (in the sole opinion of the Carrier) the transit of any Canal would be inadvisable/hazardous (because of the threat of war actual hostilities, a war-like situation and/or the navigational hazards resulting there from) the Carrier shall have an option to proceed by another route (non-lititative examples: via Cape Agulhas instead of Suez; via Cape Horn instead of Panama) but, where the Carrier exercises this by the Carrier.

16. CANCELLATION OF CONTRACT. Without prejudice to any statutory provision on which the Carrier may rely, the Carrier is entitled to cancel this contract should any of the events foreseen by clause 15 arise before the voyage has commenced.

17. SPECIAL CARGOES. (a) Goods whether of a perishable nature or not may be carried without special care and/or special facilities unless the Carrier has made and inserted in the Bill of Lading a written agreement undertaking to do so. In the absence of such written agreement the Merchant represents and warrants that the goods do not require any such care or facilities and the Carrier does not undertake and shall not be liable for failure to give the goods any unusual or special care, handling, storage or facilities, or to stow, carry, discharge or deliver the goods into or to any refrigerated, chilled, cooled, ventilated, insulated, heated, drained, dry, moist or specially equipped place, compartment or hold or other facilities. The Carrier shall never be liable if refrigerating or cooling facilities are not provided prior to or during loading on, or during or subsequent to discharge from the vessel.

In case goods are carried under an agreement providing for the maintenance of stated temperatures, said agreement as to temperatures shall not be deemed to come into effect until a reasonable time after the final closing of the compartment in which they are stowed.

b) All expenses for loading, handling, transhipping, discharging and delivery of goods weighing more than 2,000 kilos and of packages with unusual dimensions to be borne by the Merchant. Such goods are loaded, handled and discharged at the risk of the Merchant, even if the ship's tackle is used therefore, the expenses assessed by Carrier to be borne by the Merchant.

The weight of such piece of package shall be declared in writing by the Merchant before shipment and clearly and durably marked on the piece of package and if the correct weight has not been so declared and marked, the Merchant shall be liable for any consequent expenses, damage or loss to the Carrier or third parties.

c) Deck cargo, live animals and plants shall be received, stowed, carried and discharged at the risk of the Merchant. The Carrier shall in no event be liable for loss or damage not even if caused by unseaworthiness or inefficiency of the ship at the time of loading or subsequently or resulting from any negligent conduct of the crew, agents or servants of the Carrier.

d) Any statement in this Bill of Lading that timber of lumber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of discoloration, moisture stains, shakes, splits, holes or broken pieces and the Carrier is not responsible for any damage of such nature.

e) Description of the condition of cotton or cotton products such as cotton waste, cotton linters, cotton linter pulp, does not relate to the insufficiency or torn condition of the covering, nor to any damage resulting there from, and the Carrier is not responsible for any damage of such nature.

f) Any reference to the weight of bulk cargo in this Bill of Lading shall be deemed to be for the convenience of the Merchant only and shall not constitute evidence against the Carrier.

g) The Carrier shall not be responsible for loss of weight of goods shipped in torn, mended or holed bags, bales or other packing.

18. CONTAINER CLAUSES.

"Goods may be stowed by the Carrier or his Agents or servants in containers, and containers whether stowed as aforesaid or received in a stowed condition from the shippers may be carried on or under deck without notice to the shippers, and if they are so carried, the Hague Rules as incorporated herein shall be applicable notwithstanding carriage on or under deck and the goods and/or containers shall contribute in General Average whether carried on or under deck". If the goods accepted for shipment are packed into containers by or on behalf of the Carrier, the Carrier's responsibility for the goods begins when loading the goods into the container at the sea-terminal and ends when unloading the goods from the container in the port of destination. The Carrier shall during the whole period from such loading until unloading be entitled of all privileges and immunities and shall be liable for the goods in the container packed for shipment into containers by or on behalf of the Carrier, the Carrier shall be under no liability in the event of any loss or damage to any of the goods directly or indirectly-caused by faulty packing or stowage of the goods inside the containers or by instability of the containers, the duty of the Carrier being only to care for the containers as such. The Carrier accepts no responsibility for the functioning of reefer or other special containers not owned nor leased by the Carrier. If in the port of shipment sealed closed containers are delivered to the Carrier, the contents of the containers as well as the weight, conditions, marks, numbers and packing of the goods are considered to be unknown. The Carrier shall be entitled at any time but under no obligation to open any container or package and to inspect the contents. If it thereupon appears to the Carrier that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to any container or package or the contents or may part thereof, the Carrier may abandon the transportation thereof take such measures and incur any reasonable additional expense to carry or to continue the carriage and the Merchant shall indemnify the Carrier against any expense so incurred. The shipper, the Consignee or the Owners of the goods are liable to the Carrier for safety of the containers belonging to the Carrier and are liable for all expenses incurred in connection with repairing of such containers damaged while being at disposal of the Shipper or the Consignee and are liable to pay fines for detention of the Containers. If the goods are delivered in a container, the Consignee or holder thereof undertakes to return the containers promptly to the Carrier.

19. MERCHANT'S SPECIAL RESPONSIBILITIES. The Merchant shall be responsible and shall indemnify the Carrier for all penalties, expenses, dues, tax, loss, damage, detention, demurrage or liability of whatsoever nature incurred by shipper or cargo on account of situations such as: incorrect or insufficient marks on the packages, incorrect or insufficient declaration of cargo particulars, lack of import licences, health certificates or other documents required by customs or other authorities; prohibition of delivery, destruction, disinfection, or because of the cargo being suspected or found to be infested by vermin.

20. SPECIAL DELIVERY. Any special agreement to receive or to deliver the goods at a specified dock or wharf shall be construed to mean only that the Carrier shall not exercise its option to select the place of loading or of discharge at the port of loading or discharge if, in the sole judgment of the Carrier, the vessel can safely under her own power proceed to lie at and return from the specified dock or wharf, always afloat at any stage of tide and if such dock or wharf is immediately available to the vessel. All expenses of such receipt or delivery shall be for account of the Merchant.

21. MARKING AND OTHER DETAILS OF THE GOODS. The Carrier shall not be liable for incorrect delivery in accordance with the loading marks nor for errors caused by inaccuracy, obliteration or absence of marks, numbers, addresses or description of goods shipped unless such marks shall have been clearly, legibly and durably stamped or marked by the Merchant before shipment upon each package, or goods, in letters and figures not less than 5 cm high, together with the name of the port of destination. The Carrier may, however, in his option, arrange correct delivery, but any extra expenses caused thereby to be for Merchant's account.

22. WEIGHT PRESUMED TO BE UNKNOWN. If, in addition to the number, particulars concerning the weight have been furnished, this Bill of Lading only constitutes a presumption as to number and as to weight loaded, in such case the weight is always presumed to be unknown. Weight also known if cargo has been received un-weighed, the Carrier having no means to check Merchant's weight declaration at loading port.

23. ANTWERP CLAUSE. Cargo for Antwerp to be landed and received by the corporation appointed by the agent for steamer and Merchant is to receive the goods through such corporation, paying current charges, whether delivery is taken over side or on the quay.

24. LIABILITY OF THIRD PERSONS. It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) in any circumstances whatsoever under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect of default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled here under shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause 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 are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be, or be deemed to be, parties to the contract evidenced by this Bill of Lading

25. WEIGHING on board during discharge is only allowed by permission of Carrier's agents. If permission is given all additional expenses incurred by the vessel in consequence of such weighing on board, and whether in respect of extra stevedoring charges or otherwise, shall be for Merchant's account notwithstanding any custom to the contrary Permission may be withdrawn by the Carrier's agents at any time during the discharge without prejudice to Carrier's right to recover additional expenses already incurred.

26. IRON, STEEL AND ANY OTHER METALLURGICAL PRODUCTS. Vessel not responsible for incorrect delivery and all expenses at port of discharge consequent upon insufficient securing or marking will be payable by the Merchant unless:

a) every piece is distinctly and permanently marked and portmarked with oil paint.

b) every bundle is securely fastened, distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at port of discharge.

It is expressly agreed that superficial rust, oxidation, any like condition or any other slight alteration due to moisture, which might affect the external aspect of the goods is to be considered inherent to the special nature of the cargo. Acknowledgement of the receipt of the goods in apparent good order and condition is not a representation that such condition of rust oxidation and the like did not exist or import receipt by the Carrier. Weight as well as number of bundles and/or pieces bundled into lifts presented to be unknown, the Carrier having no reasonable means to check Merchant's weight and number declarations at loading port. Only the number of lifts has been checked by the Carrier.

27. DANGEROUS GOODS. The Carrier is at liberty to load goods of any kind including all types of dangerous and hazardous goods without any liability on his part towards any other Merchant.

The Merchant to be liable for any damage or loss to the ship, the Carrier, the cargo, for injury to life or body, resulting from goods that are insufficiently packed or in any other way dangerous such as explosive, inflammable, caustic, poisonous, strong smelling, verminous, if such goods were shipped without any notice of their dangerous nature, or without the written or printed marking with the name of the goods, in quantities or not, or whether the acted in his own name or in the name and/or on behalf of a third party. If the Master fears that danger is threatening from such goods, he may jettison or destroy same at any time and without liability to the Carrier to indemnify.

28. A daily demurrage rate of \$5.00 per GT of the vessel shall be paid for any delay whatsoever (including but not limited to time waiting for berth at or off port, reduction in loading/discharge rhythm established by usage and/or custom in any port, etc.) whenever the cause of such delay is beyond the control of the Carrier. When the cause of the delay equally is beyond the control of the Merchant the first twenty-four consecutive hours shall be deducted from the time on demurrage. Each Merchant shall be liable to the Carrier for a proportionate part of the total demurrage due. The proportionate part of the total demurrage due from each Merchant shall be based upon the total freight tons to be loaded/discharged at the port in question. No Merchant shall be liable in demurrage for any delay arising exclusively in connection with goods belonging to other Merchants.

SHIPPER

B/L N°

BILL OF LADING

CONSIGNEE :

NOTIFY ADDRESS



S.A. Conti-Lines N.V.
CONTI ASIAN LINES

Generaal Lemanstraat 82/92 - B-2600 Berchem (Antwerpen)

Phone 03/545.35.11 - Fax 03/545.35.12-13 - Telex 72.368

mail@contilines.be

* Local Vessel * From (local port of loading)

Ocean vessel Port of loading

Port of discharge * Final destination (if on-carriage) Freight payable at Number of original Bs/L

Marks & Nos	PARTICULARS DECLARED BY SHIPPER OF THE GOODS Number and kind of packages - Description of goods	Gross weight (kg)	Measurement
DISCHARGE PORT THC/TRUCKING/BARGING COSTS AT RECEIVERS ACCOUNT IF CARGO NOT TAKEN AS DIRECT DELIVERY EX VESSEL'S HOOK.			

SHIPPED ON BOARD in apparent good order and condition, unless otherwise stated in this Bill of Lading, for carriage to port of discharge or so near thereto as the vessel may safely get and lie always afloat. Weight, measure, numbers, quality, contents and their condition, value of goods, are to be considered unknown. The goods or delivery-order to be delivered, after payment of freight and all charges due thereon, in exchange for one of the Bills of Lading duly endorsed. Freight to be paid and not returned, Ship and/or cargo lost or not lost.

In accepting this Bill of Lading, any local customs or privileges to the contrary notwithstanding, the Merchant and his Agents expressly agree to be bound by all the stipulations, conditions and exceptions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such Merchant.

IN Witness whereof the number of original Bills of Lading stated above, all of this tenor and date, one of which being accomplished the others to stand void, have been signed by the Master, or by the Agent for the Master.

Place and date of issue

Signature:

*Applicable only when document used as a through B/L
CONTINUED OVERLEAF

COPY NOT NEGOTIABLE

CONDITIONS OF CARRIAGE

1. DEFINITION.

Whenever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee or any other holder of the Bill of Lading, authorized as such by endorsement, as well as the Owner of the Cargo.

2. GOVERNING LAW AND JURISDICTION. (a) The contract of carriage evidenced by this Bill of Lading is governed by the Brussels Convention of 1924, unless local enactment of said Convention compulsorily is applicable in the country of shipment of the country of destination.

b) The "Hague-Visby Rules" only shall apply when compulsory but, in such instance, the Carrier hereby specifically repudiates any and all liability concerning birds, live animals and/or all cargo indicated to be carried "on deck" and in fact so carried.

c) The provisions of clauses 2a and 2b shall be applied without prejudice to the legal provisions stated in clause 3, clause 4 and/or clause 10 hereunder and if any clause, term or condition of this Bill of Lading shall be adjudged to be contrary or repugnant to any provision of law which compulsorily is binding upon the contract, null and void to that extent but no further, and such circumstance shall not affect the validity and/or enforceability of any other clause, term or condition of this Bill of Lading.

d) Any lawsuit brought under this document shall be brought before the Antwerp Commercial Court and no other Court shall have jurisdiction (unless the Carrier appeals to another jurisdiction or voluntarily submits itself thereto) and in no case whatsoever may the Agents of the Carrier be sued instead of the carrier.

3. PERIOD OF RESPONSIBILITY. In no event shall the Carrier be liable for damage to and/or loss of goods prior to loading or after discharge not even if caused by act, neglect or default of the Carrier, his agents or servants. The Carrier's liability shall in no event commence before the goods have been loaded over ship's rail and shall cease at the latest when goods have passed ship's rail upon discharge.

The Merchant is liable towards the Carrier for all damages, and/or loss sustained by the Carrier and caused by Merchant's cargo.

4. SCOPE OF VOYAGE AND DEVIATION. The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even through in proceeding there the vessel may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once (including the loading port), may, either with or without the goods on board, and before or after proceeding to the port of discharge, adjust compasses, dry dock, go to repair yards, shift berths, undergo degaussing, wiring or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilot, tow and be towed, and save or attempt to save life or property and all of the foregoing are included in the contract voyage. Article 128 of Book II of the Belgian commercial code is waived, the Carrier not being responsible for loss or damage caused by delay.

5. FORWARDING, SUBSTITUTE OF VESSEL, THROUGH CARRIAGE AND TRANSHIPMENT. The Carrier shall be at liberty to perform the carriage wholly or partly by said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport in Carrier's option, proceed either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reshipe and re-forward the same at Carrier's expense but at cargo's risk. When the ultimate destination to which the Carrier may have undertaken to deliver the goods is other than the vessel's port of discharge, the Carrier acts as forwarding agent only.

The responsibility of the Carrier shall be limited to the part of the carriage performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the carriage even though the freight for the whole carriage has been collected by it. The cargo shall be forwarded as soon as practicable but the Carrier shall not be liable for any delay.

6. LOADING, DISCHARGE AND DELIVERY of the cargo shall, if required by the Carrier, be arranged by his agent. Loading, storing and delivery shall be for Merchant's account. Loading and discharge may commence without previous notice. Merchant is bound to deliver the goods contracted for shipment at the latest upon arrival of the ship or, at Carrier's option, as fast as ship can receive. Merchant is liable to pay the port and quay dues until the goods are loaded over the ship's rail. If goods contracted for shipment are not tendered when the vessel is ready to load the Carrier is relieved of any obligation to load such cargo and vessel may leave port without further notice and dead-freight is to be paid as well as proved damages, if any, arising from non-shipment. The Merchant or his assign must be ready to take delivery of the goods and continue to receive the goods as tendered the goods as tendered by day and night, Sundays and holidays, notwithstanding any custom of the port. Merchant and/or his representatives to put lighters, trucks or landing craft in sufficient number to receive the cargo as fast as vessel can deliver and this without interruption, or otherwise pay for demurrage at the rate of \$5.00 per GT, and per day of 24(twenty four) running hours payable day by day into ship agent's hands. At any time the Master of Agent shall be at liberty to land the goods, and such discharge to be deemed a true fulfillment of the contract.

The expenses incurred after discharge of the goods over ship's rail to be borne by Merchant including expenses for watching and supervising, sorting and delivering. Furthermore, all quay dues and port fees levied on the goods are for Merchant's account. If the goods are not received within a reasonable time, the Carrier may sell the same privately or by public auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo. Whenever the cargo is discharged into lighters and/or vehicles or landed on wharf or into sheds and/or delivered to Customs or any other Body or Administration, because such is compulsory or customary at the port, it shall be an implied term of this contract that the lighter and/or vehicle owner, the Customs or such Body or Administration shall act as receiver on behalf of the rights claimant of the cargo, the removal of the goods under the custody of the Customhouse etc., constitutes the delivery of the goods to the Merchant. It shall be equally understood that if lading charges have been or are paid to the Carrier, the afore-mentioned position shall in no way be altered, such payments being exclusively made to enable the Carrier to arrange for discharging, landing and/or storing, as a mere mandatory of the rightful claimant of the cargo, but at the latter's full risk.

Unless Merchant's tally clerks check the goods in cooperation with the ship's checkers, the ships checking shall be accepted by Merchant as conclusive evidence.

The Carrier is not obliged to give notice of arrival. If bad weather, congestion, shortage of lighters, barges and/or other landing craft, impracticability of river bars or any other reason whatsoever prevent the discharge of the goods at a port of destination stated in the Bill of Lading the Carrier will have the right to discharge the cargo at the nearest safe port, all discharging expenses and/or lighterage, storage of goods, will be for Merchant's account : this discharge to be considered as final delivery.

The Carrier or Master may appoint a stevedore or any other person to unload and take delivery of the goods and such delivery from ship's tackle shall be considered a complete fulfillment of the contract of carriage and all responsibility of the Carrier then shall terminate.

The Carrier shall not be required to separate or deliver in accordance with brand, marks, numbers, sizes or types of packages but only per Bill of Lading. Loss or of damage to goods in bulk, stowed with or without separation from other bulk cargo of substantially of general like character, shipped by the Merchant or by others, may be divided and accounted for in proportion among the several shipments.

Liquid cargo in bulk shall be pumped aboard by Merchant as fast as ship can receive, at the Merchant's risk and expense and shall be received at the port of discharge at ship's connection as soon and as fast as Carrier is able to deliver, at Merchant's risk and expense. Without any further right to indemnification, the Merchant shall at all times accept and be deemed to have accepted the goods covered by this Bill of Lading and which may originally have been found missing. Clause 3 "Period of responsibility" is not affected by above mentioned stipulations.

7. OPTIONS. The option on shipments is to be declared 48 hours (Saturdays, Sundays and holidays excluded) prior to the vessel's arrival date at the port of destination. The option shall be considered as having been fulfilled. The entire quantity covered by the Bill of Lading shall be delivered at one port only.

8. FREIGHT AND CHARGES. Freight, whether pro payable or payable at destination and whether paid or not, is due upon receipt of the goods by the Carrier and shall be payable even if goods are damaged or diminished by leakage or if ship and/or cargo is lost or not lost. Freight shall be payable on actual gross in taken weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper but the Carrier may at any time open the packages and examine, weigh or measure the goods in order to verify the particulars furnished by the shipper. In case shipper's particulars are found to be incorrect, the Merchant shall be liable for any expense incurred for examining, weighing or measuring the goods, in addition to the correct freight. All charges shall be paid in full and without any offset, counter-claim or deduction, in the currency quoted by the Carrier or at the option of the Carrier, its equivalent in other currency at the highest rate of exchange quoted between the time of receipt of goods by the Carrier and the payment of freight, or in accordance with the custom of the port.

In any event the Merchant shall remain responsible and shall indemnify the Carrier for freight, extra-expenses and any charges due in connection with the performance of the contract of carriage. The Carrier is hereby authorized but shall not be obliged to arrange for mending, re-cooping, repacking or reconditioning of the goods or packages, to arrange for fumigation, gathering, sorting loose cargo and to do all things deemed advisable for the benefit of the goods, all as agents of the Merchant. For any services rendered to the goods, the Carrier shall be entitled to reasonable compensation.

The Merchant shall be liable for all lines and/or losses which the Carrier, vessel or crew may incur through non-observance of Custom House and/or import or export regulations.

9. LIEN. The Carrier shall have a lien on all the goods for payment of freight, deadfreight, all other charges and for any expenses incurred before or after shipment, including demurrage and detention, and may enforce this lien by public or private sale without notice.

If the proceeds of the sale of such goods do not cover the freight and/or expenses of the Carrier, the latter has the option to claim the difference from the Merchant.

10. GOODS SHIPPED IN CONTAINERS. Where a container shall have been "stuffed" by the Carrier the limit of the Carrier's liability shall be that indicated in clause 2a above (or that of the material governing law) applied to each piece of package in the container, but where a container shall have been "stuffed" by the Merchant the Carrier's liability shall be limited to its application to one package only, irrespective as to whether said container was presented for shipment by the Merchant or by the Carrier.

11. REPLACEMENT OF GOODS. Should any goods be short delivered, the Carrier in the exercise of its discretion may deliver as compensation any overlanded goods of similar kind and quality, whether these goods have different marks and numbers or no marks and numbers at all.

12. GENERAL AVERAGE AND SALVAGE. General average to be settled according to York-Antwerp Rules 1974, with most recent amendments, at Antwerp or at any place at the Carrier's option. Average agreement or bond and such additional security in cash or otherwise, as may be required by the Carrier, as well as a declaration of the value of the goods, freight included, must be furnished before delivery of the goods. Such cash deposit as the Carrier or its agents may deem sufficient as additional security for the contribution of the goods and for any salvages and special charges thereon, shall, if required, be made by the Merchant to the Carrier before delivery, the adjustment will be made up in the currency determined by the Carrier.

13. NEW JASON CLAUSE. General average to be settled according to York-Antwerp Rules 1974, with most recent amendments, but where the adjustment is made in accordance with the law and practice of the U.S.A. the following clause shall apply: "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, shippers, consignees or owners of the goods 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."

If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said sailing ship or ships belonged to strangers. Such deposit as the Carrier or its 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, shippers, consignees or owners of the goods to the Carrier before delivery."

14. BOTH-TO-BLAME COLLISION CLAUSE

If the vessel comes into collision with another vessel as a result of the negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss or damage to, or any claim whatsoever of, the owner of the said goods payable by the other or non-carrying vessel or her Owner to the Owner of said cargo and in full or recognized if recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel of Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel of vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

15. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) The Carrier, Master and vessel shall be liable to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or department thereof, or by any person acting or purporting to act with the authority of such right to give such orders or directions, and the Carrier shall have the right to withhold delivery of reship, deposit or discharge of the goods, surrender or dispose of the goods at any place whatsoever in accordance with any such direction, condition or agreement imposed upon or exacted from the Carrier.

(b) If the imminence or existence of war, a warlike situation, civil war, riots or civil commotions, blockades, actual or threatened labour troubles, labour obstructions, strikes or lock-outs, whether on board or ashore, any government act, quarantine, epidemic, pest, bad weather or other circumstances whatsoever and whatsoever occurring (whether or not similar to the above, and whether such circumstances existed or were anticipated, before the commencement of or during the voyage or not) in the judgment of the Carrier or the Master are likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo or make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods or commence or proceed on or continue

the voyage or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge in such port, the Carrier of the Master may before, during or after loading or before or after the commencement of the voyage decline to receive, keep or load or may discharge the goods or any part thereof and may require the Merchant or other persons entitled thereto take delivery of the goods at the port of loading or at any port and upon failure to do so may warehouse the goods at the risk and expenses of the Merchant of the Carrier or the Master may, whether or not proceeding towards or entering or attempting to enter or to reach the port of discharge or place of discharge at such port, proceed or return, directly or indirectly to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances and discharge the goods, or any part thereof in depot, lazaretto, craft or other place or the Carrier or Master may retain the cargo on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as hereinabove provided. The Carrier or the Master is not required to give notice of discharge of the goods as herein provided.

(c) Any discharge, delivery or disposition of the goods are herein above provided shall constitute final delivery and the complete performance of this contract.

(d) In any of the above circumstances the goods shall be solely at the Merchant's risk. All expenses and/or charges incurred in connection therewith shall be payable by the Merchant.

(e) If (in the sole opinion of the Carrier) the transit of any Canal would be inadvisable/hazardous (because of the threat of war actual hostilities, a war-like situation and/or the navigational hazards resulting there from) the Carrier shall have an option to proceed by another route (non-limitive examples: via Cape Agulhas instead of Suez; via Cape Horn instead of Panama) but, where the Carrier exercises this by the Carrier.

16. CANCELLATION OF CONTRACT. Without prejudice to any statutory provision on which the Carrier may rely, the Carrier is entitled to cancel this contract should any of the events foreseen by clause 15 arise before the voyage has commenced.

17. SPECIAL CARGOES. (a) Goods whether of a perishable nature or not may be carried without special care and/or special facilities unless the Carrier has made and inserted in the Bill of Lading a written agreement undertaking to do so. In the absence of such written agreement the Merchant represents and warrants that the goods do not require any such care or facilities and the Carrier does not undertake and shall not be liable for failure to give the goods any unusual or special care, handling, storage or facilities, or to stow, carry, discharge or deliver the goods into or to any refrigerated, chilled, cooled, ventilated, insulated, heated, drained, dry, moist or specially equipped place, compartment or hold or other facilities. The Carrier shall never be liable if refrigerating or cooling facilities are not provided prior to or during loading on, or during or subsequent to discharge from the vessel.

In case goods are carried under an agreement providing for the maintenance of stated temperatures, said agreement as to temperatures shall not be deemed to come into effect until a reasonable time after the final closing of the compartment in which they are stowed.

b) All expenses for loading, handling, transhipping, discharging and delivery of goods weighing more than 2,000 kilos and of packages with unusual dimensions to be borne by the Merchant. Such goods are loaded, handled and discharged at the risk of the Merchant, even if the ship's tackle is used therefore, the expenses assessed by Carrier to be borne by the Merchant.

The weight of such piece of package shall be declared in writing by the Merchant before shipment and clearly and durably marked on the piece of package and if the correct weight has not been so declared and marked, the Merchant shall be liable for any consequent expenses, damage or loss to the Carrier or third parties.

c) Deck cargo, live animals and plants shall be received, stowed, carried and discharged at the risk of the Merchant. The Carrier shall in no event be liable for loss or damage not even if caused by unseaworthiness or inefficiency of the ship at the time of loading or subsequently or resulting from any negligent conduct of the crew, agents or servants of the Carrier.

d) Any statement in this Bill of Lading that timber of lumber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of discoloration, moisture stains, shakes, splits, holes or broken pieces and the Carrier is not responsible for any damage of such nature.

e) Description of the condition of cotton or cotton products such as cotton waste, cotton linters, cotton linter pulp, does not relate to the insufficiency or torn condition of the covering, nor to any damage resulting there from, and the Carrier is not responsible for any damage of such nature.

f) Any reference to the weight of bulk cargo in this Bill of Lading shall be deemed to be for the convenience of the Merchant only and shall not constitute evidence against the Carrier.

g) The Carrier shall not be responsible for loss of weight of goods shipped in torn, mended or holed bags, bales or other packing.

18. CONTAINER CLAUSES.

"Goods may be stowed by the Carrier or his Agents or servants in containers, and containers whether stowed as aforesaid or received in a stowed condition from the shippers may be carried on or under deck without notice to the shippers, and if they are so carried, the Hague Rules as incorporated herein shall be applicable notwithstanding carriage on or under deck and the goods and/or containers shall contribute in General Average whether carried on or under deck". If the goods accepted for shipment are packed into containers by or on behalf of the Carrier, the Carrier's responsibility for the goods begins when loading the goods into the container at the sea-terminal and ends when unloading the goods from the container in the port of destination. The Carrier shall during the whole period from such loading until unloading be entitled of all privileges and immunities and shall be liable for the goods in the container packed for shipment into containers by or on behalf of the Carrier, the Carrier shall be under no liability in the event of any loss or damage to any of the goods directly or indirectly-caused by faulty packing or stowage of the goods inside the containers or by instability of the containers, the duty of the Carrier being only to care for the containers as such. The Carrier accepts no responsibility for the functioning of reefer or other special containers not owned nor leased by the Carrier. If in the port of shipment sealed closed containers are delivered to the Carrier, the contents of the containers as well as the weight, conditions, marks, numbers and packing of the goods are considered to be unknown. The Carrier shall be entitled at any time but under no obligation to open any container or package and to inspect the contents. If it thereupon appears to the Carrier that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to any container or package or the contents or may part thereof, the Carrier may abandon the transportation thereof take such measures and incur any reasonable additional expense to carry or to continue the carriage and the Merchant shall indemnify the Carrier against any expense so incurred. The shipper, the Consignee or the Owners of the goods are liable to the Carrier for safety of the containers belonging to the Carrier and are liable for all expenses incurred in connection with repairing of such containers damaged while being at disposal of the Shipper or the Consignee and are liable to pay fines for detention of the Containers. If the goods are delivered in a container, the Consignee or holder thereof undertakes to return the containers promptly to the Carrier.

19. MERCHANT'S SPECIAL RESPONSIBILITIES. The Merchant shall be responsible and shall indemnify the Carrier for all penalties, expenses, dues, tax, loss, damage, detention, demurrage or liability of whatsoever nature incurred by shipper or cargo on account of situations such as: incorrect or insufficient marks on the packages, incorrect or insufficient declaration of cargo particulars, lack of import licences, health certificates or other documents required by customs or other authorities; prohibition of delivery, destruction, disinfection, or because of the cargo being suspected or found to be infested by vermin.

20. SPECIAL DELIVERY. Any special agreement to receive or to deliver the goods at a specified dock or wharf shall be construed to mean only that the Carrier shall not exercise its option to select the place of loading or of discharge at the port of loading or discharge if, in the sole judgment of the Carrier, the vessel can safely under her own power proceed to lie at and return from the specified dock or wharf, always afloat at any stage of tide and if such dock or wharf is immediately available to the vessel. All expenses of such receipt or delivery shall be for account of the Merchant.

21. MARKING AND OTHER DETAILS OF THE GOODS. The Carrier shall not be liable for incorrect delivery in accordance with the loading marks nor for errors caused by inaccuracy, obliteration or absence of marks, numbers, addresses or description of goods shipped unless such marks shall have been clearly, legibly and durably stamped or marked by the Merchant before shipment upon each package, or goods, in letters and figures not less than 5 cm high, together with the name of the port of destination. The Carrier may, however, in his option, arrange correct delivery, but any extra expenses caused thereby to be for Merchant's account.

22. WEIGHT PRESUMED TO BE UNKNOWN. If, in addition to the number, particulars concerning the weight have been furnished, this Bill of Lading only constitutes a presumption as to number and as to weight loaded, in such case the weight is always presumed to be unknown. Weight also known if cargo has been received unweighed, the Carrier having no means to check Merchant's weight declaration at loading port.

23. ANTWERP CLAUSE. Cargo for Antwerp to be landed and received by the corporation appointed by the agent for steamer and Merchant is to receive the goods through such corporation, paying current charges, whether delivery is taken over side or on the quay.

24. LIABILITY OF THIRD PERSONS. It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) in any circumstances whatsoever under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect of default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled here under shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause 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 are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be, or be deemed to be, parties to the contract evidenced by this Bill of Lading

25. WEIGHING on board during discharge is only allowed by permission of Carrier's agents. If permission is given all additional expenses incurred by the vessel in consequence of such weighing on board, and whether in respect of extra stevedoring charges or otherwise, shall be for Merchant's account notwithstanding any custom to the contrary Permission may be withdrawn by the Carrier's agents at any time during the discharge without prejudice to Carrier's right to recover additional expenses already incurred.

26. IRON, STEEL AND ANY OTHER METALLURGICAL PRODUCTS. Vessel not responsible for incorrect delivery and all expenses at port of discharge consequent upon insufficient securing or marking will be payable by the Merchant unless:

- a) every piece is distinctly and permanently marked and portmarked with oil paint.
- b) every bundle is securely fastened, distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at port of discharge.

It is expressly agreed that superficial rust, oxidation, any like condition or any other slight alteration due to moisture, which might affect the external aspect of the goods is to be considered inherent to the special nature of the cargo. Acknowledgement of the receipt of the goods in apparent good order and condition is not a representation that such condition of rust oxidation and the like did not exist on receipt by the Carrier. Weight as well as number of bundles and/or pieces bundled into lifts presented to be unknown, the Carrier having no reasonable means to check Merchant's weight and number declarations at loading port. Only the number of lifts has been checked by the Carrier.

27. DANGEROUS GOODS. The Carrier is at liberty to load goods of any kind including all types of dangerous and hazardous goods without any liability on his part towards any other Merchant.

The Merchant to be liable for any damage or loss to the ship, the Carrier, the cargo, for injury to life or body, resulting from goods that are insufficiently packed or in any other way dangerous such as explosive, inflammable, caustic, poisonous, strong smelling, verminous, if such goods were shipped without any notice of their dangerous nature, or in violation of applicable laws, regulations, orders, decrees, or prohibitions, or in violation of any laws, regulations, or orders, or whether the act in his own name or in the name and/or on behalf of a third party. If the Master fears that danger is threatening from such goods, he may jettison or destroy same at any time and without liability to the Carrier to indemnify.

28. A daily demurrage rate of \$5.00 per GT of the vessel shall be paid for any delay whatsoever (including but not limited to time waiting for berth at or off port, reduction in loading/discharge rhythm established by usage and/or custom in any port, etc.) whenever the cause of such delay is beyond the control of the Carrier. When the cause of the delay equally is beyond the control of the Merchant the first twentyfour consecutive hours shall be deducted from the time on demurrage. Each Merchant shall be liable to the Carrier for a proportionate part of the total demurrage due. The proportionate part of the total demurrage due from each Merchant shall be based upon the total freight tons to be loaded/discharged at the port in question. No Merchant shall be liable in demurrage for any delay arising exclusively in connection with goods belonging to other Merchants.