Bill of Lading – Terms & Conditions

The user or any affiliated body holding this Bill of lading hereby agree to all the terms and conditions mentioned below

1) IDENTITY AND DEFINATION OF CARRIER

"Sea Lloyd" Shipping Lines is a trade name used for transportation. The text below identifies which company is the legal "Carrier" responsible for the shipment.
"Sea Lloyd" is the designated Carrier for shipments that are loaded or unloaded.
If a court decides that another party (such as the ship's owner, operator, or any partner) is also legally responsible for the cargo, that party is entitled to all the same legal defenses and limitations of liability that are granted to the Carrier in this contract.

2. DEFINATION

Without limitation of any definition in any applicable law herein mentioned: "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transshipment may be made in the performance of this contract and any vessel, craft, lighter or other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the performance of this contract; "MERCHANT" includes the Shipper, consignor, endorsee, transferee, Holder of this document, consignee, receiver of the Goods, any person or entity owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such persons, including booking party who might be connected directly or indirectly; "GOODS" means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier; "HOLDER" means any person for the time being in possession of this Bill of Lading to whom the property interest 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; "PARTICIPATING CARRIER" shall include any other sea, water, land or air carrier performing any part of the carriage provided herein; "CONTAINER" includes any container, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods; "LADEN ON BOARD", when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport used by or on behalf of the Carrier or Participating Carrier enroute to the Port of Loading shown on the face of this Bill of Lading; "PORT OF LOADING" shall mean the place where the Goods are received for marine transport by the Carrier; or Participating Carrier or their respective agents, "PORT OF DISCHARGE" shall mean the place where the Goods are to be discharged from the Vessel; "PLACE OF RECEIPT" shall be the place where the Goods are received from the Merchant by the Carrier, Participating Carrier or their respective agents; "PLACE OF DELIVERY" shall be the place where the Goods are delivered by the Carrier or the Participating Carrier to the Merchant; "COGSA" refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1936 and any subsequent modifications or re-enactment thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules Relating to Bills of Lading done at Brussels August 25, 1924; "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the internal law of a State shall be deemed to exclude all principles of private international law applied by such State; "STATE" shall mean any nation, country, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power; "COMBINED TRANSPORT" arises if the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes; and "PORT TO PORT TRANSPORT" arises if only the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3. Carrier's Tariff

The terms of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms therein relating to container and vehicle demurrage Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agents upon request. In case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail except that the applicable Tariff shall govern as to the Freight.

4. Warranty

The Merchant represents, warrants and agrees that:
(a) The Goods and any Container loaded by the Merchant are packed and secured in such a manner as to be handled in the ordinary course of the transportation without damage to the Goods, Vessel, Containers or other property or persons.
(b) Any Goods placed by the Merchant in Containers are compatible and suitable for transportation in Containers.
(c) Merchant has the authority of owning or entitled to the possession of the Goods and this Bill of Lading; and
(d) The Merchant further warrants that the Container if not supplied by or on behalf of the Carrier meets all ISO and/or other applicable national or international safety standards and is fit in all respects for carriage by the Carrier.

5. Sub-Contracting and Indemnity

(a) The Carrier shall be entitled to sub-contract the whole or any part of the duties undertaken by the Carrier in this Bill of Lading in relation to the Goods on any terms whatsoever consistent with any applicable law.
(b) Merchant undertakes that no claim or allegation shall be made against any person performing or undertaking such duties (including all servants, agents and sub-contractors of the Carrier) other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned by any such person, any liability whatsoever in connection with the Goods or the carriage of the Goods from port of loading to port of discharge whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof.
(c) Without prejudice to the Merchant's indemnity obligations herein, the Vessel and every subcontractor of the Carrier of any nature whatsoever (including but not limited to the Participating Carrier, the Vessel, the owner, charterer, operator, Master, officer and crew of the Vessel, and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lasher, ship cleaners, surveyors and other independent contractors) shall have the benefit of every right, defense, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for its benefit, and in entering into this contract, the Carrier, does so not only on its own behalf but also as agent and trustee for such persons or Vessel. The term "subcontractor" as used herein shall include both direct and indirect subcontractors hired by the Carrier to perform the Carrier's own obligations under the Bill of Lading, or the obligations of any person for whom the Carrier acts as agent. An indirect subcontractor is a person with whom the Carrier is not in contractual privity. For the purpose of this Clause 25, the Vessel and all subcontractors shall be deemed to be parties to the contract evidenced by this Bill of Lading.
(d) The provisions of Clause 25(b) shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.
(e) 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 which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6.CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

(1) Port to Port Transport
If carriage is Port to Port Transport, the responsibility (if any) of the Carrier for loss or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the provisions of Clause 4(C).
The Carrier shall be under no liability whatsoever for loss or damage to the Goods or non-delivery or mis-delivery howsoever caused if such loss or damage, non-delivery or mis-delivery arises prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that any applicable law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defense, limitation and liberty of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss or damage did not occur at sea
(2) Combined Transport
If carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage from the Place of Receipt or the Port of Loading whichever is applicable to the Place of Delivery or the Port of Discharge otherwise provided in this Bill of Lading, the Carrier's liability for loss or damage to the Goods shall be as follows:
If the stage of carriage where loss or damage occurred is not known:
(a) Exclusions If the stage of the carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss and damage to the Goods said that the Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by:
(i) An act or omission of the Merchant;
(ii) Insufficiency or defective condition of packing or marking;
(iii) Compliance with the instructions of persons entitled to give them;
(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;
(v) Inherent vice of the Goods;
(vi) Strike, lockout, stoppage or restraint of labor from whatever cause whether partial or general;
(vii) A nuclear incident;
(viii) Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.
(b) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clauses 4(a)to (d) shall rest upon the Carrier save that when the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clause 4(a) to (d) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.
(c) Limitation If the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid).
The Carrier's maximum liability hereunder shall in no circumstances exceed US$2 per kilo of gross weight of the Goods lost or damaged unless the value of the Goods has been declared by the Merchant with the consent of the Carrier and excess freight has been paid whereupon the declared value (if higher) as shown on the face of the Bill of Lading shall be substituted for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
If the stage of carriage during which loss or damage occurred is known Notwithstanding anything provided for in Clause 4(a) to (d). If the stage of the carriage where loss or damage to the Goods is known then subject to the operation of Clause 4(c) which shall apply where loss or damage occurs to the Goods plus freight and insurance (if paid).
Goods on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge, the Carrier's liability in respect of any such loss or damage occurring shall be determined as follows:
(i) By the provisions contained in any international convention or national law, which provisions cannot be determined by private contract in favor of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international Convention or national law applicable; or
(ii) If no international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 4(b)
(iii) Subject to Clause 4(a) and (b) if loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a Participating Carrier then the Carrier shall have the benefit of any and all rights, defenses, exemptions, limitations and immunities contained in or incorporated by or compulsorily applicable to the Participating Carrier's tariff(s) or contract(s) with the Carrier (in addition to all of the rights, defenses, exemptions, limitations and immunities contained in this Bill of Lading and the Carrier's tariff) and for this purpose such benefit, rights, defenses, exemptions, limitations and immunities shall be deemed to be incorporated herein, and copies are obtainable from the Carrier upon request.
(3) Clause Paramount
All carriage under this Bill of Lading (whether electronically produced or not) shall have effect subject to any legislation enacted in any country making the Hague or Hague-Visby Rules compulsorily applicable and in the absence of any such legislation in accordance with the Hague Rules or COGSA in the case of carriage to or from the United States of America.
In circumstances where the Hague Rules are not compulsorily applicable but are contractually applicable then subject to Clause 23 (ad valorem declaration) the Carrier's responsibility shall in no event exceed GBP100 per package or customary freight unit.
If any terms of this Bill of Lading are held repugnant to the Hague Rules, Hague-Visby Rules, COGSA or any other compulsorily applicable legislation then such provision shall be null and void to the extent of such invalidity without invalidating the remaining provisions hereof.
References in the Hague, Hague-Visby Rules, or COGSA to carriage by sea shall be deemed to include references to inland waterways or waterborne carriage.
(4) USA Clause Paramount (if applicable)
If carriage includes carriage to, from or through a port in the United States of America this Bill of Lading shall be subject to COGSA, the terms of which are incorporated herein and shall be paramount throughout carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or its sub-contractor at the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be.
The Carrier shall not be liable in any capacity whatsoever for loss or delay to the Goods or non-delivery or mis-delivery howsoever caused while the Goods are in the United States of America away from the sea-terminal and are not in the actual custody of the Carrier. At these times the Carrier acts as agent only for and on behalf of the Merchant and agrees to procure transportation of the Goods in accordance with the usual terms, conditions and tariff(s) of Participating Carriers. If for any reason the Carrier is denied the right to act as agent only at these times, its liability for loss and damage to the Goods or non-delivery or mis delivery thereof shall be determined in accordance with Clause 4(b) hereof.
If COGSA applies then the liability of the Carrier shall not exceed US$500 per package or customary freight unit unless the value of the Goods has been declared on the face hereof with the consent of the Carrier and extra freight has been paid in which case Clause 23 shall apply and the declared value (if higher) shall be substituted for the limit and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.
Except as provided herein in Clauses 4(d), and where COGSA does not apply by operation of law, Carrier's liability will be governed by COGSA unless its liability under some other body of law applicable to the particular stage of the transport where the loss occurred is more favorable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

7. Notice of Claim and Time for Suit

a. Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Place of Delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods described in this Bill of Lading.
b. Subject to Clause 22(c) and Clause 22 (d) , the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and written notice thereof given to the Carrier within six months after delivery of the Goods. In the case of total loss of the Goods the period shall begin to run two months after the Goods have been received for transportation.
c. Notwithstanding Clause 22(c) and Clause 22 (d) , where COGSA, the Hague Rules or Hague-Visby apply by incorporation or by force of law, the Carrier shall be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered.

8. Sundry Liability Provisions

Basis of Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid.

9. Shipper-Packed Containers

1. If a container has not been filled, packed, stuffed, or loaded by the carrier, the carrier will not be responsible for any loss or damage to its contents, and the merchant will reimburse the carrier for any loss, damage, liability, or expense that the carrier incurs, provided that the loss, damage, liability, or expense was caused by:
(a) the way the container has been filled, packed, stuffed, or loaded; (b) the contents' unsuitability for transportation in containers; or (c) the container's unsuitability or defective condition resulting from the carrier's failure to exercise due diligence to make the container reasonably fit for the purpose for which it is required; or(d) the nature of the container's unsuitability, flaws, or improper temperature control settings that would have been evident upon a reasonable inspection by the merchant at or before the container was filled, packed, stuffed, or loaded; or (e) the packing of temperature-controlled goods at a temperature other than the scheduled temperature
2. All containers that are shipper-packed must be packed and sealed by the shipper. Before packing containers, the shipper must inspect them. The use of the containers serves as first proof that the shipper has received them and that they are in excellent shape. The carrier will not be responsible for any shortfall of goods if the carrier delivers a shipper-packed container with its seal intact. In the event that the Carrier is sued for a shortage, the Merchant undertakes to reimburse the Carrier for any and all costs (including, but not limited to, legal fees), expenses, liabilities, or losses of any kind incurred in connection with the claim.

10. Inspection of Goods

The Carrier and its authorized agents (including subcontractors) always have the right, but not the obligation, to open any container or package at any time to inspect the goods. If government authorities at any location order a container to be opened for inspection, the Carrier will not be responsible for any resulting loss or damage caused during the opening, inspection, unpacking, or repacking of the goods. Furthermore, the Carrier has the right to charge the Merchant (customer) for all costs incurred during such mandatory official opening and inspection procedures.

11. Carriage Affected by Condition of Goods

If the Carrier determines at any point that the goods are unsafe to carry, or that continuing the journey will require extra expense or special actions (regarding the container or the goods), the Carrier may, without notifying the Merchant, take whatever steps it deems necessary. These steps, which the Carrier has the full right to choose, may include continuing the shipment, incurring additional costs to continue, selling or disposing of the goods, abandoning the rest of the journey, or storing the goods safely on land or water. When the Carrier sells, disposes of, stores, or abandons the goods under these circumstances, it will be considered a successful and proper delivery under this contract. The Merchant must reimburse the Carrier for any or all additional expenses incurred as a result of these actions.

12. Description of the Goods

a. Proof of Receipt and Condition
If the Carrier did not pack the container, this Bill of Lading serves as initial proof (prima facie evidence) that the Carrier received only the total number of containers listed in the front of the document, and that the containers appeared undamaged on the outside, unless otherwise noted. The Bill of Lading serves as proof of receiving the total number of individual packages or units (not just containers) only if the Carrier packed the container themselves.
b. Disclaimer of Contents
Because the Carrier cannot check the contents of sealed containers, the Carrier makes no guarantee regarding the cargo's weight, contents, quantity, quality, condition, or value. The Carrier is not responsible for the accuracy of any cargo description or details provided by the Shipper, as the Carrier had no way to verify them.
c. Additional Details
Any extra information added to the Bill of Lading at the Merchant's request (such as references to letters of credit, invoices, or contract details) is included only for the Merchant's convenience. The inclusion of these details does not count as a declaration of the cargo's value and will not increase the Carrier's liability under this contract. The Merchant agrees to reimburse the Carrier for any problems or consequences arising from including these extra details.
d. Shipper's Guarantee (Warranty)
The Shipper guarantees to the Carrier that all details about the goods listed on the Bill of Lading were checked by the Shipper upon receiving the document and are accurate and correct. The Shipper also guarantees that the goods are lawful and contain no illegal items (contraband).

13. Shipper's/Merchant's Responsibility

All parties encompassed by the term "Merchant" are held jointly and individually responsible for fulfilling the obligations outlined in this Bill of Lading, and this liability continues throughout the entire transportation process, even if the document or the title to the goods is transferred to a new party. The Shipper further guarantees to the Carrier that all cargo details provided in the document have been accurately checked and are adequate, accurate, and correct. Consequently, the Shipper must compensate (indemnify) the Carrier for any loss, damage, or expense resulting from inaccuracies or inadequacy in these particulars; however, the Carrier's right to this compensation does not restrict its liability to any person other than the Shipper. Regarding sensitive cargo, the Merchant undertakes not to present goods requiring refrigeration for transport unless they provide written notice detailing the required temperature setting and nature of the cargo before the Carrier receives the goods. Finally, the Merchant agrees to protect and compensate the Carrier for any claims, losses, fines, or expenses (including legal costs such as attorney fees) that arise from the Merchant's breach of any warranty or obligation under this Bill of Lading or applicable law. In the event if consignee or notify party abandon the shipment or shipment auctioned by customs, all the demurrage and detention charges till the date of auction are to be paid by shipper/merchants.

14. ISPS Code

All parties covered by the definition of the term "Merchant" are legally required to fully comply with all standards and regulations set forth by the ISPS Code (International Ship and Port Facility Security Code). The Merchant formally undertakes to pay the Carrier for all costs or expenses that arise from security regulations or measures required by authorities under the ISPS Code concerning the Merchant's Goods. Should the Carrier face legal liability or be ordered to pay damages to any governmental authority or third party because of a violation of the ISPS Code by the Merchant, the Merchant agrees to indemnify and hold the Carrier completely harmless from all resulting damages. Furthermore, the Merchant undertakes to compensate the Carrier for any financial losses or expenses suffered due to a delay with the vessel that results directly from a violation of the ISPS Code by the Merchant. Finally, the Carrier maintains the right to divert the vessel to an alternate port and unload the Goods there if the port of discharge raises its security alert level according to the ISPS Code after the Goods have been loaded onto the vessel.

15. Freight

a. Freight is Earned Upon Receipt. The total freight and all associated charges (including destination fees if any) are considered fully earned by the Carrier or its nominated agent the moment the Goods are received, regardless of whether the Bill of Lading states they are "Prepaid" or "Collect" (paid at destination). This payment must be made in full, without any deductions or claims, and is non-refundable even if the Goods, the vessel, or other conveyance is lost for any reason.
b. Currency and Tariff Rules. The Merchant should note the detailed rules in the applicable tariffs regarding the currency in which freight and charges must be paid, the exchange rates that will be used, and rules covering devaluation or other financial contingencies related to the charges. Carrier and or their appointed agent shall use their local bank established exchange rate as support to the freight.
c. Penalties for Inaccurate Data. The original freight fee is calculated based on the cargo details provided by the Shipper. The Carrier reserves the right, at any time, to open and inspect, reweigh, remeasure, or revalue the contents of any container or package. If the Shipper's provided particulars are found to be incorrect, the Merchant agrees to pay the Carrier an additional sum as liquidated damages (a pre-agreed penalty, not an additional freight fee). This penalty will be equal to double the difference between the actual correct freight and the charged freight, or double the correct freight minus the freight charged, whichever sum is the smaller amount. The Merchant must also pay for all expenses incurred by the Carrier in verifying these correct particulars.
d. Joint and Several Liability for Costs. All parties defined as the "Merchant" are, and will remain, jointly and individually responsible for paying all due freight and charges under this Bill of Lading, related tariffs, and contracts. This responsibility includes covering all court costs, expenses, and reasonable attorney fees incurred by the Carrier while collecting any overdue sums.

16. Lien

a. Carrier shall have a lien on the Goods, which shall survive delivery, for freight and any charges, expenses, costs, general average contributions, demurrage, detention and salvage cost and/or other sums owing under this Bill of lading and /or by any other contract. Carrier may, without notice and at the Merchant's expense and without any liability towards the Merchant, enforce this lien by public or private sale of the Goods. Carrier shall further have an end on any other property belonging to Merchant which may be in Carrier's or Actual Carrier's possession for any sums due under this Bill of Lading. If the proceeds of a sale of the Goods carried hereunder or of any other property belonging to Merchant fails to cover the full amount due, Carrier shall be entitled to recover the amount outstanding which remains due and owing from Merchant and shall be entitled to enforce this lien against any other property belonging to merchant in Carrier's or Actual Carrier's possession.
b. Delivery shall be effected when Merchant is provided notification that the Goods have arrived at the Place of Delivery, identified on the face of this Bill of Lading, or such other place or port as Carrier may select in accordance with Clause 10. Merchant acknowledges that the "free" time provided for Goods discharged from a vessel to the dock, quay, pier, or other port area may be extremely short, and varies from port to port. Merchants undertake to exercise due diligence to receive the Goods as soon as notification of arrival is provided. Merchant further agrees to pay any demurrage, storage charges, warehousing fees, or other such expenses incurred by the Goods after Carrier's notification that the Goods have
arrived at the Place of Delivery identified on the face of this Bill of Lading.

17. Optional stowage and deck cargo

a. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.
b. Goods stowed in Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. 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 purposes of the Hague Rules, Hague-Visby Rules or COGSA, as the case may be.
c. If Goods not in containers are carried on deck, the Carrier shall so state such carriage on the face hereof. When Goods in containers are stowed on deck, the Carrier shall not be required to specially note, "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding.

18. Live Animal

The carriage of live animals is specifically exempt from the provisions of major international liability rules (such as the U.S. COGSA and the Hague or Hague-Visby Rules) and is undertaken entirely at the sole risk of the Merchant. Consequently, the Carrier accepts no liability whatsoever for any resulting loss, injury, illness, death, delay, or destruction of the animals, regardless of the cause. The Master (Captain) retains the absolute right, at his or her discretion, to immediately destroy and dispose of any live animal if it poses a threat to the vessel, person, property, or threatens to delay the voyage; in such an event, the Merchant is still deemed to have received due delivery of the animal. Furthermore, the Merchant is responsible for and shall indemnify the Carrier against any additional expenses, losses, or delays incurred in connection with the carriage or safe keeping of the live animals and must pay all such sums immediately upon demand.

19. METHODS AND ROUTES OF TRANSPORTATION

The Carrier holds absolute discretion and may act at any time and without notice to the Merchant in determining the methods and routes of transportation. This broad authority grants the Carrier the right to use any means of transport or storage whatsoever; to transfer the Goods (transship or use a substituted vessel) even if such transfer was not originally contemplated; and to proceed by any route—whether or not it is the nearest, most direct, or customary path—at the Carrier's discretion (for purposes such as taking bunkers or any other reason). The Carrier may stop at, proceed to, or stay at any place (even if contrary to the intended route) to load, unload, or store the Goods at any port or location (even if not named on the Bill of Lading). Furthermore, the Carrier must comply fully with any orders, directions, or recommendations regarding routes, ports of call, or destination given by any governmental or authorized body. If the Carrier is required to arrange for any forwarding services not within the scope of this contract, the Carrier acts solely as the agent of the Merchant and accepts no other responsibility for those services. Any action taken or not taken under this broad grant of authority, or any resulting delay, is deemed to be included within the contractual transit and shall not be considered an unauthorized deviation.

20. Matters Affecting Performance

If the transportation is or is likely to be affected at any time by any hindrance, risk, delay, difficulty, or disadvantage of any kind (excluding issues with the cargo itself and regardless of when the circumstances arose), the Carrier holds the sole discretion to respond without prior notice to the Merchant. The Carrier may choose one of three actions: first, carry the Goods to the destination by an alternative route, for which they are entitled to charge additional Freight; second, suspend the Carriage of the Goods and store them ashore or afloat while attempting to forward them as soon as possible, and for this action, they are also entitled to charge additional Freight; or third, the Carrier may abandon the Carriage completely and place the Goods at the Merchant's disposal at a safe and convenient location, whereupon the Carrier's responsibility for the Goods ceases immediately. In the case of abandonment, the Carrier is nevertheless entitled to the full original Freight, and the Merchant is responsible for all additional costs incurred for the transportation to, and the delivery and storage at, the abandonment location.

21. Dangerous Goods

The Merchant formally agrees not to present any dangerous, flammable, radioactive, or damaging Goods for transport without first providing the Carrier with written notice of their nature and ensuring both the Goods and their packaging are clearly marked as required by all applicable laws and regulations throughout the journey. Any Goods that are or become dangerous may be unloaded, destroyed, or rendered harmless at any time or place without compensation to the Merchant; if the Merchant failed to provide the required notice, the Carrier is also not liable to contribute to any General Average settlement related to those Goods. Additionally, the Merchant guarantees the Goods are lawful and contain no contraband. If these requirements (written notice/marking, and lawful goods/no contraband) are not met, the Merchant shall compensate (indemnify) the Carrier against all losses, damages, or expenses of any nature whatsoever arising from such Goods or Containers being shipped, delivered, handled, or carried by the Carrier. If the actual cargo or commodity is being found to be mismatched with the description provided at the time of booking, it will be formally treated as a wrong declaration. This finding is confirmed through verification based on the official Harmonized System (H.S.) Code. In the event of such a wrong declaration, all resulting charges and financial penalties must be jointly borne by and are the responsibility of the Shipper, the Consignee, and the booking party.

22. Notification and Delivery

a. Except as provided by tariff, any mention herein of notify parties is solely for the Carrier's information, and failure to give notification shall not render the Carrier liable nor relieve the Merchant of any obligation to the Carrier.
b. The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff.
c. If the Merchant fails to take delivery of the Goods or part of them upon expiration of the tariff's prescribed free time, the Goods shall be deemed to have been delivered to the Merchant and the Carrier may with or without notice, but subject to its lien, unpack the Goods if packed in Container and/or store or warehouse the Goods or any part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Thereupon, the liability of the Carrier in respect of the Goods shall cease wholly 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.
d. In all circumstances, Carrier shall have no liability whatsoever for the mis-delivery of Goods in its actual or constructive possession to persons holding forged or fraudulent documents which reasonably purport to be original Bills of Lading or other original documents entitling them to possession, so long as the Carrier acts innocently and does not intentionally deliver the Goods to persons known by him to have no right to possession under the Bill of Lading.

23. Multiple Bills of Lading

a. Goods will only be delivered in a Container to an individual Merchant if all Bills of Lading in respect of the content of the Container have been surrendered authorizing delivery to that Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may in its absolute discretion unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of the appropriate charges.
b. If multiple Bills of Lading are issued in respect of the contents of a Container, then the particular of the Goods described on the face hereof 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 unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the Merchants 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. In such event the Carrier shall not be liable for any shortage, loss, or damage of the Goods or other discrepancies of the Goods, which are found upon unpacking of the Container.

24. General Average

General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1994 and any subsequent modification or re-enactment thereto and shall be applied to Containers and/or Goods loaded on deck or under deck. 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 Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay any salvage and special charges incurred in respect of the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel(s) belonged to strangers. The Carrier shall have a lien on the Goods for all General Average contribution (including but not limited to salvage) for which the Merchant is responsible and shall be entitled to a cash deposit or other security therefor in a form acceptable to the Carrier. If the Carrier delivers the Goods without obtaining security for general average contributions or such other expense, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions or expense and to provide such cash deposit or other security for the estimated amount of such contributions or expense as the Carrier shall reasonably require.

25. Both-to-Blame Collision

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

26. Regulations relating to goods/ goods misdeclarations

The Merchant must comply with all relevant rules, laws, regulations, or requirements issued by customs, port, and other governing authorities, and the Merchant is solely responsible for and shall pay all resulting duties, taxes, fines, fees, expenses, or losses incurred by the Carrier, including costs arising from any illegal, incorrect, or insufficient description, marking, numbering, or addressing of the Goods, and the Merchant agrees to compensate (indemnify) the Carrier for all expenses related to such non-compliance. Furthermore, if the Carrier is required to hand over the Goods, or any portion thereof, into the custody of any customs, port, or other official authority, this act of handover shall constitute a full and proper delivery of the Goods to the Merchant under the terms of this Bill of Lading.

27. Validity

If any provision within this document conflicts with any mandatory terms of an applicable International Convention or national law—meaning a law that cannot be legally waived or changed by a private contract—then this Bill's of Lading provision will be null and void (invalid) only to the extent of that inconsistency. Furthermore, unless there is a specific written agreement to the contrary added directly to this Bill of Lading, the terms and conditions stated herein replace and override any previous discussions, negotiations, or agreements that occurred between the Merchant and the Carrier.

28. Law and Jurisdiction

This Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods and any and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined hereunder and shall be governed by and construed in accordance with English law . If the carriage of Goods hereunder is foreign trade to, from or through a port in the United States or if COGSA shall for any reason whatsoever apply compulsorily to the carriage of the Goods hereunder then this Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with United States law including all claims, suits, proceedings or disputes.