

(FACE CLAUSE)

SHIPPED ON BOARD, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this Bill of Lading to be transported subject to all the terms of this Bill of Lading and to ship's engagements not hereby disclosed with liberty to proceed via any port or ports within the voyage herein contracted for, (see Clause 4), to the port of discharge or so near thereto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon in like apparent good order and condition from ship's tackle or deck and, in case of bulk liquids, from ship's pipe line connections on the ship where Carrier's responsibility shall cease.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whenssoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this Bill of lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the carrier :

(FACE CLAUSE)

SHIPPED ON BOARD, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this Bill of Lading to be transported subject to all the terms of this Bill of Lading and to ship's engagements not hereby disclosed with liberty to proceed via any port or ports within the voyage herein contracted for, (see Clause 4), to the port of discharge or so near thereto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon in like apparent good order and condition from ship's tackle or deck and, in case of bulk liquids, from ship's pipe line connections on the ship where Carrier's responsibility shall cease.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whenssoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this Bill of lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the carrier :

SEE TERMS OF CARRIAGE AND OTHER TERMS ON REVERSE

1. In this Bill of Lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract: the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, agent, and if bound hereby, time charterer and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this Bill of Lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of Bill of Lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligation incurred and payable by the goods, shipper, consignee, or any of them; the word "package" shall include any piece, article or shipping unit of any description.

2. This Bill of Lading shall have effect subject to the provisions of the Japan International Carriage of Goods by Sea Act (Hague Rules Legislation effective January 1958), which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under that Act. If for any reason Japanese law is not applied, the Hague Rules Legislation of the forum, or if none that of the place of shipment, or if neither that of the place of import, if not the place of the forum, shall be applied. The carrier shall not be liable as a carrier prior to the loading of the goods on board the ship or after the goods have left the ship's tackle on unloading. While the goods are in its actual custody before they are loaded on the ship and after they are discharged therefrom, either at the port of destination or transhipment or elsewhere, the liability of the Carrier shall be merely that of bailee. During such periods the provisions of the pertinent Hague Rule Legislation shall, where applicable, govern the rights and obligations of the Carrier, the shipper and the consignee. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If any provisions of this Bill of Lading be repugnant to the pertinent Hague Rule Legislation to any extent, such provision shall be void to that extent but no further.

3. The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of any country's law, statutes or regulations which may be pertinent. This shall include, but shall not be limited to, the full benefit of, and right to all limitations of, or exemptions from, liability authorized by any provisions of sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provision of the laws of the United States. If the ship is not owned by, or chartered by demise to the company or line by whom this Bill of Lading is issued (as may be the case notwithstanding anything that appears to the contrary), this Bill of Lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal made through the agency of the said company or line, who act as agents only and shall be under no personal liability whatsoever in respect thereof. If, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exemptions from liability provided by law or by the terms hereof shall be available to such other.

4. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not and also ports and places in or out of the advertised, geographical, usual or ordinary route or order even though, in proceeding thereto, the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original ports, or depart from the direct or customary route, and includes all canals, straits and other waters. Included in the scope of contract voyage are any and all calls that the ship may make at any port or place which the Carrier may for any reason deem advisable for the purposes of the current voyage, or of a prior or subsequent voyage, even though such voyages may overlap and even though such reasons or purposes may include the loading and / or discharging of passengers and / or cargo. The ship may omit calling at any port or ports or places whether scheduled or not, any may call at the same port or place more than once; may, for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, make trial trips or tests, take on fuel or stores, remain in port, sail or dock, with or without pilot or tug tow and / or be towed, take on or discharge passengers or cargo, lie on bottom in berth, save or attempt to save or attempt to save life or property, whether the property be that of the Carrier or others ; and any and all of such things whether done once or more times, are included in the scope of the contract voyage, and shall not constitute deviation or departing therefrom, even though such acts or omissions, in the absence of the provisions of this Bill of Lading, might be deemed to constitute deviation or departure.

5. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier is likely to give rise, to risk of capture, seizure, detention, damage, delay or disadvantage to or loss, of the ship or any part of her cargo, to make it unsafe imprudent, or unlawful for the person to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place: or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Carrier may consider safe or advisable under the circumstances and discharge the goods, or any part thereof at any such port or place : or the Carrier may retain the cargo on board until the return trip or until such time as the Carrier thinks advisable and discharge the goods at any place whatsoever as herein provided : or the Carrier may discharge and forward the goods by any means, rail, water, land or air at the risk and expense of the goods. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense: such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility in respect of the goods so discharged, except to mail notice of the disposition of the goods directed to the shipper or consignee named on this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

6. The Carrier shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, quarantine, discharge, destination, delivery or otherwise howsoever given by the government of any nation or any department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. Anything done, or not, done, in compliance with such orders or directions shall not be deemed a deviation. If by reason of, or in compliance with, any such orders or directions the ship does not proceed to the port or ports originally designated, or to which it may have been ordered pursuant to the terms of this Bill of Lading, the ship may proceed to any safe port which the Carrier in its discretion may select and there discharge the cargo. Such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility in respect of the goods so discharged, except to mail notice of the disposition of the goods directed to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. The ship may carry contraband, explosives, munitions warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy. In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, respit to, deposit or discharge the goods at any place whatsoever, fumigate, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their own risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

7. The Carrier shall not be liable for loss or damage, occurring at any time when the goods are in the actual custody of the Carrier, whether or not such goods are being carried under a through Bill of Lading, occasioned by faults, errors, act, neglect, or default of the master, mariner, pilot, servants of the Carrier, or of any person whomsoever whether in the navigation or in the management of the ship or otherwise, of any of the sea or other waters or dangers of navigation of whatsoever kind, by collision, stranding, sinking, heeling or overturning of the ship, jetison or wreck; by fire or explosion from any cause on board or on craft or on wharf or on shore or wheresoever occurring; by barraty of the master or crew; by enemies, pirates, robbers or thieves, by land or sea ; by theft by any person on board, on craft or on wharf or on shore, whether in the employ of the Carrier or not ; by arrest or restraint by princes, rulers or people ; by capture, seizure, detention or embargo; by hostilities : by civil commotion, riot, strike or stoppage of labour or labour disturbance, whether the Carrier be a party thereto or not ; by fumigation, quarantine or epidemics; by bursting of boilers or by steam, howsoever arising : by breakage of shafting or machinery ; by defect, latent or otherwise, in any appliance whether owned by the Carrier or not in any part of the hull, boilers, engines, machinery, equipment or appurtenances of the ship, or by unseaworthiness of the ship, whether existing at time of shipment or at the beginning of the voyage, or otherwise, provided the Carrier has exercised due diligence to make the ship seaworthy at the commencement of the voyage; by heat, heating, cold, frost, ice, decay, mildew, mould, dampness, fermentation, smoke, dust, coal dust, oil, discoloration, evaporation, smell or taint from or contact with other goods or fuel, putrefaction, rust, water of any kind, sweat, rain or spray, change of character, effects of climate, drainage, leakage, wastage, loss of weight, breakage, checking, splitting, bending, chafing, shrinkage, hook hole, rats, vermin, or by explosion of any of the cargo, whether shipped with or without disclosure of its nature; or for any loss or damage arising from the nature of the goods or the insufficiency, soiling, injury to, distortion, pressing or bursting of packages, adherence of covering, or failure to properly protect the goods, or inaccuracy or obliteration or errors in or insufficiency or absence of marks, numbers, address, or description of cargo; or for land damage, including any damage occurring before loading; or for risk of craft, hull or loss; or for any loss or damage caused by the prolongation of the voyage; or for any delay, loss or damage due to any act, default, or omission of the administration, either of the Suez Canal or of the Panama Canal or from an interruption or delay of traffic through the Suez Canal or the Panama Canal. This clause shall be construed as in addition to and not in derogation of or in substitution for any statutory exception or provision in favour of the Carrier.

Any and all warranty of seaworthiness, whether express or implied, whether before or after loading, sailing and / or at any stage of the voyage is hereby waived.

8. Goods may be stowed in poop, fore-castle, deck house, shelter deck, passenger space or any other covered-in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes, including general average, to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and the provisions stated in the pertinent Hague Rule Legislation, notwithstanding any provision of such Hague Rule Legislation corresponding to section 1 (c) of the United States Carriage of Goods by Sea Act.1936. The Carrier shall at all times be at liberty to jettison any portion of all such cargo at its discretion. The vessel may at the sole option of the Carrier or the Master carry live animals and every description of cargo on deck subject to the provisions of Clause 2 hereof but without prejudice to the beforementioned provisions of this Clause in respect of cargo which is stated as being carried on deck.

9. Cargo liable to be affected by frost, cold, heat or weather conditions, and all perishable cargo is received and carried at the risk of the owner thereof, but all freight is payable on goods whether sound or destroyed, and any such cargo becoming decayed or liable to injure other cargo or the ship or the destruction of which is ordered by any health or other authority may be destroyed, or disposed of, without notice either before or after arrival and the Carrier shall not be liable therefor.

10. The description of the goods and the particulars concerning the packages as stated on the face hereof are those of the shipper, and the Carrier does not, by the issuance hereof, agree that such description is correct, or admit the existence, good order and condition of the goods, or of the contents of any package or other shipping unit, except as may be otherwise provided by applicable statute. The shipper and the goods shall be liable for, and indemnify the Carrier in respect of any injury, loss or damage arising from inaccuracies or omissions in the leading marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value, as declared by the shipper, including, in the case of partial loss of any goods as to which the shipper has failed to state the value, any amount in excess of the pro rata portion of the agreed value (see Clause 16) per package, or per customary freight unit, which the Carrier may be required to pay to the shipper or consignee or to any third person. The shipper warrants that all packages and pieces shall be clearly and durably stamped or marked in letters and numbers not less than two inches high, together with the name of the port of discharge; and that such markings shall correspond to the marking and numbers inserted in this Bill of Lading; and, further, that the marking and numbering of the packages and pieces and the description of the contents shall in all respects comply with all laws and regulations in force at the intended port of discharge or destination. The goods shall be liable for all expense of mending, cooerage, bailing or reconditioning of the goods or packages, and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage, or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by authorities at any port or place, or any act or omission of the shipper or consignee.

11. Single pieces or packages exceeding 1,000 lbs. in weight shall be declared in writing by the shipper on shipment and the weight clearly and durably marked on the outside of the piece or package. The shipper, consignee and the goods shall be liable for and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon. The shipper shall notify the Carrier in writing before delivery that any cause of any damage of an explosive, inflammable, corrosive, noxious or dangerous nature which may result in injury or detriment to the ship or to the cargo or which are classified as dangerous or hazardous goods by the laws or regulations of the port of shipment, the port of destination, or any intermediate port of call. The packages containing such goods shall be clearly and indelibly marked to show the hazardous nature of their contents and the shipper, consignee and the goods shall be jointly and severally liable to indemnify the Carrier with respect to any and all fines, penalties, or damages suffered or incurred by the Carrier by reason of the shipper's failure to so declare and mark the nature of such goods. The attention of shippers and consignees is directed to the laws and regulations of the countries of shipment, destination, and call imposing criminal or civil penalties for failure properly to declare, mark, and package such goods.

12. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all conditions, exceptions, and limitations as to the Carrier's liability and other provisions of this Bill of Lading; and further, the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

13. The Carrier shall not be accountable to any extent for any loss of or damage to or in connection with platinum, gold, silver, bullion, currency, specie, jewellery, precious stones, precious metals, securities, documents, pictures, embroideries, works of art, or any other valuable goods, whatsoever, unless the nature and the value of the goods shall have been declared in writing by the shipper before shipment and inserted in this Bill of Lading and freight prepaid as per tariff. Upon application, the Carrier shall quote rates based on a higher valuation than that provided for in Clause 16.

14. The Carrier may commence discharge immediately on arrival of the ship and discharge continuously, irrespectively of weather, by day and night, Sundays and holidays included, all extra expense occasioned by discharging after hours and on Sundays and holidays to be for account of consignee, any custom of the port to the contrary notwithstanding. The goods shall be received by the consignee from ship's tackle as soon as the ship is ready for discharge and as fast as the ship can deliver them. In the default thereof, the goods shall be at their own risk and expense; delivery shall be considered complete and the Carrier will have the option, subject to Carrier's liens, of sending the goods to store, warehouse, putting them on lighters or otherwise discharging, putting them in possession of the authorities, dumping, permitting to lie where loaded or otherwise disposing of them, always at the risk and expense of the goods, or of ordering the ship to proceed and of discharging the goods in any near, safe and accessible port at the Carrier's option, the contract of carriage thereupon to be considered completed and the Carrier to have complied with all of its obligations, full freight being earned and payable, all charges arisen from the moment of departure from the original port of destination of the goods being for account of the cargo, and the goods from the moment they leave the ship's tackle to remain entirely at their own risk and expense. The shipper and consignee shall pay and indemnify the Carrier for any loss, damage, fine, charge or expense whatsoever suffered in so dealing with or disposing of the goods or by reason of the consignee's failure or delay in taking possession and delivery as provided herein. The Carrier's responsibility shall cease as soon as the goods have left the ship's deck or tackle, or, in the case of bulk liquids, the ship's pipe line connections, the Carrier not undertaking any obligation beyond these points. With respect to any transportation or carriage of the goods beyond the tackles of the ship, where it is customary or where it is necessary for the ship to discharge into local or branch ship, river ship, launch, lighter, surf boat or canoe, the Carrier acts solely as a forwarding agent of the shipper and consignee (even though such further carriage should be at the Carrier's expense) and does not undertake any responsibility or obligation as to the character, condition or seaworthiness of any vessel or craft into which the goods may be discharged from the ship nor as to the custody, care or delivery of the goods after discharge from the ship. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities.

Except as provided in Clauses 5 and 6 hereof, the Carrier shall not be required to give any notification whatsoever of arrival, discharge or any disposition or action taken with respect to the goods, any custom or practice of the port, the Carrier, or others to the contrary notwithstanding and even though the goods are consigned to order with provision for notice to a named person. The ship's tally shall be accepted as conclusive unless the consignee's tally clerks check the goods in cooperation with the ship's checkers.

15. If the Carrier makes a special arrangement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier, the ship can safely under her own power proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and that otherwise the ship shall discharge the goods in accordance with Clause 14 of this Bill of Lading, whereupon Carrier's responsibility shall cease.

16. In case of any loss or damage to or in connection with goods exceeding in actual value the minimum agreed value permitted by the pertinent Hague Rules Legislation (see Clause 2) per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be that minimum agreed value per package or per unit, on which basis the freight is adjusted, and the Carrier's liability, if any, shall be determined on the basis of that minimum agreed value per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than that minimum agreed value shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this Bill of Lading and extra freight paid, if required, and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss of damage shall be adjusted pro rata on the basis of such declared value. If the circumstances of the loss or damage are such that no Hague Rules Legislation is pertinent, then the value of the goods shall be deemed to be £100 sterling per package or per customary freight unit. It is understood that the meaning of the word "package" includes pieces. Whenever the value of the goods is less than the agreed value per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less. It is hereby expressly agreed that the immunities from, and limitation of, liability that the Carrier has under this Clause shall apply also for the benefit of contract stevedores.

17. Unless notice of loss or damage and general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of delivery by the Carrier of the goods as described in the Bill of Lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered.

18. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's opinion, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value goods. In case shipper's particulars are found to be erroneous and to have resulted in payment or calculation of freight at less than the rates prescribed by Carrier's tariff, the shipper, consignee and goods shall be jointly and severally and responsible for the payment to the Carrier's of twice the deficiency in such freight, as well as for the expense incurred in examining weighing measuring and valuing such goods, and attorney's fees, if any, fully incurred by Carrier in collecting. Full freight shall be paid on damaged or unsound goods. All freight hereunder to port of discharged and/or destination named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at the destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever and / or cargo lost or not lost or the voyage broken up or abandoned. If there shall be forced interruption or abandonment of the voyage the port of shipment of elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid freight and charges shall be paid in full, and without any off-set, counter-claim or deduction, in United States currency or, at Carrier opinion in the currency of the port of loading or of the port of discharge in an amount which shall be equivalent to said United States loading at the sight rate of exchange on New York current on the date when the ship enters Customs at the port of discharge or, in case of non-arrival, on the date when she should have arrived. The Carrier shall have a lien on the goods, which shall survive delivery, for all freight and charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder. Notwithstanding the foregoing provisions, in case this Bill of Lading covers the goods moving between the ports in Europe and Far East on the liner basis, it is agreed that if the particulars furnished by or on behalf of the shipper are incorrect, a sum equal to five times the difference between the correct freight and freight charged with maximum double the correct freight less the freight originally charged shall be payable as liquidated damages to the Carrier.

19. Whenever the Carrier may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier may, without notice, forward the whole or any part of the goods before or after loading at the original port of shipment, or any other ports or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by other and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by any transshipping or forwarding carrier and all transshipping or forwarding shall be subject to all the terms whatsoever in the regular form of Bill of Lading, freight note, contract or other shipping document used at the time by such Carrier, whether issued for the goods or not, and even though such terms may be less favourable to the shipper or consignee than the terms of this Bill of Lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transshipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the Bill of Lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such Bill of Lading. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention. Lighterage after discharge from the ship payable by the consignees or in default of that by the shippers.

20. General Average shall be payable according to the York-Antwerp Rules, 1974. Such deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution of the goods and any special charges thereon shall, if required, be paid to the Carrier or his agent prior to delivery. The Carrier shall have a lien on the goods for General Average contributions and, also, for all salvage and special charges incurred in respect of the goods. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute or contract or otherwise, the goods, the shipper, consignee, or owner of the cargo, jointly and severally, 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 cargo. Salvage services rendered by another ship owned by or in the service of the Carrier, shall be paid for and fully as if such ship were owned by strangers.

21. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owner of said goods, paid or payable by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

22. The Carrier shall have a lien on the goods and be paid by the shipper and/or consignee for all freights, dead freight, primages, charges, detention and expenses in connection with the goods; and also for all fines or damages which the ship, lighter or cargo may incur or suffer by reason of the incorrect or insufficient marking, numbering or addressing of packages, or description of their contents or in any manner on account of the goods. Bills of lading shall be made out in accordance with the prescriptions and regulations of port, customs or consular authorities; Consular, Board of Health or other certificates, or any documents required to accompany the goods are to be procured by shipper, and any detention, charges, or penalties incurred by Carrier and/or cargo, owing to the want or insufficiency of same, are to be borne by the shipper and/or consignee, and the Carrier shall have a lien therefor on the goods. The Carrier shall also have a lien for any amounts whatsoever becoming payable to the Carrier under the provisions of this Bill of Lading or otherwise in connection with the custody and/or transportation of the goods, although not then ascertainable or payable, also for any other freights, charges or amounts owing by the shipper or consignee, and for the expense of exercising any liens under this Bill of Lading. All items mentioned in this clause shall be construed to be included in the words "freights and charges" wherever used in this Bill of Lading. The Carrier may exercise any of its liens arising under this Bill of Lading by selling the goods subject thereto at public auction or private sale, at any port or place and at any time determined upon by the Carrier, in its uncontrolled discretion, without giving notice thereof (such notice being waived), and the Carrier shall apply the proceeds of the sale first to the costs and expenses of the sale and of the exercise of the lien, and secondly, to the payment of all amounts secured by the lien, and the balance, if any, shall be paid over to the party who would, but for the exercise of such lien, have been entitled to the delivery of the goods against the surrender and delivery of such documents as the Carrier may require; and the shipper and the consignee shall pay any deficiency.

23. Without, in any manner or to any extent, limiting the meaning of the conditions contained in this Bill of Lading, it is expressly agreed that it is issued subject to conditions (a) and (b) in this clause: (a) Carrier shall not be responsible for any acts, consequences, damages or losses caused directly or indirectly by existing or threatened war, declared or undeclared, hostilities, warlike operations, civil war and civil commotions, revolutions or the operations of international law, whether such acts, consequences, damages or losses are caused by neutrals or belligerents. Any storage or other charges resulting from detention or interruption in service shall be collected from shippers or consignees, in addition to the charges provided for herein. (b) If any port of discharge named in this Bill of Lading, or to which the ship may properly be ordered, be blockaded or if, owing to any existing or threatened war, hostilities, warlike operations civil war, civil commotions, revolutions or the operation of international law, (1) entry into any such port of discharge of cargo intended for any such port should be considered by the Carrier in its discretion dangerous or impossible or (2) if it should be considered by the Carrier in its discretion dangerous or impossible for the ship to reach such discharging port, the cargo or such port of discharge as may be affected, shall be discharged at any safe port which the Carrier may in its discretion decide on; and such discharge shall be deemed to be the fulfillment of the contract or contracts of affreightment, so far as cargo so discharged is concerned. In the event of cargo being discharged at any such other port, the Carrier shall be entitled to freight as if the discharge had been effected at the port or ports originally designated or to which the ship may have been ordered pursuant to the terms of this Bill of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port shall be paid by the owner, shipper or consignee of the cargo, and the Carrier shall have a lien on the cargo for freight and all such expenses.

24. Neither the Carrier nor any corporation owned by subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading or after discharge from the ship by reason or by means of any fire whatsoever unless such fire shall be caused by the design, neglect, fault or privity of its directors or managers.

25. The owners and/or agents and/or master, in the event of existing, threatening or impending adverse port congestion, weather or ice conditions, and possible earlier closing, than announced, of the St. Lawrence Seaway, have sole discretion to decide whether the vessel shall or shall not proceed to or enter the port of discharge, or, if the vessel shall have entered the port of discharge whether, if discharging has commenced, the vessel shall or shall not continue discharging, or, if discharge has not begun, whether the vessel shall or shall not commence to discharge, and whether the vessel shall or shall not in any of these events proceed to the nearest convenient liner port and there discharge or complete discharging. Any and all extra expenses and/or risk of forwarding or otherwise in consequence thereof shall be borne entirely by the shipper and/or consignee of the goods.

26. Whenever goods of a dangerous or damaging nature are likely to become a danger or cause damage to the ship, other cargo, persons and/or property, in the sole judgement of the Carrier or the Master, such goods, if shipped with knowledge of their nature and character upon prior notification in accordance with Clause 11 hereof, may be landed at any port or place or destroyed or rendered innocuous or be otherwise disposed of at the Carrier's or Master's discretion without compensation and without prejudice to the Carrier's right to freight or other charges payable hereunder. The shipper, consignee and goods shall separately indemnify the Carrier against any kind of loss, damage, detention, expenses, fines or liability directly or indirectly caused to or incurred by the Carrier as a result of the carriage of such goods.

27. The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law as may be otherwise provided for herein and any action against the Carrier hereunder shall be brought before the Tokyo District Court in Japan.

28. The term apparent good order and condition when used in this Bill of Lading with reference to iron, steel or metal products does not mean that the Goods, when received, were free from visible rust or moisture. If the shipper so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notation as to rust or moisture which may appear on the mates' or tally clerks' receipts.