



BBC Bill of Lading Terms and Conditions

1. Definition

"Merchant" includes the charterer, the shipper, the receiver, the consignee, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

2. Notification

(a) Should the Carrier anticipate that, for whatever reason, the vessel will not be ready to load the cargo by the end of the shipping period, it will notify the Merchant thereof without delay stating the expected date of the vessel's readiness to load and asking whether the Merchant will exercise its option of cancelling the carriage, or agree to a new shipping period.

(b) The Merchant must exercise its option within 48 running hours after the receipt of the Carrier's notice. If the Merchant does not exercise its option of cancelling, then the new shipping period shall apply.

(c) The provisions of sub-clause (b) of this clause shall operate any time the Carrier requests amendment of the shipping period.

(d) All notices of arrival are given in good faith, weather and unforeseen circumstances permitting, and without liability on the part of the Carrier.

3. Liability under the Contract

(a) Unless otherwise provided herein, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply. In respect of shipments to which there are no such enactments, the provisions of the International Convention shall apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 ("The Hague-Visby Rules") apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. Where the Hague Rules or part of them or the Hague-Visby Rules apply to carriage under this contract, the applicable rules, or part of them, shall likewise apply to the period before loading and after discharge where the Carrier (or his agent or servants) is responsible for the cargo. Unless otherwise provided herein, the Carrier shall in no case be responsible for loss of or damage to deck cargo and/or live animals.

(b) The Carrier shall under no circumstances be liable for consequential damages or losses including damages for delay and/or truck or rail or barge demurrage or detention of any kind. In the event that the Carrier is held to be liable for damage or loss other than damage to the cargo, such liability shall in any event be limited to the freight covered by this Bill of Lading or to the limitation amount determined by sub-clause 3(a) or Special Clause B, whichever is lesser.

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

4. Law and Jurisdiction

Except as provided elsewhere herein, any dispute arising under or in connection with this Bill of Lading shall be referred to arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitration Association (LMAA) terms. The arbitration Tribunal is to consist of three arbitrators, one arbitrator to be appointed by each party and the two so appointed to appoint a third arbitrator. English law is to apply.

5. The Scope of Carriage

(a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging or other cargo operations and maintenance of vessel and crew. The Carrier shall have the liberty of restowing the cargo and loading and discharging other cargoes for the account of other Merchants for ports enroute or not enroute.

(b) Any deviation, change in discharge port or time lost due to environmental hazards or due to avoidance of same to be for Merchant's account and such deviation shall not be considered unjustified.

6. Substitution of Vessel

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

7. Transhipment

The Carrier shall be at liberty to tranship, land and store the cargo either on shore or afloat and reship and forward the same to the port of discharge at Carrier's expense but at Merchant's risk.

8. Lighterage

Any loading in or off ports of loading or ports of discharge to be for the risk and account of the Merchant.

9. Liability for Pre- and On-Carriage

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

10. Loading and Discharging

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent unless otherwise agreed or noted herein.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.

(c) Any loss or damage occurring may commence without prior notice.

(d) The Merchant or his Agent shall tender the cargo when the vessel is ready to load and as fast as the vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the vessel is ready to load or fails to load as fast as the vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges, losses, costs and expenses incurred by the Carrier in addition to the freight shall be liable to pay the Carrier detention at the rate USD 30,000 per day pro rata, payable day by day (or such other sum as is stated on the face of the Bill of Lading) for the period of any delay.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo, the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the vessel be kept applied for within a reasonable time, the Carrier may sell the same privately or by auction.

(f) If the Merchant or his Agent fails to take delivery of the cargo as fast as the vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition, the Merchant shall be liable to pay the Carrier detention at the rate USD 30,000 per day pro rata, payable day by day (or such other sum as is stated on the face of the Bill of Lading) for the period of any delay. All delivery charges at the end of the vessel's hook unless otherwise specified.

(g) If total detention accumulated at all ports exceeds 30 days, at Carrier's option Carrier may charge Merchant detention at the market rate commencing on the 31st day of detention.

(h) The Merchant shall be responsible for providing all necessary equipment for loading and discharging, including spreader bars, lifting frames, slings and saddles.

(i) Securing of the cargo to be accomplished to Master's satisfaction. The time and expense of loading and unloading shall be borne by the Merchant or Merchant's representative to be for Merchant's account.

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

(k) Cargo to be carried on terms liner in/free out, free in/liner out, free in/out shall be loaded and/or discharged (as applicable) by the Merchant free of any risk, liability, cost and expense whatsoever to the Carrier. The Merchant shall be liable to the Carrier for the negligence of the stevedores whom the Merchant shall appoint. Unless otherwise stated, demurrage shall be USD 30,000 per day pro rata and payable day by day.

(l) Notice of Readiness may be tendered on arrival, at any time day or night, all weekend days and whether in port or not, whether in berth or not, whether customs cleared or not, whether in free pratique or not. Notice of Readiness to be considered valid as when tendered, and time to count accordingly.

(m) Detention shall be considered liquidated damages only covering hire of the vessel, in-port bunker costs and regular port expenses. The Carrier is entitled to claim from the Merchant any other expenses whatsoever caused by delay of the vessel in and/or of the port.

(n) Should the vessel not be able to berth for any reason including congestion after 48 hours after arrival at or off the port, the Carrier has the option to sail the vessel and cancel this contract. If the terms are Free In or Merchants or Shippers' berth, the Merchant shall owe deadfreight. Should for any reason the vessel be unable to discharge the cargo within 5 days of arrival at or off the discharge port, the Carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such additional discharge shall be deemed fulfillment of the contract of carriage.

11. Freight, Deadfreight, Charges, Costs, Expenses, Duties, Taxes and Fines

(a) Freight, whether paid or not, shall be considered as fully earned and due upon loading and non-returnable in any event. Unless otherwise specified, freight and other charges under this Contract are payable by the Merchant to the Carrier on demand. Interest of 8 per cent above the official dealing rate of the Bank of England (the base rate) as announced shall start to run on the fifteenth (15) day after the freight, demurrage, detention and/or other charge whatsoever becomes due and owing.

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

The Merchant shall be liable for any dues, duties, taxes and charges that under any denomination may be levied or inter alia on the basis of freight, weight or measurement of cargo or tonnage or classification of the vessel including all Suez or Panama Canal charges.

(c) The Merchant shall be liable for all fines, penalties, costs, expenses, damages and/or losses that the Carrier, vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(d) Payments, including partial payments made pursuant to this Contract are with prejudice and shall not constitute an acceptance of the Voyage or essence of a partial payment under no circumstances waives the full amount due and owing.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim additional freight, losses and expenses. Additional freight shall be determined as agreed freight amount divided by agreed volume of cargo in weight measurement and times additional volume of the cargo in weight measurement. Notwithstanding aforementioned provision, if the Carrier could not discharge cargo belonging to other Merchants because of incorrect declaration, the Merchant shall indemnify the Carrier from all losses and expenses whatsoever caused by the incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

(f) Any additional insurance premium charged by vessel's underwriters for breaching trading limitations (INL) or war risk exclusions to be for Merchant's account. Any extra insurance procured (including war risks) or costs incurred to protect vessel, crew, and cargo against risk of piracy, rebels or terrorists shall be paid by Merchants upon request of Carrier.

(g) In the event that the Merchant fails for whatever reason to tender or load the cargo or part thereof, or if it is apparent that the Merchant will not load and/or is in repudiatory breach of the contract, the Carrier shall be entitled to damages and/or deadfreight in respect of the cargo not loaded and such damages/deadfreight shall be considered liquidated damages and quantified on the basis of the applicable freight rate, less demurrage and port costs and will as a consequence, the Carrier shall not be required to call the loadport in order to be entitled to damages and/or deadfreight under this paragraph. If the vessel has arrived at the loadport but the cargo is unavailable for whatever reason, the Carrier may, at the Carrier's election, leave after 48 hours and full deadfreight shall be due. Should the vessel arrive in the discharge port and freight, detention or other charges are due to the Carrier, the Carrier shall be at liberty to deviate to any other port whatsoever after 48 hours of arrival at or off the discharge port and to discharge cargo belonging to other Merchants, the expense of recovering such alternative discharge shall be deemed to be fulfillment of the contract of carriage.

(h) Where the Merchant has contracted to tender for shipment a minimum quantity of cargo to be carried in a number of shipments over a fixed period and fails to tender for shipment the minimum amount of cargo so specified by the end of the fixed period, the Carrier shall be entitled to deadfreight on the cargo not shipped ("the Shortfall") notwithstanding any other claims for delay/demurrage. Deadfreight shall be calculated on the Shortfall of cargo shipped. The Shortfall shall be the difference between the actual quantity of cargo shipped ("Actual Shipped Cargo") and the minimum quantity as set out in the agreement between the Merchant and the Carrier. The freight payable by way of deadfreight shall be the freight figure stated in the contract between the Carrier and the Merchant less stevedoring and port costs saved as a consequence. Where the freight figure varies depending upon the amount of cargo shipped on any one vessel, the Shortfall shall be deemed carried in one parcel and deadfreight shall apply to the one parcel, whether or not the parcel is carried in one parcel or not. The deduction of port costs and stevedoring costs saving shall be the port costs and stevedoring costs of the Shortfall based on the average of the port costs and stevedoring costs incurred by the Carrier in performing the carriage of the Actual Shipped cargo (or Carrier's estimate if no cargo shipped).

12. Lien

The Carrier shall have a lien on all cargo for any amount due (including freight, detention, demurrage, and other costs or expenses) under this Contract and other contracts between the Merchant and the Carrier and the costs of recovering the same (including attorney's fees) and shall be entitled to sell the cargo privately or by auction to satisfy any claims or liens at the specified discharge port or other port.

13. General Average and Salvage

(a) General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo when carried on or under deck, 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 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 salvage and special charges incurred in respect of the cargo. If a saving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the saving vessel or

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

14. Both-to-Blame Collision Clause (This clause to remain in force even if unenforceable in the courts of the United States of America)

The Both to Blame Collision and/or a risk of quantum or a liability and/or approved by BIMCO and obtainable from the Carrier or his agent upon request and as well available on www.bimco.org are hereby incorporated herein.

15. Government Directions, War, Epidemics, Ice, Strikes, Piracy, etc.

(a) The Master and the Carrier shall be at liberty to comply with any order or directions or recommendations in connection with the transport under this Contract of carriage given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any cargo on board to risk of seizure or damage or delay in consequence of war, warfare operations, blockade, riots, civil commotion or piracy, or any person on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port. The Master may in his sole discretion proceed to or from any port or place or to or from any port or place or to or to choose an alternative, non-direct route to protect the crew, vessel and cargo. Any time, including waiting time thereby lost, shall be for the account of the Merchant calculated at the detention rate. Any additional costs such as but not limited to additional bunkers used plus the additional cost of time lost sailing an alternative route (e.g., rounding Africa) shall be for Merchant's account. The additional cost of time lost shall be calculated at the detention rate.

(c) Should it appear that the vessel and/or the crew are exposed to a highly infectious or contagious disease and/or a risk of quarantine or other restrictions whatsoever relating to such a disease, epidemics, ice, labour troubles, labour obstructions, strikes, lockouts (whether on board or on shore), difficulties in loading or discharging either at the port/place of loading and/or at the port/place of discharge and/or any other port/place/Waterway en route, or that any such risk/exposure has increased, the Master and/or the Carrier shall be at liberty (1) not to call the port/place of loading and/or (2) if the vessel has arrived the port/place of loading not to load the cargo and/or (3) to discharge the cargo at the port/place of loading or any other safe and convenient port/place, in each case or any combination thereof.

(d) The Merchant shall nominate an alternative safe port/place within 48 running hours after receipt of Carrier's notice, failing the Carrier shall be entitled to deadfreight as liquidated damages calculated pursuant to clause 11(h) or 11(i).

(e) Should it appear that the performance of the transport would expose the Carrier, the vessel or any having a legitimate interest in the vessel to a risk of violating a sanction or sanctions imposed by and / or announced to be imposed by the US, EU, UK, UN or competent authority or government, or that any such risk / exposure has increased, the Master and/or the Carrier in their sole discretion shall be at liberty (1) not to load the cargo irrespective of whether the vessel has arrived at the port/place of loading or not and/or (2) to discharge the cargo at the port/place of loading or any other safe and convenient port/place. In case of number (1) the Carrier shall be entitled to deadfreight as liquidated damages calculated pursuant to clause 11(h) or 11(i). Carrier not to be responsible for damages, delays or cancellations related to the aforementioned sanctions including deficiency of crew.

(f) The discharge, under the provisions of this clause, of any cargo shall be deemed due fulfillment of the contract of carriage.

(g) If in connection with the exercise of any liberty under this clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo and any time lost by the vessel at any port/place shall be compensated by the Merchant pursuant to the detention rate (USD 30,000 or such other sum stated on the Bill of Lading) per day pro rata.

16. Canals and Waterways

Merchant acknowledges that the freight paid to or be paid under this Contract assumes that the vessel will travel through waterways, natural or artificial, including the Panama Canal and the Suez Canal, ("Waterways") where such transit is the shortest and/or most convenient route to the discharge port. Merchant acknowledges that there is a risk that any such transit may be blocked or delayed or that the vessel may encounter significant delay (more than 72 hours waiting time) at such Waterway or that the transit of such Waterway may be possible at significantly increased costs only. In such event or reasonably anticipated event, at the Carrier's absolute discretion, (1) the vessel may wait at or off the Waterway, and/or (2) the vessel may sail such alternative route as the Carrier deems suitable, and/or (3) the Carrier may choose to pay increased charges for priority transit if available and/or (4) the Master may discharge the cargo at a close or convenient port with all of the Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier detention at the detention rate (USD 30,000 or such other sum stated on the Bill of Lading) per day pro rata for any time waiting exceeding 72 hours. Where option 2 is exercised, the Merchant shall in addition, pay compensation for the consequent increase in time for sailing an alternative route in accordance with the agreed detention rate plus additional bunkers plus any additional costs. Where option 3 is exercised, Merchant shall also pay compensation for increased charges for priority transit. Where option 4 is exercised the Merchant shall also pay any additional charges or costs incurred in discharging the cargo.

17. Defences and Limits of Liability for the Carrier, Servants, Agents and Managers

(a) It is hereby expressly agreed that no servant, agent or manager of the Carrier shall have any liability whatsoever to the Merchant or any other party under this contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this fulfillment clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is or shall be entitled to avail itself of shall be available and shall extend to protect every such servant, agent or manager of the Carrier acting as aforesaid.

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

(d) 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 might be servants or agents from time to time and all such persons shall to this extent be or deemed to be parties to this contract of carriage.

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

(f) Any reference to a letter of credit or invoice number shall not be considered to be a declaration of value of the cargo. Unless the value of the cargo is declared by the Merchant in the appropriate box on the front of the Bill of Lading, the value of the cargo is unknown to the Carrier.

18. Stowage

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

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from any other party, without notice and without liability on the part of the Carrier.

(c) The Merchant is responsible for the accuracy of all information and declarations as to the size, position of the cargo in the cradle, weight and measurements of the cargo provided to the Carrier. Stowage plans are based on the accuracy of the information and declarations. A failure to provide accurate information or declarations may lead to cargo being short loaded or not loaded at all. If the Merchant is in breach of this obligation, the Carrier shall be entitled to deadfreight for the cargo not loaded at the same rate of freight as agreed.

19. Packaging

The Merchant is responsible for providing cargo that is properly packed and internally secured for ocean transportation, and that all centres of gravity are marked, proper skids are attached and, if required, all cradles used for securing the cargo are fit for the purpose and the cargo is properly secured within and to the cradles/skids, and all boats, yachts and floating objects are to be drained and free of residue and / or any contamination. The Merchant shall fit the cargo and/or cradles as appropriate with suitable and marked lifting lugs concentrated in one point or one point without notice and without liability on the part of the Merchant. The Merchant is responsible for the accuracy of all information and declarations as to the size, position of the cargo in the cradle, weight and measurements of the cargo provided to the Carrier. Stowage plans are based on the accuracy of the information and declarations. A failure to provide accurate information or declarations may lead to cargo being short loaded or not loaded at all. If the Merchant is in breach of this obligation, the Carrier shall be entitled to deadfreight for the cargo not loaded at the same rate of freight as agreed.

20. Shipper-Packed Containers, Trailers, Transportable Tanks, Flats, Pallets and Similar Articles

(a) The Carrier shall not be responsible for loss of or damage to contents of a container whatsoever when the container has not been filled, packed or stowed by the Carrier. The Merchant shall cover any loss, damage or expense incurred by the Carrier when caused by negligent lifting, packing or stowing of the container, or the contents being unsuitable for carriage in a container. The same applies with respect of trailers, tanks, flats, pallets and similar articles of transport used to consolidate goods.

(b) The Merchant shall be responsible to provide the Carrier prior to loading of the cargo mandatory container weight verification in accordance with SOLAS Verified Gross Mass (VGM) requirements. Should a container arrive alongside without VGM, the Carrier has a right to obtain VGM at responsibility and expense of the Merchant or reject loading the container without any liability to Carrier. In addition, the Merchant shall pay detention in the amount as per clause 10 (d) or (e) for any delay and any other costs whatsoever related to Merchant's failure to timely provide VGM.

SPECIAL CLAUSES

A. Detention

In addition to Clauses 10(d) and (e), detention shall also be paid by the Merchant, at the rate of USD 30,000 per day pro rata unless otherwise specified and is payable day by day, for any delay in waiting for loading or discharge at or off the port or berth, including time lost due to congestion, weather or other reasons, quantifying the restrictions, delays and waiting time to the berth due to the Merchant's request, restrictions to conduct cargo operations or navigations, impossibility to leave the berth after loading or discharge is completed or any other reason whatsoever and any consequences thereof. The Merchant shall also be liable for any extraordinary costs while the vessel is on detention.

B. U.S. Trade Period of Responsibility

(i) In case of transit of cargo evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act of the United States of America 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading, and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody. For US trades, the terms on file with the U.S. Federal Maritime Commission shall apply to such shipments.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted into the Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in any amount exceeding USD500 per package or customary freight unit. If despite the provisions of sub-clause 3(a), the Carrier is found to be liable for deck cargo, then all limitations and defences available under U.S. COGSA (or other applicable regime) shall apply.

(iii) For purposes of calculating the Carrier's liability under subsection (ii), the number of pieces or units listed in the box on the face of this Bill of Lading headed "Number and kind of packages" shall be deemed to be the number of packages. The Merchant shall conclusively establish the number of packages. If the cargo being carried is not a package, then unless expressly stated otherwise, freight is calculated on the number of such unpackaged vehicles or other physical pieces of unpackaged cargo, including articles or things of any description whatsoever except goods shipped in bulk, and each such piece of unpackaged cargo shall conclusively be deemed one customary freight unit.

(iv) Whenever the U.S. COGSA applies, whether by virtue of carriage of cargo to or from the U.S. or otherwise, any dispute arising out of or in connection with the Contract of carriage evidenced by this Bill of Lading shall be exclusively determined by the United States District Court for the Southern District of Texas, and in accordance with the laws of the United States. Merchant further agrees to submit to the jurisdiction of the Southern District of Texas and to waive any and all objections to venue.

C. Security Clause

The Merchant warrants that any country that requires security filing including but not limited to the United States, Canada, Brazil and the European Union member states, including any of their territories, regardless whether this country is a port of loading or discharge for Merchant's cargo, the following provisions shall apply with respect to any applicable regulations or measures: The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours prior to vessel's loading or if the decision to call the country requiring security was made by the Carrier after the vessel had sailed, no later than 48 hours after the Merchant received Carrier's request to provide such information.

(ii) Unless caused by the Carrier's negligence, any delay suffered or time lost in obtaining the entry and exit clearances from the relevant country's authorities shall count as time on detention.

(iii) Any fines, penalties, fees, costs, expenses, damages (including consequential damages and attorney's fees) and losses that the Carrier may incur, even if levied against the vessel, that arise out of security measures imposed at any port shall be for the Merchant's account if not due to Carrier's negligence.

D. Supply Chain Vetting

Merchant warrants that they have vetted their supply chain and no party or part of the supply chain or goods is sanctioned by the US, EU, UK, UN or competent authority or government with Merchant to be fully liable for damages due to breach of warranty. Carrier not to be responsible for damages, delays or cancellations related to the aforementioned sanctions including deficiency of crew.

E. Commission

Commission, where referenced, shall only be applicable to, and calculated on, freight earned and paid with respect to voyage(s) performed under this Bill of Lading.