

# TERMS AND CONDITIONS OF MULTIMODAL TRANSPORT BILL OF LADING

## 1. Definitions

- 1.1. "Carrier" means the person by whom or in whose name this B/L has been issued and assumes the liability for performing the contract for carriage of Goods as the Carrier.
- 1.2. "Merchant" means and includes the Shipper, the consignor, the Consignee, the holder of this B/L, the receiver and the owner of the Goods, any person entitled to the possession of the Goods or of this B/L and anyone acting on behalf of such persons.
- 1.3. "Shipper" means the person by whom or in whose name or on whose behalf concludes the contract for carriage of Goods with the Carrier.
- 1.4. "Consignee" means the person entitled to take delivery of the Goods from the Carrier against this B/L.
- 1.5. "Taken in charge" means that the Goods have been handed over to and accepted by the Carrier for carriage at the place of receipt evidenced in this B/L.
- 1.6. "Goods" means any property including live animals and Container that is not supplied by the Carrier.
- 1.7. "Container" includes any kind of container, open top box, trailer, transportable tank, flat rack, platform, pallet and any other equipment or device used for or in connection with the transportation of the Goods.
- 1.8. "Freight" includes all charges, surcharges and other ancillary charges ,payable to the Carrier in accordance with applicable tariffs of the Carrier and this B/L.

## 2. Scope of application

This International Multimodal Transport Bill of Lading applies to international carriage of Goods involving one mode or several modes of transport.

## 3. Tariff of the Carrier

Terms of applicable tariff of the Carrier are incorporated herein this B/L. A copy of the applicable tariff can be obtained from the Carrier upon request. When provisions between this B/L and the tariff are inconsistent, this B/L shall prevail.

## 4. Issuance of B/L

### 4.1. By issuance of this B/L, the Carrier:

- a) undertakes to perform and/or in his own name to procure performance of the entire transport, from the place designated in this B/L as place of receipt and the Goods are taken in charge by the Carrier to the place of delivery designated in this B/L;
- b) assumes liability as set out in the conditions of this B/L.

4.2. Subject to the terms and conditions of this B/L, the Carrier shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or of any other person, including any independent contractor, of whose services he makes use for the performance of the contract of carriage evidenced by this B/L, as if such acts and omissions were his own.

## 5. Negotiability and Document of Title

5.1. This B/L is negotiable unless it is marked "non-negotiable". It shall constitute a document of title to the Goods and its holder, by duly endorsement of this B/L, shall be entitled to receive or transfer the Goods herein mentioned.

5.2 The Carrier undertakes to perform or procure performance of all acts necessary to ensure delivery of the Goods in accordance with the following rules:

- (a) when this B/L has been issued as "to bearer", deliver the Goods therein mentioned to the person surrendering

one original copy of this B/L;

(b) when this B/L has been issued as "to order", deliver the Goods therein mentioned to the person surrendering one original copy of this B/L duly endorsed; and;

(c) when this B/L has been issued to a named person, deliver the Goods therein mentioned to the person named as Consignee in this B/L upon proof of his identity and surrender of one original copy of this B/L.

5.3. The description of the Goods in this B/L is prima facie evidence of the taking in charge by the Carrier of the Goods as described therein, unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed Container" or other similar expressions, has been made in the printed text or superimposed in this B/L. However, proof to the contrary by the Carrier is not admissible if the B/L has been transferred to a third party, including a Consignee, who in good faith has acted in reliance on the description of the Goods therein.

#### 6. Carrier's Liability and Limits of Liability

6.1. The responsibility of the Carrier for the Goods under this B/L covers the period during which the Carrier is in charge of the Goods, from the time when the Carrier has taken in charge the Goods to the time when the Goods are delivered.

6.2. Arrival time of Goods is not guaranteed by the Carrier. However, delay in delivery occurs when the Goods have not been delivered within the time expressly agreed upon.

6.3. The person entitled to make a claim for the loss of Goods may, in the absence of evidence to the contrary, treat the Goods as lost if the Goods have not been delivered within sixty consecutive days following the expiry of such time of delivery as determined in the preceding paragraph.

6.4. When the cause for loss of or damage to the Goods or delay in delivery occurred during one specific stage of the transport, provisions on Carrier's liability, limits of liability and limitation of action, etc. in international conventions or mandatory national laws applicable to that particular stage of transport shall apply to the Carrier.

6.5. Unless otherwise agreed by the Carrier and the Merchant, when the cause for loss of or damage to the Goods or delay in delivery cannot be localized to one specific stage of the transport:

(a) when the carriage of Goods under this B/L includes carriage by sea or by waterway within the territory of P.R. China, it shall be presumed that the cause of loss, damage or delay in delivery of the Goods occurred during sea transport or waterway transport within the territory of P.R. China, the Carrier's liability, limits of liability and limitation of action, etc. under this B/L shall be governed by the Maritime Law of P.R. China;

The compensation limit follows the provisions of Article 56 of the Maritime Law of P.R. China: The limited amount of compensation for destroyed or damaged cargo shall be calculated according to the quantity of goods or the amount in other freight units, and the per item amount or per other-freight unit amount shall be a calculation unit of 666.67; or shall be calculated according to the gross weight of the cargo whereby each unit of calculation shall be 2 kilograms; of the two calculation methods the one which results in the highest amount shall be used as standard. However, exception shall be made where the quantities and value of the cargo were declared and shown in the bill of lading by the consignor prior to loading or where an agreement for an amount of compensation was reached between the carrier and the consignor which is higher than the amount of limited compensation stipulated in this Article. Goods carried in containers, semi-trailers or similar shipping equipment shall have the quantity of goods or the amount in other freight units which are carried therein as shown in the bill of lading regarded as the quantity of goods or amount in other freight units, and each container shall be regarded as one item or one unit. If shipping equipment is not owned by or not supplied by

the carrier, each piece of shipping equipment shall be regarded as one item or one unit.

- (b) when Clause 6.5a) does not apply and the carriage of Goods under this B/L includes carriage by international railway transport, it shall be presumed that the cause of loss, damage or delay in delivery of the Goods occurred during the international railway transport, the Carrier's liability, limits of liability and limitation of action, etc. under this B/L shall be governed by the Agreement on International Railway Freight Communications (SMGS) of the Organization for Co-operation Between Railways (OSJD);
- (c) when neither Clause 6.5 a) nor Clause 6.5 b) applies, the Carrier shall only be responsible, under the limits set in the following, for such loss, damage or delay in delivery of the Goods caused by the fault or neglect of himself, his servants or agents or any other person referred to in Clause 4.2:
  - i) The liability of the Carrier for loss of or damage to the Goods shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the Goods lost or damaged. The liability of the Carrier for delay in delivery shall be limited to an amount not exceeding the equivalent of Freight paid for the Goods delayed.  
"SDR" means the Special Drawing Right as defined by the International Monetary Fund. The corresponding amount of Chinese Yuan shall be the amount calculated in accordance with the method of conversion stipulated by the State Administration of Foreign Exchange of P.R. China on the date of issuance of this B/L.
  - ii) The Carrier shall be discharged of all liabilities under these conditions unless claim is brought to the Carrier within one year after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when failure to deliver the Goods would give the claimant the right to treat the Goods as lost in accordance with Clause 6.3.
- 6.6. The amount of compensation for Goods shall be calculated on the basis of the sum of actual value of Goods at the time of shipment, the Freight paid and the transport insurance premium of the Goods paid.
- 6.7. The Merchant hereby confirms that the Carrier does not know the value of the Goods. Only with consent of the Carrier and when the Shipper has clearly declared the nature and value of the Goods in this B/L before shipment and has paid the corresponding Freight as required, shall the amount of declared value be the substituted limit of liability in this B/L, and the compensation for partial loss or damage of such Goods shall be calculated in proportion to the declared value.
- 6.8. Except as otherwise provided in this Article, the Carrier shall not be liable in any case for any direct or indirect loss or damage caused by the delay in delivery of the Goods and the consequences thereof. If the Carrier should nevertheless be held liable such loss or damage in accordance with applicable laws, the liability of the Carrier shall in no event exceed the Freight paid.
- 6.9. Except as otherwise provided in this Article, the Carrier shall not be liable in any case for direct or indirect or consequential loss or damage arising from any other cause whatsoever or loss of profits. If the Carrier should nevertheless be held liable for such loss or damage in accordance with applicable laws, the liability of the Carrier shall in no event exceed the Freight paid.
- 6.10. The aggregate amount of compensation recoverable from the Carrier under this B/L shall not exceed the limits of liability for total loss of the Goods.
- 6.11. The Carrier is not entitled to the benefit of limitation of liability provided in this B/L if it is proved that the loss or damage or delay in delivery of the Goods is resulted from a personal act or omission of the Carrier done with intent to cause damage, or recklessly and with knowledge that such loss, damage or delay would probably result.

The Carrier shall not be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly misstated by the Merchant in the bill of lading.

## 7. Liability of the Merchant

- 7.1. All the parties included in the definition of "Merchant" in Article 1 shall be jointly and severally liable for the performance of their obligations under this B/L.
- 7.2. The Merchant guarantees that information of the Goods provided by himself or anyone on his behalf and recorded in this B/L is consistent, true, accurate and complete with the actual nature, mark, quantity, weight, volume, quality and danger of the Goods delivered to the Carrier by himself or anyone on his behalf.
- 7.3. The Merchant confirms and guarantees that he has carefully checked the information of Goods recorded on the front of this B/L provided by himself or anyone on his behalf and that the Goods delivered to the Carrier for transport are lawful and not contraband.
- 7.4. The Merchant shall indemnify the Carrier, whether this B/L is transferred or not, against all losses, damages, liabilities and expenses caused to the Carrier due to inaccuracy or insufficiency of the information provided by himself or anyone on his behalf.
- 7.5. The Merchant confirms and guarantees that he has strictly complied with relevant regulations or requirements issued by the customs, port, railway and other competent authorities, undertakes to bear and pay all customs duties, taxes, fines, expenses or cargo losses caused by his failure to comply with such regulations or requirements, or by any illegal act or omission, error or inadequate identification, counting or numbering of the Goods, and shall compensate the Carrier the corresponding loss thereof.
- 7.6. The Carrier and any person authorized by the Carrier shall have the right but not the obligation to open any Container or package of the Goods at any time and inspect the Goods therein, so as to verify whether the information of the Goods is complete and accurate and whether the Merchant has actually complied with and fulfilled the provisions of Clause 7.5. The Carrier shall not be liable for any of the above actions and its consequences.
- 7.7. When the Containers supplied by or on behalf of the Carrier are unpacked by or for the Merchant, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received, to the place designated by the Carrier within the time prescribed. The Carrier is entitled to collect guarantee deposit from the Merchant to ensure that the Containers are returned in the condition required and within the aforesaid time. When the Merchant fails to return the Containers within the time and conditions specified in the preceding paragraph, the Merchant shall bear all kinds of detention, demurrage, loss or other expenses arising therefrom; the Carrier is entitled to deduct such detention, demurrage, loss and expense directly from the guarantee deposit specified above.
- 7.8. Containers released to custody of the Merchant or anyone acting on his behalf for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until the same are returned to the Carrier. The Merchant shall indemnify the Carrier for all losses, damages or delay of such Containers, claims by third parties and costs or fines resulting from the using of such Containers by the Merchant. The Merchant is deemed to be aware of the dimensions and capacity of the Containers released to them.

## 8. Containers packed by Merchant

- 8.1. When the Goods in a Container are filled packed or stowed by the Merchant, the Carrier shall not be liable for any loss to or damage of the Goods, even if the Carrier has opened the Container for inspection. The Merchant shall indemnify the Carrier accordingly, if any loss, damage, liability or expense incurred to the Carrier has been caused by:
  - (a) wrongful or negligent filling, packing or stowing the Container by the Merchant;
  - (b) Goods inside being unsuitable for carriage in a Container; or.

(c) the defect or unsuitability of the Container supplied by the Merchant, or if supplied by the Carrier when the defect or unsuitability of the Container would have been apparent upon reasonable inspection by the Merchant.

8.2. If a Container packed by the Merchant is supplied by the Carrier, the Merchant shall inspect the Container when it is picked up at the place designated by the Carrier, and the Container shall be deemed as sound and suitable for normal use if the Merchant does not raise any objection at the time of picking up the Container.

9. Undertaking to comply with applicable laws by the Merchant

9.1. The Merchant warrants that:

- (a) he has complied with all applicable laws, rules and regulations, including the export laws and regulations of any country to, from, or through which the Goods may be carried;
- (b) he has obtained all necessary permits or licenses for the export, re-export, import, handling and/or transport of the Goods within the scope permitted by laws and regulations, so it is not necessary for the Carrier to obtain any special permit or license for transport of the Goods;
- (c) neither the receipt, delivery or handling of the Goods nor any payment or other transaction relating to the Goods will expose the Carrier or any person referred to in Clause 4.2 or any of their employees, agents, banks, insurers or reinsurers to any risk of sanction, prohibition or penalty whatsoever imposed by any state, country, supranational or international governmental organization or any other authority;
- (d) neither the Merchant nor any person the Merchant trades with in connection with the Goods has been explicitly designated by a sanction authority to be subject to trade restrictions based on economic sanctions or export control laws, regulations, orders or directives, including but not limited to P.R. China sanction lists and list of unreliable entities, UN Consolidated List, U.S. SDN list, Entity list, EU Consolidated list of persona, groups and entities, etc. and is not under investigation, in administrative or judicial proceedings for violations of sanctions or export control laws.

9.2. The Merchant shall promptly provide the Carrier with all information required in writing to enable the Carrier to (i) arrange and perform the carriage service safely for the Merchant and (ii) comply fully with the laws, rules and conditions applicable to the carriage of the Goods.

9.3. The Merchant shall fully indemnify the Carrier and any other person referred in Clause 9.1 and hold them harmless from any penalty, fine or other punitive measure imposed by any sanction authority or any other loss (Including loss of use) or damage, arising in respect of the matters provided in and/or in connection with this B/L, due to the actions or omissions of the Merchant or any person with whom the Merchant deals in connection with the Goods.

10. Dangerous Goods and The Liability

10.1 For Goods that are or may be dangerous, toxic, hazardous, flammable or destructive, including radioactive materials, and that may cause damage to life or property or the environment, whether or not the Goods have been officially or non-officially, internationally or domestically included in any regulations, conventions, lists or forms, the Merchant shall, in accordance with the applicable laws, regulations or requirements, inform the Carrier in writing about the dangerous nature, characteristics, name, mark, label and classification of the Goods and the precautions to be taken before the Carrier takes over such goods, and obtain written consent from the Carrier. The Merchant shall make distinct marks on the Goods, Container or other outer covering of the Goods to indicate the nature and characteristics of such dangerous Goods. If the Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or may become dangerous, toxic, hazardous, flammable or destructive, the Carrier may unload, destroy,

dispose of, abandon or eliminate the harm of the Goods at any time or place without compensation to the Merchant and without prejudice to the Carrier's right of charging Freight for such Goods.

10.2 The Merchant warrants that the packing of the Goods received by the Carrier is sufficient to bear the risk of this transport and comply with all laws, regulations or requirements applicable to this transport.

10.3. The Merchant shall indemnify, hold harmless and defend the Carrier, his servants or agents or any other person referred to in Clause 4.2, against all losses, damages, liabilities and expenses arising from the carriage of such Goods and/or from the Merchant's breach of obligations and warranties in Clause 10.1 or Clause 10.2 and caused to the Carrier, the means of transport, any other cargo or property, whether or not the Merchant was aware of the nature of such Goods.

10.4 For any omission, concealment or misstatement of dangerous goods, the Merchant shall be liable for the following additional payment prior to the delivery of the Goods: difference in Freight and charges between the actual cargo description and the originally declared description ; an additional liquidated damage to the Carrier at the rate published by the Carrier; all losses, damages, liabilities and expenses arising therefrom.

10.5. If any Goods shall become an actual danger to life or property or the environment, they may in the like manner as provided in Clause 10.1 be unloaded or landed at any place or destroyed or rendered harmless by the Carrier. If such danger was not caused by the fault and neglect of the Carrier , the Carrier shall have no liability therefor and the Merchant shall indemnify the Carrier against all losses, damages, liabilities and expenses arising therefrom.

#### 11. Deck Cargo

11.1. The Carrier has the liberty to carry the Goods on or under the deck. If the Goods are carried on deck, the Carrier shall give notice to the Shipper accordingly, and such carriage shall be in accordance with the customary shipping practice or relevant laws and regulations.

11.2. When the Goods have been carried on deck in accordance with the preceding paragraph, the Carrier shall not be liable for the loss of or damage to the Goods caused by the special risks involved in such carriage.

#### 12. Special Cargo

12.1. With respect to the carriage of live animals, the Carrier is not liable for any accident, injury, illness, death, loss or damage arising at any time whether caused by the unseaworthiness of the vessel or negligence on the part of the Carrier and any other cause whatsoever.

12.2. If the temperature of the Goods needs to be controlled during transport, the Merchant shall notify the Carrier in writing of such nature of the Goods and the special temperature control measures to be taken in advance. If the B/L is prepared by or on behalf of the Merchant, the same should be indicated in the front column of the B/L. If the temperature controlled Container is packed by or on behalf of the Merchant, the Merchant shall further ensure that the Container has been properly adjusted and the Goods have been properly loaded into the Container, the Container temperature control device has been properly set up before the Goods are handed over to the Carrier and works in a sound condition during the transport. If such requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

12.3. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, dysfunction, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier exercise due diligence to maintain the temperature-controlled Container in an efficient state before or at the beginning of the carriage.

12.4. Any statement in this B/L to the effect that the timbers, steel or steel products, cotton or cotton products

carried are" in apparent good order and condition" does not indicate any admission by the Carrier as to the absence of stains, cracks, scratches holes or broken pieces in the Goods, insufficiency in or tom condition of the packaging and the Carrier shall not be liable for the loss or damage of the Goods caused thereby.

### 13.Application to Action in Tort

The terms and provisions of this B/L apply to any claim or action against the Carrier for the performance of the contract of carriage evidenced by this B/L, whether the claim or action is pursued in contract, in tort or otherwise.

### 14.Liability of Servants and other Persons of the Carrier

14.1.The Carrier is entitled to subcontract the whole or any part of the carriage under any terms and conditions.

14.2. Whenever a claim of compensation, whether pursued in contract or in tort, relating to the performance of the contract of carriage evidenced by this B/L is made against any servant, agent or other person of the carrier mentioned in Clause 4.2, the exemptions, defenses and limits of liability applicable to the Carrier in this B/L also apply to such servants, agents or other persons.

14.3.However, if it is proved that the loss, damage or delay in delivery of the Goods is resulted from a personal act or omission of such a person referred to in Clause 4.2, done with intent to cause damage, or recklessly and with knowledge that such loss, damage or delay would probably result, such person shall not be entitled to the benefit of the limits of liability specified in this B/L.

14.4.In any event, the aggregate of the amounts recoverable from the Carrier and his servants, agents and the other persons referred to in Clause 4.2 shall not exceed the limits of liability provided for in this B/L.

### 15.Method and Route of Transportation

The Carrier has the liberty to choose or change the means, route, procedure to be followed in the handling, stowage, storage and transport of the Goods.

However, the Carrier shall make reasonable efforts to inform the Merchant about the method and route of transport.

### 16.Modification of the Contract of Carriage

The Merchant acknowledges and agrees that after issuance of the original B/L(s), the Merchant may request the Carrier to stop the carriage of Goods, to deliver the Goods to a Consignee different from the one entered in the B/L or to deliver the Goods at a place other than the place of delivery entered in the B/L, only upon surrendering the full set of original B/L(s) issued to the Carrier and provided that such modification is reasonably practicable. Meanwhile, the Merchant shall compensate the Carrier all the increased Freight, expenses and charges arising therefrom and indemnify the Carrier all losses, damages and liabilities arising therefrom.

### 17.Deliver

17.1. The Goods shall be deemed to have been delivered when they have been handed over or placed at the disposal of the Consignee or his agent identified in accordance with this B/L, or when they have been handed over to any authority or other receiving party in accordance with the laws or regulations applicable at the place of delivery, or when they have been placed in any other place where the Carrier is entitled to require the Merchant to take delivery of the Goods.

17.2.If the Merchant fails to take delivery of the Goods within the reasonable time required by the Carrier, the Carrier is entitled to place the Goods at any place he deems fit and unpack the Goods in Containers and or store the Goods in the open or under cover at the sole risk and cost of the Merchant, and the Carrier's obligation for delivery of the Goods shall be deemed to be fulfilled. For perishable and deteriorating Goods,

the Carrier may sell, abandon or otherwise dispose of the Goods at his own discretion at the sole risk and cost of the Merchant, and the Carrier's obligation for delivery of the goods shall be deemed to be fulfilled.

17.3.If the Merchant refuses to take delivery of the Goods and/or mitigate any associated loss or damage in accordance with the terms and conditions of this B/L, he shall be deemed to have given up his right to make any claim whatsoever against the Carrier.

17.4.If the carriage is affected by any hindrance, risk, delay, difficulty or any unfavorable factor (including the condition of the Goods) at any time (whether or not the transport has commenced) or any other reason, the Carrier may give up the carriage of the Goods before notifying the Merchant, and may, as far as reasonably practicable, place all or part of the Goods at a place it considers safe and convenient, whereupon the Carrier's liability for the Goods is completely relieved.

17.5.In any event, the Carrier shall be entitled to full Freight under this B/L and the Merchant shall pay any additional cost or expense resulting from the above mentioned circumstances.

## 18. Freight and Charges

18.1. Freight and other relevant charges shall be deemed to have been earned by the Carrier at the same time when the Goods have been taken over in his charge, and not to be returned or deducted in any event. Freight payable at destination together with other charges is due on arrival of the Goods at the place of delivery and shall be paid before delivery of the Goods.

18.2.All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. When a Container is supplied by the Carrier, the Merchant shall pay all demurrage, detention and charges which are not caused by fault or neglect of the Carrier.

18.3.The Merchant shall reimburse the Carrier in proportion to the amount of Freight for any costs for deviation or delay or any other increase of costs. whatsoever caused by war, warlike operations, strikes, government directions, plague, epidemics or any other event uncontrollable by the Carrier ( such as shutdown of the Suez Canal).

18.4. The Merchant warrants the accuracy of all declarations regarding the contents, weight, measurements or value of the Goods, but the Carrier has the liberty to inspect and verify the same. If declaration of the Goods is found to be untrue after inspection and verification, the Merchant agrees to pay the Carrier liquidated damages as compensation for the Carrier's verification and other losses of Freight. The amount of liquidated damages shall be five times the difference between the Freight payable and the Freight paid or the difference between twice the Freight payable and the Freight paid, whichever is lower. The payment of the liquidated damages made by the Merchant shall not affect the payment of any other expenses under this B/L.

18.5.Despite the acceptance by the Carrier of instructions to collect Freight, charges or other expenses from any other person in respect of the transport under this B/L, the Merchant shall remain responsible for such payment in the absence of evidence regarding the payment for whatever reason.

## 19.Lien

The Carrier is entitled to have a lien on the Goods and/or detain any document relating thereto, in respect of all sums payable to the Carrier under the contract of carriage evidenced by this B/L and for general average contributions to whomever due. The Carrier is also entitled to have a lien on the Goods and/or retain any documents to the extent permitted by applicable laws, in respect of all sums payable by the Merchant to the Carrier under any other contract of carriage. The Carrier may exercise such lien or detention at any time in any manner which he considers reasonable.

## 20. General Average



When the Carrier is made any claim for general average with regards to the Goods, the Merchant shall indemnify the Carrier and provide corresponding security at the Carrier's request. General average shall be adjusted, stated and settled in accordance with Peking Adjustment Rules, at the port or place and in the currency chosen by the Carrier.

21.Both to Blame Collision Clause and New Jason Clause

The Both to Blame Collision Clause and the New Jason Clause published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request are hereby incorporated herein this B/L.

22.Notice

22.1.Unless notice of loss or damage of the Goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the Goods are delivered to the Merchant in accordance with Article 17, such handing over is prima facie evidence of the delivery by the Carrier of the Goods as described in this B/L.

22.2.When the loss or damage of the Goods is not apparent, such handing over shall have the same effect of prima facie evidence if the notice in writing is not given within 5 consecutive days after the day when the Goods were handed over to the Merchant in accordance with Article 17, or 10 consecutive days if the Goods were carried in Containers.

23.Partial Invalidity

If any article or any part of the article in this B/L is held to be invalid, the validity of the B/L and the remaining articles herein as well as the rest part of the above partially valid articles shall not be affected.

24. USA Clause Paramount

24.1.If carriage includes carriage to, from or through a port in the United States of America, this B/L shall be subject to the United States carriage of Goods by Sea Act of 1936 ("US 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 custody of the Carrier or his sub-contractor at the sea terminal in the United States or being transported by non-ocean carriers under a B/L covering both water and inland through transportation to or from the United States.

24.2.The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to the Goods, while the Goods are in the United States away from the sea terminal and are not in the actual custody of the Carrier. At these times, the Carrier acts as agent only to procure carriage by persons (one or more) under the usual terms and conditions of those persons. If for any reason the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay shall be governed by US COGSA.

24.3.If US COGSA applies the liability of the Carrier shall not exceed \$500 per package or customary freight unit (in accordance with Section 1304(5) thereof).

24.4.If carriage includes carriage to, from or through the United States of America, the Consignor or Consignee may refer any claim or dispute to the United States District Court for the Southern District of California in accordance with the laws of the United States of America.