

Agents (full style and address)		ONEGO LINER BOOKING NOTE		
				
		Place and date		
Carrier (full style and address) Onego Shipping & Chartering B.V. Spui 24 3161 ED Rhooon - Netherlands		Vessel		
		Time for shipment (about)		
		Port of loading **		
		Port of discharge		
Merchant *(full style and address)		Merchant's representatives at loading port (full style and address)		
CONTAINER NO./SEAL NO./MARKS AND NUMBERS (if available)	Number and kind of packages; description of cargo	Gross weight,kg (if available)	Measurement,m3 (if available)	
Freight details and charges		Special terms, if agreed		
Freight (state prepayable or payable at destination)		-		

It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereof which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight) by the terms of the Bill of Lading.

Signature (Carrier)	Signature (Merchant)
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* As defined hereinafter (Cl. 1)

** (or so near thereunto as the Vessel may safely get and lie always afloat)

ONEGO LINER Terms and Conditions
(Enlarged print available from the Carrier or its agent)

Conditions of Carriage

1. DEFINITIONS

- a) Whenever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee or any other holder of the Bill of Lading authorized as such by endorsement, as well as the Owner of the cargo.
- b) "Carrier" means Onego Shipping & Chartering B.V. of Spui 24, 3161 ED, Rhoo, The Netherlands (Chamber of Commerce 24370000) by whom or on whose behalf this Bill of Lading has been signed. If, notwithstanding the foregoing it is adjudged that any other is the Carrier of the goods shipped hereunder, all limitations of and exonerations from liability provided for by law and/or by this Bill of Lading shall be available to such other.

2. CLAUSE PARAMOUNT AND JURISDICTION

It is mutually agreed that The Hague Rules contained in the International Convention for the Unification of certain rules relating to the Bill of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

b) Trades where the Hague-Visby Rules apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 – the Hague-Visby Rules – apply compulsorily, the provisions of the respective legislation shall apply to the Bill of Lading.

c) The Carrier shall in no case be responsible for the loss of or damage to the cargo nor for delay in delivery thereof, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals. The Merchant is liable towards the Carrier for all damages and/or loss sustained by the Carrier and caused by Merchant's cargo.

d) The provisions of Clause 2. shall not apply without prejudice to the legal provisions stated in Clauses 3, 4 and 10 hereunder and if any clause, term or condition of this Bill of Lading shall be adjudged to the contrary or repugnant to any provision of law which compulsorily is binding upon the parties, it shall be considered null and void to that extent but no further and such circumstances shall not affect the validity and/or enforceability of any other clause, term or condition of this Bill of Lading.

e) The Contract evidenced by this Bill of Lading shall be governed and construed by Dutch Law, and the Court in Rotterdam shall have exclusive jurisdiction over any dispute arising under this Bill of Lading.

3. SCOPE OF VOYAGE

The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not. Also ports in or out of the advertised, geographical usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto or depart from the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not and may call at the same port more than once (including the loading port). May either with or without the goods on board and before or after proceeding towards the port of discharge, adjust compasses, dry dock, go to repair yards, shift/berths, undergo degaussing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilot, tow and be towed, and save or attempt to save life and property and all of the foregoing are included in the contract voyage.

4. FORWARDING, SUBSTITUTE OF VESSEL, THROUGH CARRIAGE AND TRANSHIPMENT

The carrier shall be at liberty to perform the carriage wholly or partly by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport in Carrier's option, proceed either directly or indirectly to such port and to carry the goods or part thereof beyond their port of destination and to transship, land and store the goods either on shore or afloat and reshipe and re-forward the same at Carrier's expense but at cargo's risk. When the ultimate destination to which the Carrier may have undertaken to deliver the goods other than the vessel's port of discharge, the Carrier acts as forwarding agent only. The responsibility of the carrier shall be limited to the part of the carriage performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the carriage even though the freight for the whole carriage has been collected by it. The cargo shall be forwarded as soon as practicable but the Carrier shall not be liable for any delay.

5. LOADING, DISCHARGE AND DELIVERY

Loading, discharge and delivery of the cargo shall, if required by the carrier, be arranged by his agent. Landing, storing and delivery shall be for Merchant's account. Loading and discharge may commence without previous notice. Merchant is bound to deliver the goods contracted for shipment at the latest upon the date of the ship or, at Carrier's option, as fast as ship can receive. Merchant is liable to pay the port/quay dues until the goods are loaded over the ship's rail. If goods contracted for shipment are not tendered when the vessel is ready to load, the Carrier is relieved of any obligation to load such cargo and vessel may leave port without further notice and dead-freight is to be paid as well as proved damages, if any, arising from non-shipment. The Merchant or his assign must be ready to take delivery of the goods and continue to receive the goods as tendered by day and night, Sundays and holidays, notwithstanding any custom of the port. Merchant and/or its representatives to put lighters, trucks or landing craft in sufficient number to receive the cargo as fast as vessel can deliver and without interruption, or otherwise pay, for demurrage at the rate stipulated in clause 26 per day of 24 (twenty four) consecutive hours payable day by day into ship agent's hands. At any time the Master or Agent shall be at liberty to land the goods and such discharge to be deemed a true fulfillment of the contract. The expenses incurred after discharge of the goods over ship's rail to be borne by Merchant including expenses for watching and supervising, sorting and delivering. Furthermore, all quay and port fees levied on the goods are for Merchant's account. If the goods are not received within a reasonable time, the Carrier may sell the same privately or by public auction. The Merchant shall accept his reasonable proportionate or undivided loss of cargo. When the cargo is discharged into lighters and/or vehicles or landed on wharf or into sheds and/or delivered to Customs or any other Body of Administration, because such is compulsory or customary at the port, it shall be an implied term of this contract that the lighter and/or vehicle owner, the Customs or such Body of Administration shall act as receiver on behalf of the rightful claimant of the cargo, the removal of the goods into the custody of the Customhouse, etc. constitutes the delivery of the goods to the Merchant. It may be equally understood that if landing charges have been or are paid to the Carrier, the aforementioned position shall in no way be altered, such payments being made exclusively made by the Carrier or its agent, including, landing and/or storing, as a mandatory of the rightful claimant of the cargo, but at the latter's full risk. Unless Merchant's tally clerks check the goods in cooperation with the ship's checkers, the ship's checking shall be accepted by Merchant as conclusive evidence. The Carrier is not obliged to give notice of arrival. If bad weather, congestion, shortage of lighters, barges and/or other landing craft impracticability of river bars or any other reason whatsoever prevent the discharge of the goods at port of destination stated in this Bill of Lading the Carrier will have the right to discharge the cargo at the nearest safe port, all discharging expenses and/or lighters, storage, storage of goods, will be for Merchant's account, this discharge to be considered as final delivery.

The Carrier or Master may accept a stevedore or any other person to unload and take delivery of the goods and such delivery from ship's tackle shall be considered a complete fulfillment of the contract of carriage and all responsibility of the Carrier then shall terminate. The Carrier shall not be required to separate or deliver in accordance with brand, marks, numbers, sizes or types of packages but only per Bill of Lading. Loss or damage to goods in bulk, stowed with or without separation from other bulk cargo of substantially or general like character, shipped by the Merchant or by others, may be divided and accounted for in proportion among the several shipments. Liquid cargo in bulk shall be pumped aboard by Merchant as fast as ship can receive at the Merchant's risk and expense and shall be received at the port of discharge at ship's connection as soon and as fast as Carrier is able to deliver, at Merchant's risk and expense. Without any further right to indemnification, the Merchant shall at all times accept subsequent deliveries of goods covered by this Bill of Lading and which may originally have been found missing. Clause 3 "Period of responsibility" is not affected by above-mentioned stipulations.

6. OPTIONS

The port of discharge for optional cargo must be declared to the vessel's Agent at the first optional ports not later than 48 hours before vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage then shall be considered as having been fulfilled.

Any option can be exercised for the total quantity under this Bill of Lading.

7. FREIGHT AND CHARGES

Freight, whether prepayable or payable at destination and whether paid or not, is due upon receipt of the goods by the Carrier and shall be payable even if goods are damaged or diminished by leakage or if ship and/or cargo is lost or not lost. Freight shall be payable on actual gross intaken weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper but the Carrier may at any time open the packages and examine, weigh or measure the goods and if the particulars furnished by the shipper. In case shipper's particulars are found to be incorrect, the Merchant shall be liable for any expense incurred for examining, weighing or measuring the goods, in addition to the correct freight. All charges shall be paid in full and without any offset, counter-claim or deduction in the currency quoted by the Carrier or at the option of the Carrier, its equivalent in other currency at the highest rate of exchange quoted between the time of receipt of goods by the Carrier and the payment of freight or in accordance with the custom of the port. In any event the Merchant shall remain responsible and shall indemnify the Carrier for freight, extra charges and any charges due in connection with the performance of the contract of carriage including but not limited to any increase in the cost to the Carrier of fuel/**burners**.

The Carrier is hereby authorized but shall not be obliged to arrange for mending recuperating, repacking or reconditioning of the goods or packages, to arrange for fumigation, gathering, sorting loose cargo and to do all things deemed advisable for the benefit of the goods, all agents of the Merchant. For any services rendered to the goods, the Carrier shall be entitled to reasonable compensation.

The surrender of a Bill of Lading must not be taken to mean that freight and all charges have been paid, the Merchant may be required by the Carrier to prove payment by bank documents.

8. LIEN

The Carrier shall have a general lien over the goods for any amount due from the Merchant whether under this contract or otherwise (the cost of recovering any such amount to be deemed part of any amount due as aforesaid) and shall be entitled to sell the goods privately or by auction to cover any claim. The Merchant is under all circumstances responsible for the payment of freight payable by him under this contract. This is also applicable for freights which are payable at the port of discharge or at final destination (if on-carriage).

If the freight has not been paid, the Carrier shall not be bound to discharge and/or deliver the cargo unless a deposit or other sufficient security for the freight has been given; if no such security is given, the Carrier has the liberty to store the cargo either at the port of discharge or at any other safe port/place in his absolute discretion, the port/place then to be considered as final port of discharge/final place of destination at the expense and risk of the Merchant and to sell same – without legal authority – in order to recover freight.

The Carrier may deduct from the proceeds of such sale the cost of and incidental thereto or to the exercising of any such as aforesaid. The conditions stated in the two preceding sentences of this article relative to freight are equally applicable to dead-freight, charges, general average deposits, loading, discharging, landing, lighterage, storage expenses, detention, primage, any claim of the Carrier for indemnity or damages or fines and any and all further amounts due to the Carrier in connection with the cargo as well as to previously unsatisfied amount due by the Merchant to the Carrier in connection with the cargo as well as to previously unsatisfied amount due by the Merchant to the Carrier. The lien hereby accorded may be exercised by the Carrier, his servants or agents notwithstanding that he or they may have parted with possession of the goods, and the Carrier, his servants or agents shall at all times stand authorized by the Merchant to give effect to the provisions of this clause. Nothing in this clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due from him and the amount realized by the exercise of the rights given to the Carrier under this clause.

9. GOODS SHIPPED IN CONTAINERS

Goods may be stowed by the Carrier or his agents or servants in containers and containers whether stowed as aforesaid or received in a stowed condition from the shippers may be carried on or under deck without notice to the shippers and if they are so carried the Hague Rules or the Hague Visby Rules, whichever are applicable to this Bill of Lading by Clause 2 above, shall apply notwithstanding carriage on or under deck and the goods and/or containers shall contribute in general average whether carried on or under deck.

10. REPLACEMENT OF GOODS

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

11. GENERAL AVERAGE AND SALVAGE

General Average to be adjusted according to York-Antwerp Rules 1974 at Antwerp or at any time and place at the Carrier's option. Average agreed on bond and such additional security in cash or otherwise as may be required by the Carrier as well as a declaration of the value of the goods, freight included, must be furnished before delivery of the goods. Such cash deposit as the Carrier or its agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, if required, be made by the Merchant to the Carrier before delivery. The adjustment will be made up in the currency determined by the Carrier.

12. NEW JASON CLAUSE

General Average to be payable according to York-Antwerp 1974 but where the adjustment is made in accordance with the law and practice of the U.S.A. the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery".

13. BOTH-TO-BLAIME COLLISION CLAUSE

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

14. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKE, ETC

- a) The Carrier, Master and vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or department thereof or by any person acting or purporting to act in the name of such government or of any department thereof or by any person acting or purporting to act with the authority of such right to give such orders or directions and the Carrier shall have the right to withhold delivery of, reshipe, deposit or discharge the goods surrender or dispose of the goods at any place whatsoever in accordance with any such direction, condition or agreement imposed upon the exacted from the Carrier.
- b) If the imminence or existence of war, a warlike situation, civil war, riots or commotions, blockade, actual or threatened labour troubles, labour constructions, strikes or lock outs, whether on board or ashore, pestilence, civil commotion, contagion, quarantine epidemics, ice, bad weather or any/ other circumstances whatsoever and wherever occurring (whether or not similar to the above and whether such circumstances existed or were anticipated before the commencement of or during the voyage or not) in the judgment of the Carrier or the Master are likely to give risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo or make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods or commence or proceed on or continue the voyage or to enter or discharge the goods or disembark passengers at the port of discharge or the usual or agreed or intended place of discharge in such port the Carrier or the Master may, during or after loading or before or after the commencement of the voyage decline to receive, keep or load or may discharge the goods or any part thereof and may require the Merchant or other persons entitled thereto to take delivery of the goods at the port of loading or at any port upon failure to do so may warehouse the goods at the risk and expenses of the Merchant or the Carrier of the Master may whether or not proceeding towards or entering or attempting to enter or to reach the port of discharge or place of discharge at such port, proceed or return, directly or indirectly to stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances and discharge of the goods or any part thereof in depot, lazaretto, craft or other place or the Carrier or the Master may return the goods to the port of origin or the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as hereinabove provided. The Carrier or the Master is not required to give notice of discharge of the goods as herein provided.
- c) If (in the sole opinion of the Carrier) a transit of the Suez Canal, Panama Canal, Welland Canal or any other waterway would be inadvisable/hazardous (because of war/hostilities/war-like situation or navigational hazards resulting there from) the Carrier shall have the right to discharge all cargo at any safe port in Carrier's option or to carry the cargo to its destination via any route to be decided at the sole discretion of the Carrier. Any war risk premium payable in respect of the vessel transiting such a waterway, which is declared a war zone, shall be payable by the Merchant.
- d) Any discharge, delivery or disposition of the goods as herein above provided shall constitute final delivery and the complete performance of this contract.
- e) In any of the above circumstances the goods shall be solely at the Merchant's risk. All expenses and/or charges incurred in connection therewith shall be payable by the Merchant and the Merchant shall further be obliged to pay to the Carrier such additional freight as the Carrier shall in his discretion charge for any change of route or destination.

15. CANCELLATION OF CONTRACT

Without prejudice to any statutory provision on which the Carrier may rely, the Carrier is entitled to cancel this contract should any of the events foreseen by clause 14 arise before the voyage has commenced.

16. SPECIAL CARGOES

- a) Goods whether of a perishable nature or not may be carried without special care and/or special facilities unless the Carrier has made and inserted in the Bill of Lading a written agreement undertaking to do so. In the absence of such written agreement the Merchant represents and warrants that the goods do not require any such care or facilities and the Carrier does not undertake and shall not be liable for failure to give the goods any unusual or special care, handling, storage or facilities, or to stow, carry, discharge or deliver the goods in, into or to any refrigerated, chilled, cooled, ventilated, insulated, heated, drained, dry, moist or specially equipped place, compartment or hold or other facility. The Carrier shall never be liable for refrigerating or cooling facilities are not provided prior to or during loading on or during or subsequent to discharge from the vessel. In case goods are carried under an agreement providing for the maintenance of stated temperatures said agreement as to temperatures shall not be deemed to come into effect until a reasonable time after the final closing of the compartment in which they are stowed.
- b) All expenses for loading, handling, transshipping, discharging and delivery of goods weighing more than 2,000 kilos and of packages with unusual dimensions to be borne by the Merchant. Such goods are loaded, handled and discharged at the risk of the Merchant even if the ship's tackle is used therefore, the expenses assessed by the Carrier to be borne by the Merchant.
- The weight of such piece or package shall be declared in writing by the Merchant before shipment and clearly and durably marked on the piece or package and if the correct weight has not been so declared and marked, the Merchant shall be liable for any consequent expenses, damage or loss to the Carrier or third parties.

- c) Deck cargo, live animals and plants shall be received, carried and discharged at the risk of the Merchant. The Carrier shall in no event be liable for loss or damage not even if caused by unseaworthiness or inefficiency of the ship at the time of loading subsequently or resulting from any negligent conduct of the crew, agents or servants of the Carrier.
- d) Any statement in this Bill of Lading that timber or lumber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of discoloration, moisture stains, shakes, splits, holes or broken pieces and the Carrier is not responsible for any damage of such nature.
- e) Description of the condition of cotton or cotton products such as cotton waste, cotton linters, cotton linter pulp does not relate to the insufficiency or torn condition of the covering nor to any damage resulting there from and the Carrier is not responsible for any damage of such nature.
- f) Any reference to the weight of bulk cargo in this Bill of Lading shall be deemed to be for the convenience of the Merchant only and shall not constitute evidence against the Carrier.
- g) No liability whatsoever will be accepted for gold, bullion, jewellery or other valuable goods unless a declaration of value has been made to the Carrier prior to shipment in writing and such declaration has been entered in this Bill of Lading and provided freight is calculated on the basis of such value.

17. MERCHANT'S SPECIAL RESPONSIBILITIES

The Merchant shall be responsible and shall indemnify the Carrier for all penalties, expenses, dues, tax, loss, damage, detention, demurrage or liability whatsoever nature incurred by ship or cargo on account of situations such as: incorrect or insufficient marks on the packages, incorrect or insufficient declaration of cargo particulars, lack of export or import licenses, health certificates or other documents required by customs or other authorities; prohibition of delivery, destruction, disinfection, fumigation of the goods; transfer of the goods; transfer of the goods into quarantine or special depots because of their special quality or decay or putrefaction, or because of the cargo being suspected or found to be infested by vermin.

18. SPECIAL DELIVERY

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

19. MARKING AND OTHER DETAILS OF THE GOODS

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

20. WEIGHT PRESENTED TO BE UNKNOWN

If, in addition to the number, particulars concerning the weight have been furnished, this Bill of Lading only constitutes a presumption as to number not as weight loaded, in such case the weight is always presumed to be unknown. Weight also unknown if cargo has been received not weighed, the Carrier having no means to check Merchant's weight declaration at loading port.

21. ANTWERP CLAUSE

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

22. LIABILITY OF THIRD PERSONS

It is hereby expressly agreed that the servants or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly indirectly from any act, neglect or default on his part while acting in the course of or in connection with this employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect the Carrier and his servants or agents from the liability to be incurred by the Carrier or his servants or agents in connection with this clause. The Carrier or its agents shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Bill of Lading.

23. WEIGHING

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

24. IRON, STEEL AND ANY OTHER METALLURGICAL PRODUCTS

- Vessel not responsible for incorrect delivery and all expenses at port of discharge consequent upon insufficient securing or marking will be payable by the Merchant unless
- a) Every piece is distinctly and permanently marked and port marked with oil paint.
- b) Every bundle is securely fastened, distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at port of discharge. It is expressly agreed that superficial rust, oxidation, any like condition or any other slight alteration due to moisture which might affect the appearance of the goods is to be considered inherent to the purpose of use of the cargo. Acknowledgement of the receipt of the goods in apparent good order and condition is not representation that such condition of rust, oxidation and the like did not exist on receipt by Carrier. Weight as well as number of bundles and/or pieces bundled into lifts presumed to be unknown, the Carrier having no reasonable means to check Merchant's weight and number declarations at loading port. Only the number of lifts has been checked by the Carrier.

25. DANGEROUS GOODS

The Carrier is at liberty to load goods of any kind including all types of dangerous and hazardous goods without any liability on his part towards any other Merchant. The Merchant to be liable for any damage or loss to the ship, the Carrier, the cargo, for injury to life or body resulting from goods that are insufficient packed or in any other way dangerous such as explosive, inflammable, caustic, poisonous, strong smelling, venomous. If such goods were shipped without an exact notification before shipment, in writing, of dangerous qualities, no matter whether the Merchant was aware of such qualities or not or whether he acted in his own name or in the name and/or on behalf of a third party. If the Master fears that danger is attending from such goods, he may jettison or destroy same at any time and without liability to the Carrier to indemnify.

26. DEMURRAGE

A daily demurrage rate of US dollar 1.00 per GRT of the vessel shall be paid for any delay whatsoever (including but not limited to time waiting for berth at each port, reduction in loading/discharge rhythm established by usage and/or custom in any port, etc.) Off Merchant shall be liable to the Carrier for a proportional part of the total demurrage due. The proportionate part of the total demurrage due from each Merchant shall be based upon the total freight tons be loaded/discharged at the port in question. No Merchant shall be liable in demurrage for any delay arising exclusively in connection with goods belonging to other Merchants.

27. DECKSHIPMENT

- cargo to be loaded under/on deck in owners option, deck cargo if any to be loaded at charterers expense/receivers risk/expense and bills of lading to be claused accordingly
- deck cargo destined for the united states carried on deck a shipper's risk as to perils inherent in such carriage but in all respects subject to the provisions of the United States Carriage of Goods by Sea Act 1936'
- deck-clause : in [clear numbers and markings] units are carried on deck at shipper's charterer's/receiver's acceptance, risk and responsibility without liability on the part of the vessel/ the carrier/ the owner for any expenses, delays, loss or damage whatsoever and howsoever caused, even if caused by the vessel's / carrier's / owner's negligence and/or unseaworthiness of the vessel, but in all other respects subject to the provisions of the united states carriage of goods by sea act 1936.
- the shipper / charterer / receiver indemnify the vessel / the carrier / the owner from liability for possible loss or damage whatsoever and howsoever caused to or in connection with the goods loaded and carried on deck.