


SHIPPER (NAME AND FULL ADDRESS)		BOOKING NO.	SERVICE	BL No.		
		EXPORT REFERENCES				
CONSIGNEE (NAME AND FULL ADDRESS)		 REEL SHIPPING LLC				
NOTIFY (NAME AND ADDRESS)		Unit No. 1201-39 The One Tower, Barsha Heights, Sheik Zayed Road, United Arab Emirates P.O Box 487091				
		POINT AND COUNTRY OF ORIGIN OF GOODS				
PRECARRIAGE BY (*)	PLACE OF RECEIPT BY PRECARRIER (*)	DESTINATION OFFICE				
PORT OF LOADING	VESSEL (vessel/voyage/leg)					
PORT OF DISCHARGE	PLACE OF FINAL DELIVERY BY ON CARRIERS (*)					
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE						
MARKS AND NUMBERS	No OF PKGS. /CNTRS.	DESCRIPTION OF PACKAGES AND GOODS	CARGO GROSS WEIGHT	MEASUREMENT		
<p>Shipment Details</p> <p style="font-size: 2em; opacity: 0.5;">SPECIMEN COPY</p>						
TOTAL No. OF CONTAINERS OF PACKAGES RECEIVED BY THE CARRIER: TOTAL UNITS:						
<p>The number of containers of packages shown in the 'TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER'S box which are said by the shipper to hold or consolidate the goods described in the PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE box, have been received by REEL SHIPPING LLC from the shipper in apparent good order and condition except as otherwise indicated hereon - weight, measure, marks, numbers, quality, quantity, description, contents and value unknown - for Carriage from the Place of Receipt or the Port of loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable) on the terms and conditions hereof INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, THE CARRIER'S APPLICABLE TARIFF AND THE TERMS AND CONDITIONS OF THE PRECARRIER AND ONCARRIER AS APPLICABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.</p> <p>IN WITNESS WHEREOF THREE (3) ORIGINAL BILLS OF LADING (unless otherwise stated above) HAVE BEEN SIGNED ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID.</p>		FREIGHT CHARGES	CURRENCY	PREPAID	COLLECT	PAYABLE AT
		FREIGHT AS ARRANGED				
Reel Shipping LLC By..... as Agents only for Carrier		Place Issued:			Date Issued:	

1. DEFINITIONS

"**Carriage**" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the goods. "Carrier" means Rel Shipping LLC

"**Container**" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"**Freight**" includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

"**Goods**" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Containers not applicable to or on behalf of the Carrier.

"**Hague Rules**" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"**Holder**" means any Person for the time being in possession of this Bill of Lading or to whom rights of suit in respect of the Goods under this bill of lading have been transferred or vested.

"**Merchant**" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person.

"**Multimodal Transport**" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

"**Ocean Transport**" arises if the Carriage is not Multimodal Transport.

"**Person**" includes an individual, corporation, or other legal entity.

"**Sub Contractor**" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and cargo handlers, and stevedores, warehousemen and other independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect sub contractors, servants and agents thereof whether in direct contractual privity or otherwise.

"**Terms and Conditions**" means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liabilities hereof.

"**US COGSA**" means the US Carriage of Goods by Sea Act 1936.

"**Unit**" means any unit or home craft used in the Carriage under this bill of lading which may be a feeder vessel or an ocean vessel.

"**VOGWA**" means the Carriage of Goods by Water Act 1936 of Canada.

"**Shipping Unit**" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

"**Stuffing**" includes filled, consolidated, packed, loaded or secured.

"**2. CARRIER'S TARIFF**

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this bill of lading and the applicable Tariff, the bill of lading shall prevail.

"**3. WARRANTY**

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

"**4. NEGOTIABILITY AND TITLE TO THE GOODS**

(1) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

"**5. SUB CONTRACTING**

5.1 The Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage.

5.2 The Carrier hereby expressly agreed that:

(a) No Subcontractor, agent or servant 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 or indirectly from any act, neglect or default on the Subcontractor, agent or servant's part while acting in the course of or in connection with the Goods or the Carriage of the Goods;

(b) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon the Carrier or chartered by or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Subcontractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant, and (ii) if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Art 1 rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to any person which the Carrier may lawfully rely upon in connection with the Carriage of the Goods herein contained (clause 26) shall also be available and shall extend to every such Subcontractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

5.3 The provisions of clause 4.2(c) including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

5.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which are not attempted to be excluded or limited by any contract, charterparty or otherwise in relation to the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

"**6. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT**

6.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to cause the performance of the Carriage from the Port of Loading to the Port of Discharge of the Goods for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of Loading and the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in accordance with Articles 1-8 of the Hague Rules save as a matter of contract.

6.2 The Carrier shall have no liability whatsoever for any loss of damage to the Goods, however caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier has tendered the cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by clause 5.1 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

6.3 Where US COGSA applies then the provisions of that said Act shall govern during Carriage to or from a container yard or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier.

6.4 If the Carrier is requested by the Merchant to procure Carriage by an inland Carrier and the inland carrier, in his discretion, agrees to do so, then the provisions of that said Act shall apply in relation to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

"**7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT**

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss of or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points, and the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

7.1 Where the stage of Carriage where loss or damage occurred is not known:

(a) The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

(i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;

(ii) compliance with instructions of any Person entitled to give them;

(iii) insufficient or defective condition of packing or marks;

(iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting in his behalf;

(v) inherent vice of the Goods;

(vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;

(vii) a nuclear incident;

(viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 6.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause(s) or event(s) specified in clause 6.1(i)(iii), (iv) or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

7.2 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 6.1 and subject to clause 16, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) if the loss or damage is known to have occurred during Carriage by sea for shipments not to or from the United States of America or warborne Carriage not in the U.S. by the Hague Rules Articles 1-8. The relevant articles of the Hague Rules shall apply as a matter of contract;

(b) if the loss or damage is known to have occurred during any inland carriage not in the U.S. in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in accordance with clauses 6.1 and Clause 7.2(a), whichever imposes lesser liability on the Carrier;

(c) if the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or warborne Carriage in the United States of America or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to an inland carrier;

(d) if the loss or damage is known to have occurred during any inland carriage in the U.S., in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or U.S. COGSA whichever imposes lesser liability on the Carrier.

"**8. COMPENSATION AND LIABILITY PROVISIONS**

8.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods as determined by the provisions of the relevant clause 6.1.

8.2 The value of the Goods shall be determined by reference to the value of the Goods as determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality.

8.3 Where the value of the Goods is determined by reference to the value of the Goods as determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality:

(a) The Carrier's liability shall in no event exceed 5 SDR per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies;

(b) for shipments to or from the U.S., the liability of the Carrier and/or Vessel shall not exceed USD 100 per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim is made;

8.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this bill of lading may be claimed only when, with the consent of the Carrier, (i) the minimum shipment from the U.S. where U.S. inland carriage is undertaken, the Merchant elects to avoid any liability limitation provided herein by prepaying extra freight and opting for full liability under the Carmack Amendment by complying with the terms in Carrier's Tariff; and (ii) in all other cases, the Shipper declares and the Carrier states the value of the Goods as determined by the Shipper and the Carrier in the box marked "Declared Value".

8.4 Where the value of the Goods is determined by reference to the value of the Goods as determined on the reverse of this bill of lading and extra freight paid, in that case, the amount of the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.5 Save as is provided in clause 7.3.

(a) The Carrier's liability shall in no event exceed 5 SDR per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies;

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(b) for shipments to or from the U.S., the liability of the Carrier and/or Vessel shall not exceed USD 100 per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim is made;

defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

"**9. GENERAL**

9.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract or credit of any market or any other market or use of the Goods. The Carrier shall under no circumstances whatsoever and however arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.2 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

9.3 The Carrier shall not be responsible for any delay, damage, loss or expense incurred by the Merchant or his servants, agents, employees, subcontractors, servants or agents who do not themselves or their employees, subcontractors, servants or agents interfere with the performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or at any other Port or Place selected by the Carrier in the exercise of the liberties hereof, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses caused to the Carrier, his Sub Contractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

9.4 These Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

"**10. NOTICE OF LOSS, TIME BAR**

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) and the bill of lading is not surrendered to the Carrier, the Carrier shall not be liable to the Merchant within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

"**11. APPLICATION OF TERMS AND CONDITIONS**

These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and however occurring (and without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this bill of lading) and whether the act be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

"**12. SHIPPER-PACKED CONTAINERS**

If the Container has not been packed by the Carrier:

12.1 This bill of lading shall be a receipt only for such a Container;

12.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of the above, (a) the manner in which the Container has been packed; or

(b) the unsuitability of the Goods for carriage in Containers; or

(c) the unsuitability or defective condition of the Container; or

(d) the insecure setting, lashing, securing, restraining, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or other defect(s) could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

12.3 The Merchant is responsible for the packing and sealing of all shipped packed Containers and, if a shipping unit or container is damaged, or if the original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

12.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

"**13. PERISHABLE CARGO**

13.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this bill of lading a specific reference to a refrigerated, cooled, heated, electrical ventilated or otherwise specifically equipped Container or to a receiver special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of their nature and the required temperature or other setting of the refrigeration, ventilation or other special controls. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods however arising.

13.2 The Merchant should note that refrigerated Containers are not designed:

(a) to store down cargo which has not been presented for stuffing at or below the designated carrying temperature of the Container; or

(b) to store cargo which is not suitable for the consequences of cargo being presented at a higher temperature than that required for the Carriage; or

(c) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container;

13.3 The term "apparent good order and condition" when used in this bill of lading with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the goods, when received by the Carrier, were in good order and condition as regards temperature, humidity level or other condition designated by the Merchant.

13.4 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, installation or apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the voyage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

"**14. INSPECTION OF GOODS**

The Carrier shall be entitled, but without obligation, to open and/or scan any package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any other action, the Carrier may, at its discretion, refuse to accept the Goods and/or to issue a bill of lading (but as its agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in its discretion may determine to be appropriate, and the Merchant shall be deemed to have authorised and agreed to be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay, or damage whatsoever arising from any action or lack of action under this clause.

"**15. DESCRIPTION OF GOODS**

15.1 This bill of lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition of the Goods as described in this bill of lading and of the total number of Containers or units indicated in the box entitled "Carrier's Receipt" on the reverse side hereof.

15.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

15.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Shipper on receipt of this bill of lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct and that the Goods are not dangerous, inflammable, explosive, poisonous, corrosive, flammable, or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

15.4 If any particulars of any letter of credit and/or import licence and/or sales contract and/or invoice or order number and/or details of any contract to which the Carriage relates are shown on the face of this bill of lading, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this bill of lading.

"**16. MERCHANT'S RESPONSIBILITY**

16.1 All of the Persons coming within the definition of Merchant in clause 1, including any principal of such Person, shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this bill of lading.

16.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the warranties in clause 14.3 or elsewhere in this bill of lading and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

16.3 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional Carriage undertaken) incurred or suffered by or on behalf of the Merchant or his servants, agents, subcontractors, servants or agents in connection with the Carriage of the Goods, and shall indemnify the Carrier in respect thereof.

16.4 If 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 point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or in the time prescribed in this clause, the Merchant shall be liable for the cost of the Containers and the cost of the return of such Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers, and all liability claims from third parties in respect of such Containers, and shall be liable for the cost of the Containers and the cost of the return of such Containers released into the care of the Merchant.

16.5 If delivery of Goods or any part thereof is not taken by the merchant at the time and place when and where the Carrier is entitled to call upon the merchant to take delivery thereof the carrier shall be entitled to store the goods or that part thereof if ashore, afloat, in the open or under cover at the sole risk and expense of the merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the goods of that part thereof shall cease.

"**17. FREIGHT EXPENSES AND FEES**

17.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Goods or Containers(s) and, if the Shipper's particulars are incorrect the Carrier shall be entitled to rectify the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

17.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

17.3 Sums payable to the Carrier due on demand and shall be paid in full in United States currency, or, at the Carrier's option, in its equivalent in the Currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery as specified in the Carrier's Tariff.

17.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid and that the Carrier reserves the right to determine the currency to be paid in respect of the Freight relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight (incl. charges etc.) items in the bill of lading and any Carrier invoices, the latter shall prevail.

17.5 All Freight shall be paid without any set off, counter claim, deduction or stay of execution at latest before the Goods are delivered.

17.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or agent of the Carrier shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

17.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such shipper or consignee or other Person when due, the Merchant shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 16.3.

17.8 If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (credit terms) are available from the Carrier or his authorised agents. The applicable credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

"**18. LIEN**

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whatsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due by or on behalf of the Merchant to the Carrier or to other persons or entities named in this bill of lading. The Carrier may exercise his lien at any time and any place in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's Lien shall survive delivery of the Goods.

"**19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK**

19.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

19.2 Goods whether packed in Containers or not, may be carried on deck or under deck without notice