

Edition 1

valid from 1/2000

I GENERAL PROVISIONS

1. Definitions

"Carrier" means any of Norfolk Holdings B.V., Norfolkline B.V., Norfolkline Containers B.V., Norfolk Scheepvaartmaatschappij B.V., Laros Shipping & Forwarding B.V., Laros Transport B.V., Norfolkline Ltd, Dockspeed Ltd, Dockspeed Holdings, Norfolkline GmbH, Norfolkline A/S, Norfolkline A/B, Norfolkline SPA, Norfolkline Terminal Spa, Norfolk Line N.V..

"Merchant" includes the shipper; holder, consignee or receiver of the Goods; any Person owning or entitled to the possession of the Goods or the Bill of Lading; any Person having a present or future interest in the Goods and anyone acting on behalf of any such Person.

"Person" includes an individual, group, company or other entity.

"Sub-Contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed directly or indirectly by or on behalf of the Carrier in performance of the Carriage.

"Goods" means the whole or any part of the cargo received from or through the shipper and includes but is not limited to any equipment or Unit not supplied by or on behalf of the Carrier.

"Unit" includes any single-unit vehicle, articulated-unit vehicle, container, trailer, semi-trailer, huckepacktrailer, swap body, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any equipment thereof or connected thereto.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods and/or Persons.

"Carriage of Goods by Road" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by road.

"Carriage of Goods by Rail" means any carriage of Goods undertaken by the Carrier whereby these Goods are solely carried by rail.

"Combined Transport" means any Carriage of Goods undertaken by the Carrier whereby the Goods are carried by a combination of road, rail or sea (including possible intermediate and/or connected storage of the Goods).

"Port to Port Shipment" means Carriage from a port of loading, embarkation or departure to a clearly stated port of delivery or arrival.

"Freight" includes all charges payable to the Carrier in connection with any Carriage undertaken by him.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25th August 1924 and includes the amendments to the Protocol signed at Brussels on 23rd February 1968 but only if such amendments are compulsorily applicable. (It is expressly provided that nothing in these GENERAL TERMS AND CONDITIONS shall implement Article X (c) of said Rules as amended by said Protocol).

"CIM" means the provisions of the Convention concerning the International Carriage of Goods by Rail, dated 25th February 1961.

"CMR" means the provisions of the Convention concerning the International Carriage of Goods by Road, dated 19th May 1956 as amended by the Protocol amending that Convention, signed in Geneva in 1978.

"AVC" means the provisions of the latest version of the General Carriage Conditions (in Dutch: "Algemene Vervoerscondities").

2. Jurisdiction and applicable law

(1) All contracts of Carriage and relationships between the Carrier and the Merchant or Person are governed by and subject to Dutch law, unless these GENERAL TERMS AND CONDITIONS provide otherwise.

(2) All actions under any contract of Carriage concluded between the Carrier and the Merchant or any action in relation hereto, irrespective whether the action is brought under the contract or in tort, shall be referred for arbitration in Rotterdam in accordance with the TAMARA Arbitration Rules. A sole arbitrator shall decide such action unless the Carrier opts for three arbitrators. Either party may institute appeal proceedings which then will also be conducted in accordance with the TAMARA Arbitration Rules, be it that the arbitrator to be appointed - or arbitrators in case the Carrier opts for three arbitrators - shall not have dealt with the arbitration proceedings in the first instance. No other court shall have jurisdiction over any such action, unless (a) the Carrier, at his sole discretion, decides to bring action in another jurisdiction or (b) the Merchant brings action in another jurisdiction and the Carrier voluntarily submits himself thereto. This also applies in case of connexity, plurality, litispendentia and third party proceedings. The arbitrator(s) shall apply the provisions of the CMR in case of international Carriage of Goods by Road.

3. Scope of application, validity and applicability

(1) Subject to Clause 2.1 above, the provisions of these GENERAL TERMS AND CONDITIONS shall at all times govern all responsibilities of the Carrier in connection with or arising out of the

supply of a Unit to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.

(2) The rights, defences, limitations and liberties of whatsoever nature provided for in these GENERAL TERMS AND CONDITIONS and as available by law shall apply in any actions against the Carrier for loss, damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

(3) In the event that the Merchant uses his own General Terms and Conditions the present GENERAL TERMS AND CONDITIONS of the Carrier shall prevail in any case of contravention or inconsistency.

(4) On all contracts and in any relationships between the Carrier and the Merchant the following conditions shall be applicable in addition to these GENERAL TERMS AND CONDITIONS:

- CMR in the event of international Carriage of Goods by Road as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by road;
- CIM in case of Carriage of Goods by Rail as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by rail;
- AVC in the event of Carriage of Goods by Road exclusively within the Netherlands;
- Hague Rules in case of Port to Port Shipment as well as in case of Combined Transport for that stage of the Carriage during which the Goods are transported by sea;
- the most recent version of the Conditions of Business of the Cold Storage & Distribution Federation in the event of the Carrier (also) performing cold storage and distribution activities in the United Kingdom;
- the most recent version of the Dutch Forwarding Conditions (in Dutch: "FENEX Conditie") in the event of the Carrier (also) performing forwarding activities;
- the most recent version of the Conditions of Contract of the UK Warehousing Association in the event of the Carrier (also) performing warehousing activities in the United Kingdom;
- the Conditions of the North Sea Operators Claims Conference in the event of Port to Port Shipment;
- the Carriage of Passengers and their Luggage by sea as scheduled to the Merchant Shipping Act 1979 (Athens Convention) in the event of Carriage of Persons by sea;
- Convention of the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw on 12 October 1929, as amended by The Hague Protocol, dated 28 September 1955 in the event of Carriage by air;
- the most recent version of the General Conditions of the Association of Rotterdam Stevedores in the event of the Carrier (also) performing stevedoring activities in the Netherlands;
- the most recent version of the Warehousing Conditions Amsterdam/Rotterdam in the event of the Carrier (also) performing warehousing activities in the Netherlands;
- the Conditions of Carriage 1991 of the Road Haulage Association in the event of Carriage of Goods by Road in the United Kingdom;
- the conditions of the "Loi Orientation des Transports Intérieurs" (LOTI) in the event of Carriage of Goods by Road exclusively within France;
- the conditions of the "Règlement Professionnel Type des Entrepôts Frigorifiques Publics et des Magasins Généraux Frigorifiques du 6 août 1945" in the event of the Carrier (also) performing cold storage activities in France.

(5) In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any of the conditions meant in Clause 3.4, these GENERAL TERMS AND CONDITIONS shall prevail unless the conditions meant in Clause 3.4 by law are made mandatory.

(6) In the event that anything contained in these GENERAL TERMS AND CONDITIONS contravenes or is inconsistent with any applicable international convention or national or foreign law which by law are made mandatory, these GENERAL TERMS AND CONDITIONS shall, to the extent of such contravention or inconsistency but no further, be void.

(7) Any rights of the Carrier under these GENERAL TERMS AND CONDITIONS are in addition to and shall not in any way limit or reduce any right of the Carrier under any applicable law.

II PERFORMANCE OF THE CONTRACT

4. Sub-contracting

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes and warrants that no claims or allegations shall be made against any servant, agent, or Sub-Contractor of the Carrier which impose or attempt to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to fully indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, and Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitation of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them, and, in entering into this contract the Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servants, agents, and Sub-Contractors.

5. Methods and route of Carriage

(1) The Carrier may at any time without notice to the Merchant or Person:

(a) Use any means of Carriage whatsoever.

(b) If necessary unpack and remove the Goods which have been packed into a Unit and forward them in another Unit or otherwise.

(c) Proceed by any route at his discretion (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to or stay at any place or port whatsoever, once or more often and in any order.

(d) Load or unload the Goods and/or Persons at any place or port (whether or not such port is named overleaf the document evidencing the contract of Carriage as the port of loading or port of discharge) and store the Goods at any such place or port.

(e) Comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

(f) Permit any vessel to proceed with or without pilots, to tow or be towed, to be dry-docked, to undergo repairs and to adjust equipment.

(2) The discretionary powers set out in Clause 5.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of Goods or Persons. Anything done in accordance with Clause 5.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation and shall not give rise to any liability of the Carrier.

6. Matters affecting performance

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods or Persons were received for Carriage), the Carrier (whether or not the Carriage is commenced) may either:

(a) Without notice to the Merchant or Person, abandon the Carriage or the Goods and/or Persons and place the Goods at the disposal of the Merchant at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods and/or Persons received for Carriage, and the Merchant shall pay any additional costs of the Carriage to and delivery and storage at such place or port, or

(b) upon notice to the Merchant or Person suspend the Carriage of the Goods and/or Persons and store the Goods ashore or afloat in accordance with the terms of this document. The Carrier will endeavour to forward the Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery, whichever is applicable, named in the document evidencing the contract of Carriage. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including but not limited to, charges for storage, handling and any other services to the Goods and/or Persons and for Freight from the place of suspension to the port of discharge or place of delivery, whichever is applicable, crediting the account of the Merchant only to the extent of costs not incurred by the Carrier resulting from such suspension, but without crediting the account of the Merchant for Freight already paid in respect of the Carriage.

(2) If the Carrier elects to suspend the Carriage under Clause 6.1 (b) this shall not prejudice his right to subsequently abandon the Carriage under Clause 6.1 (a).

7. Delivery and notification

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) If the Merchant fails to take delivery of the Goods at the agreed time and place the Carrier shall be entitled, without notice, to unpack the Goods if packed in Units and/or to store the Goods ashore, afloat, in the open or under cover, all at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) If the Merchant fails to take delivery of the Goods within reasonable time of first presentation of the Goods for delivery by the Carrier to the Merchant, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without his incurring any responsibility whatsoever, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of any sums due by the Merchant to the Carrier.

(4) Refusal by the Merchant to take delivery of the Goods, notwithstanding having been notified of the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

III CARRIER'S RESPONSIBILITY

8. Port to Port Shipment

(1) In the event of Port to Port Shipment, the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transhipped shall be determined in accordance with the Hague Rules, save as follows:

(a) Each vehicle (whether consisting of a single unit, articulated unit or a trailer or semi-trailer) together with any containers(s), flat(s), pallet(s), packages(s) or other equipment and together with their respective contents (if any) shall be deemed to be one package or unit for the purposes of Art. IV, para 5 (a) of the Hague Rules.

(b) The Carrier shall be entitled to limit its liability to 666,67 SDRs per package or unit, and Art. IV, para 5 (a) of the Hague Rules shall be read as though the words "2 SDRs per kg of gross weight of the Goods lost or damaged, whichever is the higher," were deleted. An SDR means Special Drawing Right as defined by the International Monetary Fund.

(c) Art. IV, para 5 (c) of the Hague Rules shall be deleted.

(2) Notwithstanding the above, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the Carrier shall have the benefit of every right, defence limitation and liberty in the Hague Rules as applied in this Clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea), the Carrier shall be under no liability whatsoever for loss of or damage to the Goods or Persons, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel.

(3) The Carrier shall be deemed to have delivered the Goods or Persons complete and in sound (undamaged) condition unless notice of loss or damage, indicating the general nature of such loss or damage, has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

(4) In the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 the Carrier shall not be responsible for checking Unit seals or seal numbers and shall not be required by the Merchant to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Carrier then no representation whatsoever is made by the Carrier as to the accuracy of the number noted nor to the condition of the seal.

(5) Whenever the Carrier in the event of Port to Port Shipment as defined in Clause 1 and elaborated on in this Clause 8 provides a refrigerating or heating machine or any other temperature controlling device attached to a Unit with fuel, in order to allow it to keep operating during the Carriage, and/or checks the temperature data as they appear from the setting and thermostat of the said refrigerating or heating machine, then this shall be done at the sole responsibility of the Merchant. The Carrier shall thus not be liable for any damage resulting from the fact that the Carrier does not provide such fuel or provides not enough fuel and/or does not check such temperature data or checks them incorrectly and/or does not provide the Merchant with the results of such check.

9. Combined Transport

In the event of Combined Transport, the Carrier undertakes to perform and/or to procure in his own name 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, and, save as is otherwise provided for in these GENERAL TERMS AND CONDITIONS, the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below:

(1) If the stage of the Carriage during which loss or damage occurred is not known:

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

(i) an act or omission of the Merchant or Person;

(ii) insufficiency of or defective condition of packing or marking;

(iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;

(iv) inherent vice of the Goods;

(v) mstrike, lockout, stoppage or restraint of labour;

(vi) ma nuclear incident;

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

(viii) compliance with instructions of any Persons entitled to give them.

(b) The burden of proof that the loss or damage was due to one or more of the causes or events specified in Clause 9.1 (a) shall rest upon the Carrier, save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 9.1 (a) (ii), (iii) or (iv) it shall be presumed that it was so caused. The Merchant or Person 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.

(2) mlf the stage of the Carriage during which to loss or damage occurred is known:

Notwithstanding anything provided for in Clause 9.1, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law which provisions:

(i) cannot be departed from by private contract to the detriment of the Merchant or Person and

(ii) would have applied if the Merchant or Person had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, except that under no circumstances the liability of the Carrier shall extend to live animals and/or Goods that are stated to be carried on deck and are so carried, or

(b) if international convention or national law would not apply by virtue of Clause 9.2 (a) by the Hague Rules if the loss or damage is known to have occurred during waterborne Carriage, or

(c) by the provisions of Clause 9.1 if the provisions of Clause 9.2 (a) and (b) do not apply.

(3) The Carrier shall be deemed to have delivered the Goods or Persons unless notice of loss or damage indicating the general nature of such loss or damage has been given in writing to the Carrier before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof or the disembarkation of the Persons, if the loss or damage is not apparent, within three working days thereafter.

(4) The Carrier shall be discharged of all liability unless suit is brought and notice thereof is given to the Carrier within twelve months of delivery of the Goods or Persons or the date when the Goods or Persons should have been delivered.

(5) It is expressly agreed that every Carriage undertaken by Norfolkline Containers B.V. from a place of departure on the European Continent to a port in Ireland or onwards or from an inland place of departure in Ireland to a Dutch port or onwards shall be considered Combined Transport as defined in Clause 1 and as elaborated on in this Clause 9. The part of this Carriage, during which the Goods are carried by sea and/or inland waterways, is subject to the provisions of the Hague Rules notwithstanding that the Goods may be carried on deck and/or that no Bill of Lading or similar document will be issued by the Carrier. In respect of every Carriage undertaken by Norfolkline Containers B.V. it is furthermore expressly agreed that the Carrier will not issue any CT document as mentioned in Article 8:44 of the Dutch Civil Code.

10. Carriage of Goods by Road

In the event of international Carriage of Goods by Road the liability of the Carrier (if any) for loss of or damage to the Goods shall be determined in accordance with the CMR provisions. In the event of Carriage of Goods by Road exclusively within the Netherlands the liability of the Carrier shall be determined in accordance with the AVC.

11. Carriage of Goods by Rail

In the event of Carriage of Goods by Rail the liability of the Carrier (if any) for loss of or damage to the Goods shall be determined in accordance with the CIM provisions.

12. Amount of compensation

(1) Compensation shall be calculated by reference to the value of the Goods at the place and time they have been delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the liability of the Carrier for loss or damage to the Goods the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

(2) In the event of Combined Transport, where the stage of Carriage where loss or damage occurred is not known, or is known, but no international convention or national law is applicable by virtue of Clause 9, compensation shall not exceed 666,67 SDRs per package or unit.

(3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided above may not be claimed unless, with the prior written consent of the Carrier, the value of the Goods declared by the shipper prior to the commencement of the Carriage is stated on the document evidencing the contract of Carriage and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

13. Miscellaneous

(1) The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay or wrong delivery. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct and indirect or consequential loss or damage.

(2) If by order of the authorities at any place, a Unit has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or recapping. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repackaging from the Merchant.

(3) The Merchant shall safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in excess of the liability of the Carrier as per these GENERAL TERMS AND CONDITIONS in respect of any loss, damage or delay whatsoever, howsoever arising.

(4) Whenever the Merchant requests the assistance of any of the drivers of the Carrier or the Sub-Contractor and this assistance in all reasonableness does not fall within the scope of the contractual obligations of the Carrier or the Sub-Contractor, then this assistance shall be given at the sole responsibility of the Merchant. The Carrier and/or the Sub-Contractor shall thus not be liable for any damage resulting from such assistance.

(5) The Merchant:

(a) shall be liable for any damage which may be suffered by the Carrier, his Sub-Contractors, his employees, his servants, his agents and/or any other third party caused by the Goods (including hazardous substances and waste) during their loading, handling, custody, stowage, care, Carriage and/or unloading;

(b) shall, without prejudice to the generality of Clause 13.3, safeguard and keep the Carrier indemnified against all claims and demands whatsoever by whomsoever made in respect of any damage caused by the Goods during their loading, handling, custody, stowage, care, Carriage and/or unloading.

For the purpose of this Clause 13.5 "damage" includes loss of life, personal injury, loss of and/or damage to Goods and/or other property, real or personal, loss of and/or damage to the environment, the costs of preventive measures and/or further loss and/or damage caused by preventive measures.

IV DESCRIPTION OF THE GOODS

14. Responsibility of the Carrier

The document evidencing the contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking.

15. Responsibility of the shipper

The shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks numbers, quantity and weight, as furnished by the shipper and he shall fully indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability hereunder to any person other than the shipper.

16. Shipper-packed Units

(1) If a Unit has not been packed by or on behalf of the Carrier the Carrier shall not be liable for loss of or damage to the Goods caused by:

(a) the manner in which the Unit has been packed, loaded and/or stowed, or

(b) the unsuitability of the Goods for Carriage in the Unit supplied, or

(c) the unsuitability or defective condition of the Unit, provided that, if the Unit has been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Unit was packed.

(2) If a shipper-packed Unit is delivered by the Carrier with its original seal intact, as it was affixed during or following loading of the Unit, irrespective of whether the Carrier or the shipper applied the seal to the Unit, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any shortage and/or discrepancy of or to Goods ascertained at delivery.

(3) The Merchant shall fully indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 16.1 (c). The Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that Clause applies.

17. Inspection of Goods

The Carrier or any Person to whom the Carrier has subcontracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Unit or package at any time and to inspect the Goods. The right of the Carrier to rely on Clause 16.2 shall not be prejudiced in any way in case the Carrier is obliged to open the Unit pursuant to an order of the (customs) authorities.

V FREIGHT, PAYMENT AND LIEN

18. Freight and payment

- (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- (2) The attention of the Merchant is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight.
- (3) Freight is calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Unit or other package or unit in order to identify, weigh, measure or value the contents, and, if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged, shall be payable as liquidated damages to the Carrier.
- (4) All Freight shall be paid without any set-off, counter claim, deduction or stay of execution before delivery of the Goods or Persons, failing which the Carrier shall be entitled to withhold delivery until payment in full has been received. The Carrier shall be further entitled to 1% interest or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice per month as from the original date of delivery and to full compensation of all costs and damages incurred by non-payment or late-payment of the Freight including but not limited to legal fees.
- (5) The shipper shall undertake and warrant that the Persons and/or entities falling within the definition of Merchant in Clause 1. shall be jointly and severally liable for the payment of Freight and liquidated damages as provided in this Clause.
- (6) Any Person engaged by the Merchant to perform forwarding services with respect to the Goods, shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.
- (7) The Carrier may at all times, even after a Freight has been agreed between parties, revise the agreed Freight with reasonable notice.

(8) Payment shall be made in the currency in which the Freight has been agreed and/or invoiced, unless it has been otherwise agreed. In the latter case any exchange losses suffered by the Carrier shall be for the account of the Merchant.

(9) If the amount due to the Carrier from the Merchant according to any invoice has not been promptly and fully paid to the Carrier by or on behalf of the Merchant within 15 days of the invoice date or, if a different period for payment has been agreed in writing, within that different period, the Merchant shall owe interest on the invoice amount or the unpaid balance thereof, as the case may be, from the invoice date at the rate of 1% per month or a higher interest rate as notified by the Carrier to the Merchant with reasonable notice, in which part of a month shall be taken as a full month, all the above without any demand, summons or notice of default from the Carrier to the Merchant being required.

(10) The Merchant shall at no time whatsoever be entitled to any set-off against claims or charges of or made by the Carrier.

(11) The Merchant shall be deemed to have approved the invoice as correct and to have acknowledged the debt if the invoice has not been protested in writing within 14 days of its date.

(12) All costs arising from or in connection with the exercise by the Carrier of his rights arising from or in connection to the contract of Carriage or for the rendering of other services that has been concluded with the Merchant, including all costs arising from or in connection with the judicial and/or extra-judicial collection of any invoice amount which has not been paid in time or not been paid in full or arising on any other account, shall be for the account of the Merchant without any demand, summons or notice of default being required; and also the costs of any demand, summons or notice of default not awarded against the unsuccessful party in the event of any court proceeding, all the above with a minimum of NLG 1,000.00 (one thousand Dutch Guilders) per amount to be collected. The amounts entered in the books of the Carrier with respect to the aforesaid costs shall constitute full proof as to the total amount of the aforesaid costs, unless the contrary is proven by the Merchant.

19. Lien

The Carrier shall have a lien on the Goods and the right to sell the same by public auction or otherwise at his discretion for all Freight, charges and expenses of whatever kind and nature due to the Carrier under the contract of Carriage and under these GENERAL TERMS AND CONDITIONS and also in respect of any previously unsatisfied amounts of the same nature and for the costs and expenses of exercising such lien and such sale. Such lien and liability shall remain valid notwithstanding that the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant in Clause 1.

VI MISCELLANEOUS

20. General average

(1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any 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. All expenses in connection with a general average act to avoid damage to the environment shall always be deemed general average expenses.

(2) General average shall be adjusted according to the latest version of the York/Antwerp Rules at any port or place in any currency at the option of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery when the Carrier requires this, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for a general average contribution due to the Merchant.

(3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values etc.

(4) In the event of any general average credit balance due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

(5) If a salvage vessel is owned or operated by the Carrier, salvage shall be paid to the same extent as should the salvage vessel or vessels belong to other parties.

21. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by Bimco is to be considered incorporated in these GENERAL TERMS AND CONDITIONS.

22. Optional stowage and deck cargo

(1) The Goods may be packed by the Carrier in Units and consolidated with other Goods in Units. The Carrier shall not be liable for damage to or loss of the Goods therein and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier if this is attributable to:

(a) The Goods being unsuitable for Carriage in the Unit actually used;

(b) the unsuitability of or defective condition of the Unit, unless the Unit has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Unit for conveyance.

(2) Goods, whether or not packed in Units, may be carried on deck or under deck without notice to the Merchant. All such Goods, whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules and shall be carried subject to these Rules.

(3) Notwithstanding Clause 22.2 in the case of Carriage of Goods which are stated on the Bill of Lading as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising.

23. Dangerous Goods

(1) No Goods which are or may become dangerous, combustible, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier or Carriage without his express consent in writing, and without the Unit in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or making, or if in the opinion of the Carrier the Goods are liable to become of a dangerous, combustible, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without any compensation to the Merchant and without prejudice to the right to Freight of the Carrier.

(2) The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations, which may be applicable during the Carriage.

(3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall fully indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

(4) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

24. Reefer heating machines

(1) The Carrier does not accept liability for the consequences of malfunctioning of the refrigerating or heating machines attached to or fit in any Unit used for Carriage.

(2) The Merchant releases and indemnifies the Carrier, his employees and every servant or agent of the Carrier including every Sub-Contractor from and against all claims, losses and

expenses whatsoever in respect of any loss, deterioration or damage to the Unit, its refrigeration plant or the Goods which arises from or as a consequence of:

(a) Failure to provide or delay in providing a suitable electricity supply to operate the Unit's refrigeration plant or failure to provide suitable electrical or other equipment to enable the electricity supply of the vessel or train to be connected to the Unit's refrigeration plant, or

(b) refusal to connect the vessel's or train's electricity supply to the Unit's refrigeration plant and the Carrier shall in this respect have an absolute right to refuse to permit such a connection if the Carrier considers that the Unit or its refrigeration plant is unsuitable for connection with the electricity supply of the vessel or train or would be unsafe if so connected.

25. Variation of the contract

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of these GENERAL TERMS AND CONDITIONS, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by an officer of the Carrier.