The Carrier shall have a lien on the Goods and any documents relating thereto for all sums due to the Carrier from the Merchant and for the costs of any operations connected with the Goods, and it shall be at liberty to sell the Goods to meet such costs. If the Merchant does not take delivery of the Goods within 14 days after the Carrier calls upon him or his agents so to do, the Carrier shall, without further notice to the Merchant, be at liberty to store the Goods on behalf of the Merchant and at the Merchant’s sole risk and expense. Subject, if required, to the lien provisions of clause 4 hereof. Such storage shall constitute delinquency for the purposes of clause 16 of these Freight Conditions and the liability of the Carrier in respect of the goods stored shall wholly cease. The costs of such storage, if paid by the Carrier or any agent or sub-contractor of the Carrier, shall be paid, on demand, by the Merchant to the Carrier.

### Delivery

Where the Carriage does not take place in the port of discharge, the Merchant shall, unless otherwise agreed in writing, be responsible for the Goods to be delivered at the port of discharge. In any event the Carrier shall be entitled to collect all duties and taxes levied on the Goods during carriage and deliver the Goods to the Merchant at the port of discharge or at the place of discharge as agreed in writing. Where carriage is to be performed in more than one country, the delivery takes place at the place of discharge in the country of destination. Where the Carriage is Multimodal Transport, the carrier shall be responsible for the acts and omissions of any person whose services he uses in the performance of the Carriage.

### Carriage Liability for Loss of or Damage to the Goods

The Carrier shall use reasonable endeavours to complete the Carriage and to deliver the Goods at the place of delivery or the port of discharge. All liability whatsoever of the Carrier shall cease unless suit is brought within:

1. **1 Goods may be Consolidated by the Carrier in Articles of Transport.**
2. **2 In the event of carriage by sea, reasonable means, methods and routes includes, but is not limited to, vessels sailing with or without pilots, undergoing repairs, adjusting equipment, dry-docking and otherwise dealing with the vessel.**
3. **3 The Merchant’s attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation of other currencies occasioned by freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable then the following clause shall apply:**
4. **4 For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.**
5. **5 If in particular supplied by or on behalf of the Merchant, the Carrier shall be responsible for the acts and omissions of any person whose services he uses in the performance of the Carriage.**
6. **6 Where the Carriage is Multimodal Transport, the Carrier shall be responsible for the acts and omissions of any person whose services he uses in the performance of the Carriage.**
7. **7 The provisions set out and referred to in these Freight Conditions shall apply to every contract concluded with the Carrier for the performance of the Carriage as undertaken by the Carrier, whether evidenced by the issue of a document or not.**
8. **8 Where the Carriage is Multimodal Transport, then the liability of the Carrier for loss of or damage to the Goods occurring during the Carriage shall be determined in accordance with the Hague-Visby Rules, Multimodal Transport**
9. **9 Where the Carriage is Port to Port or Gate-to-Gate, then the liability of the Carrier for loss of or damage to the Goods occurring during the Carriage shall be determined in accordance with the Hague-Visby Rules, Multimodal Transport.**
10. **10 The Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.**
11. **11 The Carrier is entitled, but not obliged, to open, at any time, any Article of Transport consolidated and prepared for convenience by the Merchant in order to inspect such Article of Transport and its contents for the purposes of Clauses 19 and 20 (1) a) c). If any Article of Transport, as aforesaid, is opened and/or inspected by any Customs or other Government Authority at any time, the costs and expenses of opening and/or inspection, as aforesaid, shall be for the Merchant’s account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and inspections.**
12. **12 In any event the Carrier shall be entitled to collect all duties and taxes levied on the Goods during carriage and deliver the Goods to the Merchant at the port of discharge or at the place of discharge as agreed in writing. Where carriage is to be performed in more than one country, the delivery takes place at the place of discharge in the country of destination. Where the Carriage is Multimodal Transport, the Carrier shall be responsible for the acts and omissions of any person whose services he uses in the performance of the Carriage.**

### Time bar and Notice of loss

All liability whatsoever of the Carrier shall cease unless suit is brought within:

1. **a) in respect of Multimodal Transport – 9 months, or b) in respect of Port-to-Port or Gate-to-Gate Carriage – 12 months after delivery of the Goods or the date when the Goods should have been delivered.**
2. **If loss or damage to the Goods is apparent then notice of the loss or damage, and the general nature of it, shall be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods or, if the loss or damage is not apparent, within three consecutive days thereafter, falling which, the removal of the Goods into the custody of the person entitled to deliver thereof shall be prima face evidence of the delivery by the Carrier of the Goods in the same condition as received by the Carrier.**
3. **Carriers’ Consolidation, Carriage of Articles of Transport on or under deck**

### Materials affecting performance

The Carrier shall use reasonable endeavours to complete the Carriage and to deliver the Goods at the place of delivery or the port of discharge. If, at any time, the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, strike, lockout, difficulty or disadvantage of any kind whatsoever and if, by virtue of sub-clause (1) the Carrier has no duty to perform the completion of the Carriage, the Merchant, whether or not the Carriage has commenced, may elect to:

1. **a) treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant’s disposal at any place which the Carrier shall deem safe and convenient; or b) deliver the Goods at the place of delivery or the port of discharge.**
2. **If any event the Carrier shall be entitled to full Charges for any Goods received for Carriage and additional compensation for extra costs resulting from the circumstances referred to above.**

### Heavy Lifts

All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted or to available at the quaydate or on the Vessel be for the Merchant’s account.
(4) Handling, loading, stowing or unloading of the Goods by or on behalf of the Merchant.
(5) Inherent vice of the Goods.
(6) Insufficiency or inadequacy of marks or numbers on the Goods.
(7) Strikes or lock-outs or stoppages or restrictions of labour from whatsoever cause whether partial or general.
(8) Fire, explosion or damage caused by the actual fault or privity of the Carrier.
(9) Act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship.
(10) Any cause or event which the Carrier could not have avoided and the consequence whereof he could not prevent by the exercise of reasonable diligence.

Where the loss or damage was not caused by (a) to (c) above the Carrier shall not be liable for any loss or damage caused by one or more of the causes, events, or occurrences, he shall only be liable to the extent that those causes, events, or occurrences for which he is liable under this clause are attributable to the loss or damage. In the event of proving that the loss or damage was due to one or more of the causes, events, or occurrences specified in (11) to (22) above shall be deemed to have been caused by the Carrier. Where the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, events, or occurrences specified in (3) to (7) of sub-clause (a) above, the Carrier shall be deemed to be liable for those losses or damages caused by one or more of the causes, events, or occurrences.

(3) The Carrier shall not be liable for the consequences of malfunctioning of refrigeration, heating, atmospheric control or other equipment of whatsoever nature attached to, or forming part of, the Article of Transport.

The defences and limits of liability provided for in these Freight Conditions shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract, bailment, tort or otherwise.

In no international convention or national law shall apply except that under no circumstances shall the Carrier’s liability extend to live animals and/or Goods that are stated to be carried on deck and are so carried.

If an international convention or national law shall apply by virtue of (c) above then, notwithstanding that the stage of the Carriage during which the loss occurred is known, the Carrier’s liability for any loss or damage to cargo shall be determined in accordance with that convention or law.

If the Hague-Visby Rules apply to the carriage of live animals and/or Goods that are stated to be carried on deck and in any document evidence the contracting and carriage actually carried on deck, whether caused by unseaworthiness or negligence or any other cause whatsoever.

If the Hague-Visby Rules apply to carriage of national law applies by compulsory application to the carriage then any provision in these Freight Conditions that deviates from the Hague-Visby Rules shall be deemed to be invalid, unenforceable, or of no effect, directly or indirectly from the Hague-Visby Rules but the nullity of such a provision does not affect the validity of the other provisions within these Freight Conditions.

19 Dangerous & Marine Polluting Goods
The Merchant's attention is drawn to the International Maritime Dangerous Goods (IMDG) Code and any amendments as may be in force at the time and supplemented on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (IMFA).

It is the responsibility of the Merchant to ensure that all Dangerous & Marine Polluting Goods are packaged and packed in accordance with the IMDG Code and to supply, at the time of presentation of the goods for carriage, the applicable dangerous goods packing note and any other documents relating to the Dangerous & Marine Polluting Goods that are required under the IMDG Code or at the international conventions in force at the time of presentation of the Goods for Carriage.

20 Merchant’s Liability, Conformity and heat and boiling machines
If an Article of Transport has not been Conformable in and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clause 13 and 16 hereof, be liable to the Merchant for the loss or damage to the Goods which in the opinion of the Carrier or such international convention or national law as may be applicable or would have applied pursuant to clause 13 then the Carrier’s liability shall in no event exceed the amount due under such compulsory law.

21 Merchant’s Responsibility
Where the Carrier issues a document evidencing the Contract of Carriage, it shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars of which the Carrier had reasonable grounds to believe that the contrary shall not be admissible when such document is a negotiable document that has been transferred to a third party acting in good faith.

22 Both-to-Blame Collision Clause and New Juan Clause
Both-to-Blame Collision Clause and New Juan Clause as adopted by BIMCO are incorporated herein.

23 Law and Jurisdiction
Disputes arising under or in relation to the contract of carriage shall be determined at the option of the claimant by the competent court and subject to the provisions of these Freight Conditions in accordance with the law:
(a) the principal place of business or, in the absence thereof, the habitual residence of the Carrier;
(b) the place where the contract of carriage was made or the place where the Goods were actually delivered.

No proceedings may be brought before any other court unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be applicable.