

Standard Terms and Conditions of Bill of Lading

1. Application and Definitions

1.1 Application

These Standard Terms & Conditions (hereafter "Terms & Conditions") shall apply to every contract of carriage as defined in these Terms & Conditions, concluded as per Bill of Lading issued by the Carrier.

1.2 Definitions

The following defined terms, in either the singular or plural, appear with a capital letter in these Standard Terms & Conditions.

Articles of Transport-Includes but is not limited to any single article of transport vehicle, container, trailer, semi-trailer, van, train wagon, transportable tank, pallet, crates, boxes, yacht, (sailing) boat, floating object, barge or any other article of transport or similar article to consolidate Cargo and any equipment thereof or connected thereto.

Cargo-means the whole or any part of the Cargo received from or through the Merchant and includes but is not limited to any equipment and/or Article of Transport (including its contents).

Cargo value (Pure value)-the value of cargo as stated in invoices or other cargo documents or, in absence thereof, the market value of cargo analogous in relevant time period.

Carriage-The whole or any part of the operations and services undertaken by the Carrier in respect of the Cargo covered by these standard terms and conditions.

Carrier-Means the company or entity designated as carrier on the reverse page.

Charges-Includes freight and all expenses and monetary obligations, including but not limited to duties, taxes and dues, fines incurred by the Carrier and payable by the Merchant

Container-means any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate cargo and any connected or accessory equipment.

Contract of Carriage-means the contract concluded between Carrier and Merchant on the ground of issued Bill of Lading for carriage of Cargo stated in Bill of Lading including these standard terms and conditions.

Combined demurrage/detention (in country of destination)-time of container usage by the Merchant from the moment of discharging from the Vessel till the moment of empty container return according to Carrier's instruction to place instructed by the Carrier, including day of discharging from the vessel and including day of return of empty container.

Combined demurrage/detention (in country of departure)-time of container usage by the Merchant from the moment of empty container distribution to the Merchant till the moment of loading container onto the Vessel including the day of container distribution and day of loading onto the Vessel.

Costs-Includes any and all costs, expenses and charges incurred, including reasonable attorney fees.

Demurrage-time for container usage by the Merchant during loaded container being in port after discharge from the vessel, including day of discharging and day of departing from the port.

Detention-time for container usage by the Merchant after loaded container departure from port till the moment of its empty return according to Carrier's instruction, excluding day of departure from the port but including day of return.

Freight-Includes all charges payable to the Carrier in accordance with the applicable offer and contract of carriage.

Merchant-Includes the charterer, shipper, receiver, consignee, consignee, the holder of the bill of lading, the owner of the Cargo, any person who has booked the container and any person entitled to disposal of the Cargo.

Subcontractor-includes but is not limited to the owners, charterers, and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage, and any direct or indirect Subcontractors, servants, and agents thereof, whether in direct contractual privity or not.

Vessel-Means the vessel designated on the front page hereof or a substitute vessel.

1.3 Authority

The Merchant warrants that in agreeing to the Contract of Carriage hereof he or she is, or has the authority to contract on behalf of the person/company owning or entitled to disposal of the Cargo and Bill of Lading.

1.4. Carrier's Tariff

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of Lading. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to have read and accept such Tariff.

2. Vessel and schedule

2.1 Vessel

Performing Vessel as mentioned in clause "Vessel" of Bill of Lading.

2.2 Substitute

At any time the Carrier shall be entitled to substitute the Vessel with another Vessel without prior approval of the Merchant.

2.3 Itinerary

Vessel's itinerary as stated, schedule and any indication to the transits time as well as reference only, itinerary in or out of geographical order in option of the Carrier. Carrier is not bound by any given maximum transits time and has the liberty to order the vessel to 'slow steam' during its voyage.

Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. The Vessel has the liberty to sail without pilots, tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish the Vessel for the purpose of safety of the cargo, crew, vessel and for any other reasonable purpose.

2.4 Canal passage

If this Contract is based on a unhindered passage through a commercially operated canal such as but not limited to the Panama Canal / Suez Canal as the case may be, if at any time before or during the voyage to the Panama Canal / Suez Canal, it is or is likely that the canal will be closed for commercial traffic, the Carrier has the liberty to carry the Cargo through an alternative route and charge reasonable additional freight.

3. Transshipment

The Carrier shall be at the liberty to transship, lighter, land and store the Cargo either on shore or afloat and re-ship and forward the same to the port of discharge, unless otherwise and specifically agreed.

4. Port of Discharge

4.1. The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liability to further sub-contract.

4.2. 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 any of them or any Vessel owned or chartered by any of them any liability whatsoever in connection with the Cargo or the carriage of the Cargo whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof.

5. Notices

All notices given by either party or their Agents to the other party or their agents in accordance with the provisions of this Bill of Lading shall be in writing. "In writing" shall mean any method of legible communication such as, but not limited to, cable, fax, e-mail, registered or recorded mail or by personal service.

6. Description of Cargo

6.1 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the description box on the reverse hereof.

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

6.3. The Merchant warrants to the Carrier that the particulars relating to the Cargo as set out on the reverse hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Cargo is safely and securely packed in the Container in accordance with all relevant regulations and provisions for sea cargo carriage (including the international one) and also, in case of railroad transportation in Russian Federation, in accordance with present regulations, rules and technical conditions for railroad cargo carriage in Russian Federation.

6.4. If by order of the authorities (including the customs) at any place, Cargo is detained and/or seized and/or a Court order has to be opened for the Cargo to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right or for inspection in respect of dual-use goods, military cargoes, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay, including re-export and other necessary actions in respect of the Cargo. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses, and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage, and storage charges for the Cargo and/or the Container.

7. Carrier's liability

7.1. The period of responsibility of the Carrier for any loss of or damage to the Cargo shall commence at the moment that the Cargo is loaded on board the Vessel and shall end when the Cargo has been discharged from the Vessel.

7.2. Carrier's liability shall be subject to the Hague Rules (see cl. 25.1) unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Bill of Lading only to the extent that they are compulsorily applicable, but in any case Russian Federation laws shall apply.

7.3. Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, defence, exemption, limitation and restriction in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

7.4. 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 Cargo, such compensation shall be calculated by reference to the invoice value of the Cargo, plus Freight and insurance if paid. If there is no invoice value of the Cargo or if any such invoice is not bona fids, such compensation shall be calculated by reference to the market value of such Cargo at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Cargo shall be fixed according to the current market price, by reference to the normal value of Cargo of the same kind and other quality. Save as otherwise provided herein, Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage or loss of business or profits. The Carrier applies limits of liability as stated by Hague-Visby Rules or statutory law. Neither Rotterdam nor Hamburg rules are applied to this carriage.

7.5. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Cargo. Higher compensation than that provided for in this Bill of Lading may be claimed only when, with the written confirmation of the Carrier, declared by the Merchant before shipment, agreed by the Carrier, included into this Bill of Lading and ad valorem charges as per Carrier's Tariff was paid.

7.6. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption, or limitation of liability authorised by any applicable laws, statutes, or regulations of any country or jurisdiction in the absence of any of the terms set out in this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes, or regulations as if it were the owner of the Vessel.

7.7. When all claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to any rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release, and indemnity immediately when requested by the Carrier.

7.8. The defenses and limits of liability provided herein shall apply in any action against the Carrier for any loss of or damage to the Cargo or delay in delivery whether the action be founded in contract, in tort or otherwise.

8. Carriage affected by Cargo condition

If it appears at any time that, due to their condition, the Cargo cannot safely or properly be carried further or without incurring additional expense or taking any measures(s) in relation to the Container or the Cargo, the Carrier, without notice to Merchant, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Cargo, and/or abandon the Carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever Carrier, in its absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading.

9. Freight and expenses incurred by Carrier against the Merchant shall be paid by the Merchant.

10. The Carrier shall be liable for any loss or damage to the Cargo arising out of the Carriage.

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