

Definitions:

"Carrler" in this Bill of Lading means Eimskip Norway AS, trade name EIMSKIP Norway.

"Carrlage" nears the whole or any part of the operations and Carrlage "nears the whole or any part of the operations and by this Bill of Lading.

"Vessel" means the vessel annead in this Bill of Lading and any substituted vessel and any vessel, craft or lighter to which transhipment may be made in the performance of this contract.

"Merchant" includes, jointly and severally, the Shipper, the Person owning or entitled to the possession of the Bill of Lading and anyone acting, whether as servant or gent or otherise is, or any of them.

"Holder" means any Person for the time being in possession of his Bill of Lading to whom the property in the Goods has passed in the Bill of Lading to whom the property in the Goods has passed the Bill of Lading to whom the property in the Goods has passed to the sendorsement of this Bill of Lading or otherwise.

"Preson" includes an individual, group, corporation, company or other entity.

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

this Bill of Lading to whom the property in the Goods as passed on on by reason of the consignment of the Good so the transfer or on on by reason of the consignment of the Good so the transfer or of the consignment of the Good so the transfer or of the consideration of the Consider

2. Carrier's Tariff:
The terms of the Carrier's applicable tariff are incorporated herein (Znafff). Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff this Bill of Lading shall prevail except with respect to the calculation of freight and other charges, in which case the Tariff shall prevail.

treight and other charges, in which case the later shall prevail.

3. Merchant's warranty:

(1) The Merchant warrants that in agreeing to the terms and conditions hereaf he is, or has the authority of, the Person owning or entitled to the possession of the Goods and the Bill of Leding.

(1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper are correct and complete in all material respects and no representation of any nature as to such particulars, in flavour of any person, is made, either directly, or by implication by the Carrier.

(ii) The Merchant warrants that the Goods are in a condition and packed in a manner adequate to withstand the ordinary risks of the third that the strength of the carrier.

(iii) The Merchant warrants that the Goods are in a condition and packed in a manner adequate to withstand the ordinary risks of the third that the strength of the carrier.

4. Sub-contracting: (i) 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, without limitation, any and all other duties whatsoever undertaken by the Carrier in relation to the

warehousing, handling and, without limitation, any and all other duties whatsoever undertaken by the Carrier in relation to the The Merchant undertakes that no claim or allegation shall be made against any sevent, agent or sub-contractor of the Carrier, including but not limited to stevedores and terminal operators, which imposes or attempts to impose upon any of them or any Vessel owned by any of them any liability whatsoever in connection with the Goods, or the Carriage of the Goods, and, if any such claim or allegation should nevertheless be made, to defend, where the contract of the contract of the contract of the contract of the carrier as if such provisions, limitation, provisions, conditions and liberites herein benefiting the Carrier as if such provisions were expressly made for their benefit; and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own sub-contractor. The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by such Merchant from any sevennt, agent of sub-contractor of the Carrier for in this Carrier, and in the carrier as it is under the contract of the Carrier for the carrier and in the carrier as it is under the carrier as the contractor. The Carrier shall be entitled to be paid by the Merchant from any sevennt, agent or sub-contractor of the Carrier for any loss, damage, delay or otherwise.

The expression sub-contractor in this Clause shall include direct and indirect sub-contractors and their respective servants and

and smortes show conseaves an incent respective consists of the Merchant further understakes that no claim or allegation howsoever in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose on the Carrier any lability whatsoever in connection with the other carrier and continued to the control of the control of

and hold harmless the Carrier against all consequences thereof.

5. Carrier's (Responsibilities:
Port to Part Shipment:
If the Carriege called for by this Bill of Lading is a Port-to-Port
Shipment, the fiability (if any) of the Carrier for loss of or damage to
the Coads occurring from and during loading onto any Vessei upto and
during discharges from that Vessel or from another Vessel into which
with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with
he Hague Rules of the Above, the Carrier shall be under no liability
Notwithstanding its of no damage to the Goods, howsever occurring,
when such loss or damage arrises prior to loading on or subsequent to
discharge from the Vessel.

discharge from the Vessel.

6. Carrier's Responsibilities:
Combined Transport:
If the Carriage called for by this Bill of Lading is Combined Transport.
If the Carriage called for by the Bill of Lading is Combined Transport.
If the Carriage called for by performance and for in its own name to be concurre performance of the Carriage from the Place of Beeeigh or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, to the Port of Discharge to reduce the Place of Delivery, whichever is applicable, and, save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring during the Carriage to the extens out below and elsewhere in these conditions:

(a) Exclusions.
The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:
(a) an act or omission of the Metchart:
(b) insufficiency of or defective condition of packing or (iii) handling Loadina, stowase or unloading of the Goods by (iii) handling Loadina, stowase or unloading of the Goods by

(i) an act or omission of the Marchant;
(iii) insulticiency of or delective condition of packing or marking;
(iii) handling adaing, storage or unloading of the Goods by delective the Marchant of the Marchant;
(iv) inherent vice of the Goods;
(v) strike, lock-out, stoppea or restraint of labour;
(vi) a nuclear incident;
(vi) a rouge or event, which the Carrier could not avoid and the coisceptences whereof he could not prevent by and the coisceptences whereof he could not prevent by and the coisceptences whereof he could not prevent by more of the cause or events pecified in this Clause 8(1) shall rest upon the Carrier, save that when the Carrier establishes that, in uted to one or more of the causes or events specified in this Clause 8(1) shall rest upon the Carrier, save that when the Carrier establishes that, in uted to one or more of the causes or events specified in Clause 8(1)) shall rest upon the Carrier, save that when the Carrier establishes that, in uted to one or more of the causes or events specified in Clause 6(1)(9(ii), (iii) or (iv), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss of damage was not, in fact, caused either wholly or partly by one or clause 7(ii) to 1 (also 1 km). The contraction of Libbility.

Except as provided in Clause 7(iii) total compensation shall in no circumstances whatsoever and howsoever arising exceed SNR 2 per kilo of the gross weight of the Goods lost or damaged, or SNR 67 per package or unit, whichever is the higher.

Notwithstanding anything provided for in Clause 6(1), but subject known:

If the stage of the Carriage when loss or damage occurres as known:
Notwithstanding anything provided for in Clause 6(1), but subject always to Clauses 5, 21 and 2,5, if it is known during which stage always to Clauses 5, 21 and 2,5, if it is known during which stage carrier in respect of such loss or damage shall be determined by the control of the

NON - NEGOTIABLE SEA WAYBILL FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENTSHIPMENT

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; or if no international convention or national law would apply by virtue of Clause 6(2) (a), by the Higue Rules if the loss or damage is known to have occurred as say or on landar waters;

damage is known to have occurred at sea or on inland waters;
(a) the provisions of Clause 6(1) if the provisions of Clause 6(2) (a) or (b) do not apple.

The purposes of this clause 6(2), references in the Hague Rules to arriage by sea shall be deemed to include reference to carriage by land waters and the Hague Rules shall be construed accordingly, if let Hague Rules apply by writte of Clause 62(16), the Carrier's liability all be limited as provided in Clause 7(iii). Whe Carrier's liability all be limited as provided in Clause 7(iii), the Carrier's liability all be limited on the face here of the Carrier's liability and the face here of the Carrier's liability and the face here of Receipt is not named on the face here of Receipt is not named on the face here of the Carrier's liability what carrier's liabilit

when such loss of damage anses subsequent to discharge from the Vessel.

7. The Amount of Compensation:

(iv) of this Clauses, 6, 8 and 25 and paragraphs (ii), (iii) and (iv) of this Clause, when the Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight charges and insurance if paid, any partial loss or damage to faceds, such compensation shall be calculated by reference to the value of such Goods at the paid that the contract or should have been so delivered. The value of the Goods shall be included by reference to the value of such Goods at the late of the Goods shall be fixed according to the commodity exchange price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there he most price, according to the current market price or, if there have been subject to the commodity and the control of the control of the control or, if there have been subject to the commodity and the control of the control of the control of the control of the control or of the control or of the control or of the control of the control or of the control or

B. General:

(i) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular sale contract, market or use. The Carrier shall in no circumstances be liable for any direct, indirect or consequential contracts of the Carrier shall in no circumstances whatsoever or housever be liable for any direct or indirect or consequential loss, damage or costs or for loss of profits.

profits.

(ii) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

9. Notice of Loss, Time Bar:

(i) Ulress notice of loss or damage and the general nature of such loss or damage beginn in writing to the Carrier or its agents at the Port of Discharge or the Place of Delivery as the case may be before or at the time of removal of the Goods into the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading, if the loss or damage is not apparent, then notice must be given in writing within three days of the delivery or unless suit is brought, and notice thereof given, within one year after delivery of the Goods or the date when the Goods should have been delivered.

10. Defence and Limits for the Carrier, Interest:
(i) The exemptions from liability, defences, liberties and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for delay, loss of or damage to the Goods howsveer occurring whether the action be founded in contract unseaworthiness, negligence or fundamental breach or repudiation of contract.

unseaworthiness, negligence of fundamental preaction is reposted to not contract.

No interest shall be allowed on any claim against the Carrier up to the time of the rendition of judgement.

(ii) No interest shall be allowed on any claim against the Carrier up to the time of the rendulu on judgement.

11. Methods and Routes of Transportation:

(i) The Carrier may at any time and without notice to the Merchant;

(ii) transfer the Coods from one conveyance to another including transhipping or carrying the same on another Vessel than the Vessel named overleds or or any other means of transport whatsoever and even though transhipping or carrying the same on another Vessel than the Vessel named overleds or or any other means of transport whatsoever and even though transhippinet or forwarding of the Coods may not have been contemplated or provided for coods may not have been contemplated or provided for coods may not have been contemplated or provided for cooking to the provided of the cooking of the Cooking to the provided in a contrave function to the special of the cooking of the Cooking to the cooking of the Cooking of the Cooking to the cooking of the Cooking on board;

(iv) unpack and remove the Goods which have been packed into a Container and for the Wed the cooking of the Cooking on board;

(iv) unpack and remove the Goods which have been packed into a Container and for the Wed the cooking on the Cooking on the Cooking on the Cooking of the Cooking of the Wed the cooking of the Cooking of the Wed the cooking of the Cooking of the Cooking on the Cooking of the Cooking of the Wed the cooking of the Wed the cooking of the Cooking of the Wed the cooking o

12. Government directions, War, Epidemics, Ice, Strikes

Commentation Carnings and Sharing the a elevation.

12. Government directions. War, Epidemics, Ice, Strikes etc.:

(i) The Master, and/or the Carrier, shall have liberty to comply with any orders, directions or recommendations as to loading, departure, routes, ports of call, stoppages, destination, arrival, destrates, containing the authority of such government or by any committee or person having under the terms of the Hull risks insurance on the Vessel the right to give any orders, directions or recommendations.

(ii) If in the opinion of the Master or the Carrier the venture is made unsafe, unlawful or inadvisable by the imminence or existence discharged at the Port of Loading or at any other port considered safe and convenient by the Master or the Carrier.

(iii) If on account of any hindrance, risk, delay, difficulty, or disadvantage of any kind and howscever arising (even though the circumstances giving rise to each hindrance, lelay, difficulty or the Goods were received for Carriage), and including, but without limitation, actual or threatening epidemic, quarantine, ice, strike, lockout, labour troubles, intendic, congestion or difficulties in loading or discharge, the Master or the Carrier at any time is in doubt as to whether the Vessel can safely and without delay, or there discharge in the usual manner or proceed thence on the voyage, the Goods may be discharged at the Port of Loading or any port they or either of them may consider safe and convenient or otherwise dealt with pursuant to the liberties and powers contained in Clause to.

(iv) Consigness to be informed, it pursuant the loadings or or carried the contract even before the Goods have been received and/or loaded and/or Bill of Lading issued. The decharged of any carried to consider the provisions of this Clause, endexinged or not, shall be deemed a fulliment of the contract.

(iv) Consigness to be informed, it possible, but without liability on the part of the Carrier regarding cases retirered to in this Clause.

Merchant's liability and Compliance with Local

13. Merchant's liability and Compliance with Local
Laws:

The Mesca the Carier and the Vessel against any payment, and hold
licenses the Carier and the Vessel against any payment, expanses,
lines, dues, duty, tax, impost, loss, damage or detention, sustained or
incurred by or levied upon the Carier or the Vessel in connection with
the Goods for any cause whatsoever, including but not limited to their
nature, quality or condition (whether known to the Carrier or Master or
only and any breach of warranty under this Bill of Lading. Also for any
action or requirement of any government or governmental authority
legal process or attempted seizure, incorrect or insufficient marking,
numbering or addressing of packages or description of the contents,
failure of the Merchant to procure consular, safety or health authority,
customs, or other certificates to accompany the Goods or to comply
with laws or regulations of any kind imposed with respect to the Goods
by the authorities at any port or place or any act or mission of the
Merchant. If to ran y reason whatchower the Goods are refused imports.

tion the Merchant shall be liable for and shall pay return freight and charges thereon.

tion the Merchant shall be liable for and shall pay return freight and charges thereon.

14. Temperature controlled cargo:

(i) Goods, including Goods of a perishable nature, may be carried in dry general purpose Containers or ordinary compartments in the container of the Goods will be corried in refrigerated, heated, electrically rentilated or otherwise specificity equipped Containers or compartments or are to receive special attention in any way.

(iii) Container or compartments or are to receive special attention in any way.

(iii) Goods which require temperature control without previously giving written notice of their nature and carrying temperature to be maintained and in case of a temperature controlled Container packed by or on behalf of the Merchant, further warrants and understude that the Container of receive the container and that its thermostatic controls and sir vents have at all material times been approprisely set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be table for any loss of or damage the similar of the temperature control, ventilation or other specialized attention does not meant that the Goods, when received were verified by the Carrier should be contained to the carrier of the container or wesself to the compartment will be properly ventilated, refrigerated or heated throughout the carriege on shall the Carrier be liable for any loss of or damage to the Container or the self-to-container or Messel's compartment will be properly ventilated, refrigerated or heated throughout the carrier, on shall the Carrier be liable for any loss of or damage to the Container or the beginning of the Container, leaf, it is until the container or the beginning of the Container, leaf, it is until before any other facilities whatsoever, provided that the Carrier shall before or a the beginning of the Container.

Lading.

15. Containers:
() Goods may be stowed by the Carrier or its agents or servants in Containers and/or consolidated with other Goods in Containers. Containers whether stowed as adversal or received in a stowed condition from the Merchant may be carried on or under deck containers whether stowed as adversal or received in a stowed condition from the Merchant may be carried on or under deck 21(ii), if they are so carried the Hague Rufes, or (when applicable) US COGSA as incorporated herein, shall be applicable notwithstanding carriage on or under deck and the Goods and/or Containers shall contribute in General Average and/or salvage whether carried on or under deck.

(ii) If a Container has not been stowed to the container and the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall deltand, indemnity and hold harmless the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by Container has been stowed, filled, packed, stuffed or losded or container has been stowed, filled, packed, stuffed or losded or container has been stowed, filled, packed, stuffed or losded or container has been stowed, filled, packed, stuffed or observed for container has been stowed, filled, packed, stuffed or losded or container has been stowed, filled, packed, stuffed or losded or container has been stowed, filled, packed, stuffed or losded or container has been stowed.

(ii) the manner in which the Container has been stowed, filled, packed, stuffed or loaded; or
(b) the unsuitability of the contents for carriage in Containers;
(c) the unsuitability of defictive condition of the Container arising without any want of due diligence on the past of the Carrier to make the Container reasonably fill for the purpose for which it is required; or
(d) the unsuitability of container reasonably fill for the purpose for which the inequired; or
(d) the unsuitability of defictive condition of the Container which would have been apparent upon neasonable inspection of the container which would have been apparent upon neasonable inspection; or container was stowed. Filled, packed stuffed or loaded; or
(e) packing Goods which need temperature control, including refrigerated Goods, that are not at the correct temperature for carriage hereunder.

(iii) The Ariest shall have containers before packing them the Merchant shall inspect containers before active the containers before a container and the proper deficience of the Containers being sound and suitable for use.

(iii) The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or in relation to the Container or its contents or any part thereof, the Carrier may abandon transportation thereof and/or take any or to continue the Carriege or to store the same ashore or alload the Carrier may abandon transportation thereof and/or take any or to continue the Carrier of its contents or any part thereof, the Carrier may abandon transportation thereof and/or take any or to continue the Carrier against any reasonable additional separent to carrier to the Container of the container of the container of the container of

16. Lien:
The Carrier shall have a lien on the Goods and any documents relating thereto, inclusive of any Container owned or leased by the Merchant,

a) all sums payable to the Carrier under this case.

b) all sums due from the

thereto, inclusive of any Container owned or leased by the Merchant, for:

a) all sums payable to the Carrier under this contract,
b) all sums but from the Merchant to the Carrier under any other contract, whether connected with Carriage of Goods or not, and general except and/or shape contributions to whomsover.

The lien shall in any event extend to cover the costs and expenses of exercising such a lien and for that purpose the Carrier shall have beinght to sell the Goods and documents by public auction or private sale in the manner the Carrier cheep most advantageous without notice to the Merchant and without any responsibility whatsoever attaching to the Carrier. The Merchant green shall not the Goods will carrier shall be entitled to recover the difference from the Merchant. The Merchant shall defend, indemnify and hold harmless the Carrier sagainst all and any cost incurred the

together data and state decelor, indemniny and noted names the center of the content of the cont

demand.

(vii) Any remarks in regard to the Charges or other items in Carrier's invoice shall be made promptly and no later than thirty days after the date of the invoice. Otherwise, the invoice shall be considered correct. correct.

(viii)The Merchant shall defend, indemnify and hold harmless the
Carrier against all and any cost incurred by the Carrier in exercising
its rights under this clause.

18. Both to Blame Collision Clause: The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agents upon request are hereby incorporated herein.

19. General Average and Salvage:

(i) General Average and Salvage:
(ii) General Average shall be adjusted and payable according to York-Carelia, whether declared by the Carelia or a sub-contractor of the Carrier, in respect of all cargo, whether carried on or under deck. 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 if the Carrier or the General Average contribution of the Goods before delivery if the Carrier or the delivery of the Goods before delivery if the Carrier or the delivery of the Goods before delivery if the Carrier or the delivery of the Goods whether or not at the time of delivery the Merchant had notice of the Carrier's lie. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant.

In the event of accident, danger, damage or disaster before after commencement of the voyage resulting from any cause whatsoff the Carrier or the Carrier is not responsible by statute, contract or otherwise, the Goods and Merchant shall contribute with the Carrier in General Average to the payment of any scarfifices, losses or expenses of a General Average nature that may be made or incorred, and shall pay salvage and special Charges incurred in respect of the Goods. The Merchant shall pay salvage and special charges incurred in sepace of the Goods and shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated salvage and special requires. If a salvage ship is owned or operated by the Carrier salvage shall be paid for as fully as if such salving ship belonged to strangers.

20. Fire: The Carrier shall not be liable to answer for or make good any loss or damage to the Goods occurring at any time and even though before of any fire whatsoever unless such fire shall be caused by its actual fault or privity.

fault or privity.

21. Optional Stowages:

() Goods may be stowed without notice to the Marchant, on deck

() Goods may be stowed without notice to the Marchant, on deck

() Goods may be stowed without notice to the Marchant, on or in the

poop, forecastle, deckhouse, shelter deck, passenger space,

burner space, or any other covered-in space commonly used in

the trade for the carriage of goods, and Goods so stowed shall

be deemed to be stowed under deck for all purposes, including

incorporated herein, shall be applicable to such carriage of Goods

so stowed.

(i) Containers and Goods which are stated on the face hereof to

be carried on deck at Shipper's, or Merchant's, risk, are carried

of whatsoever nature arising during Carriage by sea whether

caused by unseaworthiness or negligence or any other cause

whatsoever nature arising during Carriage by sea whether

(ii) Live arindus and plants are carried at the sole rick off the Marchant.

(iii) Live arindus and plants are carried at the sole rick off the Marchant.

(iv) Annual of the private of the Carrier sole to under the sole rick off the Marchant.

(iv) Live arindus and plants are carried at the sole rick off the Marchant.

(iv) Live arindus of the carrier sole to under or of destruction

howsoever arising even though caused or contributed to by the

act, neglect or default of the Carrier or by the unseaworthiness

or unfiltenes of any Vessel, craft, conveyance, Container or other

place existing et any time.

Place existing at any time.

22. Dangerous Goods:

(1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active, or adamoging nature without previously giving written notice of their other covering on the outside as required by any laws or regulations which may be applicable during the Carriage.

(ii) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations. Which requirements of paragraphs (6) and (ii) are not complied with the Merchant shall delend, indemnify and hold harmless the Carrier against all loss, damage or expense arising out of the Goods being lendered for transportation or handled or carried by the complex of the control of the

the Merchan has not gene motice on their necure to the Lange of General Average contribution in respect of such Goods.

23. Notification and Delivery:

() Any mention herein of parties to be notified on the arrival of the Goods is solely for information of the Carrier, and failure to give relieve the Merchant of any ability of the Carrier, and failure to give relieve the Merchant of any ability on hereunder.

() Where the Carriage called to by this Bill of Lading is a Port to Port Shipment the Carrier shall be at their to discharge the Goods or any part thereof from the Vesse without notice directly they come to the contribution of the Carrier of the Carrier shall be at the Carrier of th

24. Metal Products:

24. Metal Products: The term, Appearent good order and condition* when used in this Bill of Lading with reference to iron, steel, or metal products does not mean that the Coods, when received, were free of visible rust or moisture. If the Shipper so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notations as to rust or moisture which may appear on the mate's or tally clerk's receipts.

or moisture which may appear on the mate's or tally clerk's receipts.

25. USA Clause paramount:
(i) If Carriage indudes Carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Conde by Sea Act (1955) (US COGSA) the terms of which are incorporated herein and shall clause 2101) and the entire time that the Goods are in the actual custody of the Carrier or this Sub-Contractor at the sea terminal before loading onto the Vessel or after discharge thereform as the sea may be.
(ii) The Carrier's shall not be liable in any capacity whatsoever for the loss, demage, or cleay of or to the Coods while the Goods are in the United States of America away from the Sea terminal and are not to the Code State of the Code State of the Code State of the Code State of America away from the Sea terminal and are not search and the Code State of America away from the Sea terminal and are not search to the Code State of America away from the Sea terminal and are not search to the Code State of America away from the Sea terminal and are not search to the Code State of America and Code State of America and Code State of State Child party, (for any reason the Carrier's denied the right to act as agent only at these times, its liability for loss, damage or delay to the Goods shall be determined in accordance with Clauses 6, 7, 9, and 10 hereof.

shall be determined in accordance with clauses to, i, y, and to hereof.

(iii) If this Bill of Lading is accepted by a non-vessel operating common carrier (RWOCC) or by a groupage agent acting as a RWOCC, who said NWOCC hereby warrants that all contracts of carriage issued by him in respect of Goods the subject of this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading shall where necessary, be in accordance with the Tarlifs, whether of the Carrier or the NVOCC, required to be filled with the appropriate authorities, the said VVOCC bruther agrees to detain a sub-contractors against all consequences of his failing so to incorporate.

sub-contractors against an interesting the Carrier and/or Nessel (ii) As all and the US COCS, the liability of the Carrier and/or Nessel (iii) As all and the amount set torth in clause 7 (iii) hereof, and the amount set torth in clause 7 (iii) hereof, and the value of the Goods has been declared on the cacce hereof and extra freight paid on such declared value if required.

26. Validity:

In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be nutl and void.

27. Jurisdiction and Law:

Except as provided in Clause 25 (USA Clause paramount) the contract
evidenced by this Bill of Lading shall be governed by the law of
Norwegian Courts according to Norwegian Law to the exclusion of the
jurisdiction of the courts of any other county.