

1. DEFINITIONS

"Carriage" means the operations and services undertaken or performed by or on behalf of Carrier as to the Goods covered by this Bill of Lading. "Carrier" means Seahorse Container Lines, Inc., OTI license no. 017130 and its servants and agents. "Person" means any natural person, corporation, any other legal entity, or any unincorporated association. "Merchant" includes the consignor, shipper, exporter, seller, consignee, owner of the Goods, or the lawful holder or endorsee of this Bill of Lading, and any Person lawfully acting on behalf of any of those Persons. "Goods" means the cargo that Merchant has tendered for Carriage, whether carried on or under deck, and includes any Container not supplied by or on behalf of Carrier. "Vessel" includes the vessel named on the front page of this Bill of Lading or any substitute for that vessel, and any feeder vessel, lighter, barge, or other conveyance used by or on behalf of Carrier for any part of the Carriage. "Sub-Contractor" includes Vessel owners and operators, stevedores, terminals, warehouses, container freight stations, road and rail transport operators, and any Person employed by Carrier in the performance of the Carriage. "Sub-Contractor" includes direct and indirect sub-contractors and their respective servants, agents, or sub-contractors. "Package" means each Container that is stuffed and sealed by or on behalf of Merchant, and not the items packed in such Container if the number of such items is not stated on the front page of this Bill of Lading in the "packages" column, and not where the number of such items is indicated by the terms such as "Said to Contain" or similar expressions. "Container" includes any stowage container, open or closed, used, stamped, or printed, as well as any other equipment used in or in connection with the Carriage. "COGSA" means the Carriage of Goods by Sea Act of the United States of America, Apr. 16, 1936, ch. 229, 49 Stat. 1207, reprinted in note following 46 U.S.C. § 30701. "Hague Rules" means the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, signed at Brussels, August 25, 1924. "Hague-Visby Rules" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, February 23, 1968. "SDR Protocol" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, December 21, 1979. "Charges" includes freight, all expenses, costs, detention, demurrage, general average, and any other money obligations incurred in the Carriage of the Goods or payable by Merchant, and all collection costs for freight and other amounts due from Merchant, including attorneys' fees and court costs. "Dangerous Goods" includes any Goods classified or described as dangerous in the International Maritime Organization's International Maritime Dangerous Goods Code or in Carrier's applicable tariff, and any Goods that could present or be likely to present any hazard to the Vessel, any other transporting conveyance, to other cargo or property, or to any Person.

2. CARRIER'S TARIFF

Carrier's applicable tariff or tariffs are incorporated into these Bill of Lading Contract Terms and Conditions. Upon request, Carrier shall provide copies of or online access to the applicable tariffs, or where applicable, through the government body with which the tariffs may be on file. In case of any inconsistency between these Bill of Lading Contract Terms and Conditions and any applicable tariff, the former shall prevail.

3. AGREEMENT TO TERMS AND CONDITIONS

Merchant understands and agrees that by tendering the Goods to Carrier for Carriage, Merchant accepts this Bill of Lading and agrees to be bound by these Bill of Lading Contract Terms and Conditions, as well as on the front page, whether written, typed, stamped, or printed, as well as if signed by Merchant, notwithstanding any local custom or practice to the contrary, and Merchant agrees that this Bill of Lading supersedes all agreements or freight engagements for and in connection with the Carriage. The defenses and limits of liability of this Bill of Lading shall apply in any action against Carrier under any legal theory, whether in contract, tort, bailment, indemnity, contribution, or otherwise.

4. SUB-CONTRACTING AND INDEMNITY

(A) Carrier has the right at any time and on any terms to sub-contract the whole or any part of the Carriage, as well as any other duties Carrier has undertaken as to the Goods, or to substitute any other vessel or means of transport for the Vessel.
(B) Every Sub-Contractor and Vessel shall have the benefit of every exemption, defense, and limitation of these Bill of Lading Contract Terms and Conditions as if such provisions were expressly for every such Sub-Contractor's and Vessel's benefit. In entering into this contract for the Carriage, Carrier, to the extent of such exemptions, defenses, and limitations, does so not only on its behalf, but also as agent for such Sub-Contractors and Vessel, and to that extent, each is or shall be deemed to be a party to this Bill of Lading.

5. NOTICE OF CLAIM AND TIME-BAR

(A) Unless written notice of loss of damage and the general nature of such loss or damage is given in writing to Carrier at the Port of Discharge or Place of Delivery, whichever is applicable to the Carriage, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery under this Bill of Lading, such removal shall be prima facie evidence of the delivery by Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then the notice must be given within three days of the delivery.
(B) In any event, Carrier and Sub-Contractors shall be discharged from all liability in respect of loss or damage unless suit is brought in the exclusive forum under clause 27 within one year after the delivery of the Goods or the date on which the Goods should have been delivered. But if such time period were to be found to be contrary to any law that compulsorily applies to the segment of the Carriage during which the loss or damage occurred, then the prescribed period or minimum period under such law shall then apply.

6. CLAUSE RAUMOUNT

(A) This Bill of Lading shall have effect subject to COGSA unless a court were to rule that any other legislation of a nature similar to the Hague Rules, the Hague-Visby Rules, or the SDR Protocol compulsorily applies to this Bill of Lading. Where the Hague Rules, Hague-Visby Rules, or the SDR Protocol (collectively, "Hague Rules Legislation") compulsorily applies, this Bill of Lading shall have effect subject to such Hague Rules Legislation. Notwithstanding anything else to the contrary in this Bill of Lading, on all Carriage to or from the United States of America, including its districts, territories, and possessions (collectively, the "U.S."), this Bill of Lading shall have effect subject to COGSA, and Carrier and Merchant agree that under the section 13 of COGSA, it shall apply to Carriage between ports of the U.S., in lieu of the Harter Act, 46 U.S.C. §§ 30701-30707.
(B) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), shall also apply contractually and govern the Carriage before the loading of the Goods aboard the Vessel and after their discharge, and throughout the entire time that the Goods are in the custody of Carrier or its Sub-Contractors.
(C) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), is incorporated into this Bill of Lading.

(D) Agency: Whenever Carrier undertakes to accomplish any act, operation, or service to which Carrier and Merchant did not initially agree or that is not stated on this Bill of Lading, Carrier shall act as Merchant's agent and shall be under no liability for any loss of or damage to the Goods or any direct, indirect, or consequential loss arising out of or resulting from such act, operation, or service.

7. CARRIER'S RESPONSIBILITIES

(A) The responsibilities of Carrier for the Goods cover the entire period during which Carrier is in charge of the Goods, starting from the time Carrier has received the Goods at the Place of Receipt or Port of Loading, as applicable, until the time of delivery at the Port of Discharge or Place of Delivery, as applicable, to Merchant or to any authority to which Carrier is required to make delivery by local law or regulation, whichever occurs earlier.
(B) Subject to clause 7(C), if it can be proven that loss or damage to the Goods has occurred during a particular segment of the Carriage, then the liability of Carrier, if any, and its right to limit its liability under this Bill of Lading shall be subject to any national law or international convention that is compulsorily applicable to that segment of the Carriage.
(C) Where the liability scheme for interstate motor transportation under U.S. laws collectively known as the "Carmack Amendment" ("Carmack") would otherwise apply to any segment of the Carriage, Merchant expressly agrees to a waiver of the Carmack liability scheme. For such motor transportation, Merchant expressly agrees that this Bill of Lading, and particularly, this clause, satisfies the express written waiver required under 49 U.S.C. § 14101(b) of all Merchant's rights and remedies under Carmack, excluding the provisions governing registration, insurance, or safety fitness.
(D) For any segment of the Carriage that would otherwise be non-exempt rail transportation under Title 49 and, therefore, subject to that part of Carmack that governs rail transportation, Merchant expressly agrees that this Bill of Lading is a contract to provide specified services under specified rates and conditions under 49 U.S.C. § 10709. For any segment of the Carriage that would otherwise be exempt rail transportation as part of a continuous intermodal movement, Merchant expressly agrees that this Bill of Lading is a contract of exempt rail transportation under 49 U.S.C. § 10502. For such transportation, Merchant understands and agrees that Carrier has offered Merchant contractual terms for liability and claims that are consistent with the provisions of 49 U.S.C. § 11706 and that Merchant has instead elected to ship the Goods under the alternative terms for liability and claims of this Bill of Lading, in exchange for Carrier's regular/owner rates for Goods with a limited liability.
(E) Notwithstanding clauses 7(C) and (D), if a court were to hold that that Carmack nevertheless applies to any segment of the Carriage, then the following notice and time-for-suit periods shall apply:
(i) Any cargo claims subject to Carmack must be filed within nine months after the delivery of the Goods, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the applicable nine-month period shall result in the claim's being time-barred and Carrier's discharge from any liability. Carrier shall not pay any time-barred claims. A timely notice of claim is a condition to the right to file a timely lawsuit against Carrier, as stated below in sub-paragraph (ii).
(ii) Any lawsuits for cargo claims subject to Carmack shall be filed against Carrier no later than two years and one day from the date on which Carrier has given written notice to the claimant that Carrier has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit within the above two-year-and-one-day period shall result in the claim's being time-barred and Carrier's discharge from any liability. Carrier shall not pay any time-barred claims.

8. LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY

Carrier has established and offered alternative rates of freight for the Carriage and Merchant understands and agrees that it has made an election between those alternative rates, between (1) Carrier's regular/owner rates for Goods with limited value, and (2) ad valorem rates for goods not so limited, which rates are dependent on the value declared by Merchant. Unless Merchant declares the nature and value of the Goods before the Carriage, states the same on the front page of this Bill of Lading, and pays the corresponding ad valorem rate, Merchant knowingly and willingly elects to ship the Goods under Carrier's regular/owner rates, the consequence of which shall be that Carrier's liability to Merchant shall be limited as follows:

(A) Limitation for Carriage to or from the U.S.: The consequence of Merchant's knowing and willing election to ship under Carrier's lower/regular rates is that neither Carrier nor any Sub-Contractors, or the Vessel, shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding U.S.\$500 per package lawful money of the U.S., or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency.
(B) Limitation for Carriage Under Hague Rules Legislation: The consequence of Merchant's knowing and willing election to ship under Carrier's lower/regular rates is that neither Carrier nor any Sub-Contractors, or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding the applicable package or unit limitation. Under the Hague Rules, such limitation value is 100 pounds sterling current value, and under the Hague-Visby Rules and SDR Protocol, the limitation is 666.67 Special Drawing Rights ("SDRs") per package or 2 SDRs per kilogram, whichever amount is greater.
(C) Limitation for Other Trades or Where Carmack Applies Notwithstanding Clauses 7(C) or 7(D): In trades where neither COGSA nor the Hague Rules Legislation applies compulsorily, or where COGSA does not apply under the terms of this Bill of Lading, or if a court were to hold that Carmack applies notwithstanding the waiver in clause 7(C) or the language of clause 7(D), the consequence of Merchant's knowing and willing election to ship under Carrier's lower/regular rates is that neither Carrier nor any Sub-Contractors, or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding U.S.\$1 per kilogram of the gross weight of the Goods that has sustained loss or damage.

9. METHODS AND ROUTES OF CARRIAGE

Carrier may at any time and without notice to Merchant:
(A) Use any means of transport or storage;
(B) Transfer the Goods from one conveyance to another, including transhipment to a vessel other than the Vessel stated on the front page of this Bill of Lading, or any other means of transport; or
(C) Sail with or without pilots, proceed at any speed and by any route in Carrier's sole discretion—irrespective of whether such route is the nearest, most direct, customary, or advertised route, proceed to, return to, and stay at any port or place, in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge, once or more in order to, without limitation, bunker or load or discharge cargo, undergo repairs, adjust equipment, drydock, make in accordance with the above sub-paragraphs or any delay arising from the above shall be within the scope of the Carriage and not a deviation.

10. FORCE MAJEURE

Without prejudice to any of Carrier's rights or privileges under this Bill of Lading or under applicable law, Carrier shall not be responsible for any loss, damage, or delay that arises out of or in any way related to, directly or indirectly, any event beyond the reasonable control of Carrier, regardless of the event's foreseeability, including events such as war, hostilities, warlike operations, terrorism, hijacking or robbery, use of force or threats to use force, embargoes, blockades, port congestion, strikes or labor disturbances, pandemics or epidemics, regulations of any governmental authority pertaining to any of the above, or any other official restrictions on commerce that arise out of or are in any way related to the above conditions and events. Carrier, operating or Carriage in any way, in which case Carrier shall have the right to cancel any outstanding bill of lading for the Carriage. Carrier, at its sole discretion, without prior notice to Merchant and irrespective of whether the Carriage has begun, may treat the performance of the Carriage as terminated and place the Goods at Merchant's disposal at any place or port that Carrier, at its sole discretion, deems to be safe and convenient, at which place or port Carrier's responsibility for such Goods shall cease. Carrier shall nevertheless be entitled to full freight and Charges on such Goods, and Merchant shall pay any additional costs of transportation, transhipment, loading, unloading, delivery, storage, demurrage, detention, and all expenses related to each of the above, including Carrier's reasonable attorneys' fees.

11. NOTIFICATION AND DELIVERY

(A) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier, and failure to give such notification shall not give rise to any liability on the part of Carrier or relieve Merchant of any obligation under this Bill of Lading.
(B) Merchant shall take delivery of the Goods within the time Carrier's applicable tariff requires or as Carrier may otherwise require because of circumstances at the Port of Discharge or Place of Delivery. If Merchant fails to do so, or whenever in Carrier's sole discretion the Goods are likely to deteriorate, decay, become worthless, lose value, or incur charges in excess of their value, whether for storage or otherwise, then Carrier may, in its sole discretion and without prejudice to any rights Carrier may have against Merchant, and without notice and without any responsibility attaching to Carrier, un-stuff, sell, destroy, or dispose of the Goods at Merchant's sole risk and expense. Any of the above shall constitute delivery to Merchant under this Bill of Lading, after which delivery Carrier's responsibility for the Goods shall cease.
(C) Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any claims arising out of or relating to the Goods or the Carriage. Merchant shall be liable for any losses, damages, expenses, and liabilities it pays or incurs, including those for refusal, including for the return of Goods to their place of origin and for any court costs, interest, expenses, and reasonable attorneys' fees Carrier pays or incurs because of such refusal.
(D) Merchant understands and agrees to the provisions on free storage time and demurrage in Carrier's applicable tariff.

12. FREIGHT AND CHARGES

(A) All freight shall be deemed fully, finally, and unconditionally earned on Carrier's receipt of the Goods and shall be paid and non-returnable in any event.
(B) All freight and Charges shall be paid without any set-off or deduction.
(C) Payment of freight and Charges to any Person other than Carrier or its authorized agent is not and shall not be considered payment to Carrier and shall be at Merchant's sole risk.
(D) Merchant shall, where applicable, be jointly and severally liable to Carrier for payment of all freight, demurrage, detention, general average, disposal costs, and Charges, including court costs, interest, expenses, and reasonable attorneys' fees Carrier pays or incurs in collecting any sums due, failing which shall be considered a default by Merchant in the payment of freight and Charges.

13. SPECIFIC AND GENERAL LIENS

(A) Carrier shall have a general and continuing lien on the Goods as well as on any other property of Merchant coming into Carrier's actual or constructive possession or control for monies owed to Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s), or any other prior obligation, including for freight, dead freight, demurrage, detention, any Charges, and for any expenses Carrier pays or incurs for storage, security, repacking, remarking, fumigation, or disposal of Goods; for fines, dues, for fines, dues, tolls, or commissions Carrier has paid or incurred on behalf of the Goods, for any sums, including court costs, interest, expenses, and attorneys' fees; Carrier has paid or incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any Person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipments Carrier may hold under this clause. In any event, Carrier's lien shall survive discharge or delivery of the Goods.
(B) Carrier shall provide written notice to Merchant of Carrier's intent to exercise its lien rights, which notice shall state the exact amount of monies due. Merchant shall notify all parties that it knows to have an interest in the shipment of Carrier's lien rights and the exercise of such rights.
(C) Unless, within 30 days of receiving notice of lien, Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due, plus all ongoing and accruing charges, such as storage, Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which Carrier shall refund to Merchant any net proceeds remaining after such sale.

14. DESCRIPTION OF GOODS AND NOTIFICATION

(A) Merchant's description of the Goods stuffed in a sealed Container by Merchant or on its behalf shall not be binding on Carrier, and the description declared by Merchant on the front page of this Bill of Lading is solely for Merchant's own use. Merchant understands that Carrier has not verified the contents, weight, or measurement of a sealed Container or Package, or the value, quantity, quality, description, condition, marks, or numbers of the contents. Carrier is under no responsibility as to such descriptions of particulars.
(B) Carrier shall not in any circumstances be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any instructions, notices, and attorneys' fees. Carrier has paid or incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any Person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipments Carrier may hold under this clause. In any event, Carrier's lien shall survive discharge or delivery of the Goods.
(C) Carrier shall provide written notice to Merchant of Carrier's intent to exercise its lien rights, which notice shall state the exact amount of monies due. Merchant shall notify all parties that it knows to have an interest in the shipment of Carrier's lien rights and the exercise of such rights.
(D) Unless, within 30 days of receiving notice of lien, Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due, plus all ongoing and accruing charges, such as storage, Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which Carrier shall refund to Merchant any net proceeds remaining after such sale.

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(B) Carrier shall not in any circumstances be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any instructions, notices, and attorneys' fees. Carrier has paid or incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any Person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipments Carrier may hold under this clause. In any event, Carrier's lien shall survive discharge or delivery of the Goods.
(C) Carrier shall provide written notice to Merchant of Carrier's intent to exercise its lien rights, which notice shall state the exact amount of monies due. Merchant shall notify all parties that it knows to have an interest in the shipment of Carrier's lien rights and the exercise of such rights.
(D) Unless, within 30 days of receiving notice of lien, Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due, plus all ongoing and accruing charges, such as storage, Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which Carrier shall refund to Merchant any net proceeds remaining after such sale.

16. PERISHABLE CARGO

(A) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless there is stated on the front page of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped Container, or that the Goods are to receive special attention in any way.
(B) The term "apparent good order and condition," when used in this Bill of Lading with reference to Goods that require refrigeration does not mean that the Goods upon Carrier's receipt of the same, were verified by Carrier as being at the designated carrying temperature.
(C) Carrier shall in no event be held liable for damage to Goods due to condensation.
17. DECK CARGO, ANIMALS AND PLANTS
Goods, other than Goods stuffed in Containers, that are stated on the front page of this Bill of Lading as contracted to stowed "on deck" and are so carried, and all live animals, including, fish and birds, or plants shipped under this Bill of Lading, shall be carried solely at the risk of Merchant, which understands and agrees that as to such Goods, Carrier shall not be liable for any loss or damage arising during the Carriage, whether or not arising out of negligence on the part of Carrier. Merchant shall indemnify Carrier from and against any loss, damage, liability, and expense, including any court costs, interest, expenses, and reasonable attorneys' fees Carrier pays or incurs, arising out of or in any way connected with or caused by, in whole or in part, the Carriage of such live animals or plants.
18. INSPECTION OF GOODS
Carrier or any Sub-Contractor shall be entitled, but shall be under no obligation, to open any Container or Package at any time and to inspect the Goods.
19. MERCHANT-STUFFED CONTAINERS
(A) If a Container has not been stuffed by or on behalf of Carrier, then Carrier shall not be liable for the loss of or damage to the Goods and Merchant shall indemnify Carrier from and against any loss, damage, liability, and expense, including any court costs, interest, expenses, and reasonable attorneys' fees Carrier pays or incurs, if such loss, damage, liability, or expense arises out of or in any way connected with or caused by, in whole or in part, (1) the manner in which the Container was stuffed, filled, packed, or loaded, including because of the inclusion of wood packing materials; or (2) the unsuitability of the Goods for Carriage in the Container; or (3) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of Carrier, that unsuitability or defective condition could have been apparent upon inspection by Merchant at or before the time when Merchant or its agents stuffed, filled, packed, or loaded the Container.
(B) Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.
20. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS
If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all without incurring any additional expense or taking any measure in relation to the Goods or the Container, then Carrier may, without notice to Merchant, but at its agent only, take any measure or incur any additional expense to carry or to continue the Carriage, or to sell or dispose of the Goods, or to abandon the Carriage or store Goods ashore or afloat, under cover or in the open, at any place that Carrier, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Bill of Lading. Merchant shall indemnify Carrier from and against any additional expenses it has so paid or incurred, including any court costs, interest, expenses, and reasonable attorneys' fees.
21. MERCHANT'S RESPONSIBILITIES
(A) The parties within the definition of "Merchant" shall be jointly and severally liable to Carrier for the fulfillment of all obligations undertaken by any of them under this Bill of Lading.
(B) Merchant expressly states that the particulars relating to the Goods stated on the front page of this Bill of Lading have been checked by Merchant on its receipt of this Bill of Lading. Merchant further states that any particulars relating to the Goods furnished by or on behalf of Merchant are adequate and correct for all purposes, including for purposes of customs entry, port or security filings or disclosures, and all other government-required filings or disclosures. Merchant also states that the Goods are lawful goods and are not contraband.
(C) Merchant shall indemnify Carrier from and against any loss, damage, liability, and expense, including any court costs, interest, expenses, duties, taxes, fines, imposts, charges arising out of the Goods' general order status, and reasonable attorneys' fees Carrier pays or incurs, arising out of or in any way connected with or caused by, in whole or in part, any breach of representations in sub-paragraph (B) of this clause or from any other cause in connection with the Goods for which Carrier is not responsible.
(D) Merchant shall provide Carrier with certified weights obtained on calibrated and certified weighing equipment of the Goods and the Container that are tendered to steamship lines and Merchant represents that Carrier is entitled to rely on the accuracy of such weights and to counterweigh or endorse it as agent of Merchant in order to provide the certified weight certificates or verifications of gross mass to the steamship line or terminal operator. Merchant agrees that it shall indemnify Carrier from any claims, losses, fines, penalties, or other costs resulting from any incorrect or improper statements of the weight or verified gross mass provided by Merchant or its agent or contractor on which Carrier relies, including any court costs, interest, expenses, and attorneys' fees Carrier pays or incurs.
22. DELAY, CONSEQUENTIAL LOSS, ETC.
(A) Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transhipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times for which Merchant may be advanced or delayed and Carrier shall in no circumstances whatsoever be liable for direct, indirect, or consequential loss or damage caused by delay.
(B) Except where these Bill of Lading Terms and Conditions of Contract expressly state otherwise, Carrier shall in no other circumstance be liable for any special, indirect, or consequential loss or damage.
23. GENERAL AVERAGE AND SALVAGE
Any general average shall be adjusted, stated, and settled according to the version of the York-Antwerp Rules and in a place and in a currency under Carrier's agreement with the Vessel's owners' or operators' interests. Merchant shall give such cash deposit or other security as the general average adjusters require to cover the estimated general average contribution of the Goods before their delivery, irrespective of whether Merchant had notice of the general average lien at the time of delivery. Carrier shall be under no obligation to take any steps to collect security for general average or salvage security or contributions due from Merchant.
24. NEW JASON CLAUSE
In the event of accident, damage, or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which, Carrier is not responsible by statute contract or otherwise, the Goods and Merchant, jointly and severally, shall contribute with 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. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers. Such deposit as the general average and salvage adjusters, or Carrier or its agents, may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods and Merchant, jointly and severally, before delivery.
25. BOTH-TO-BLAME COLLISION
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect, or default of the Master, mariner, pilot, or the servants of Carrier in the navigation or in the management of the Vessel, then Merchant shall indemnify Carrier from and against all loss or liability to the other or non-carrying vessel or its owners insofar as such loss or liability represents loss of, or damage to, or any claim of Merchant, paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped, or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier. The above provisions shall also apply where the owners, operators, or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects, are at fault in respect of a collision or contact.
26. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY
No employee, servant, agent, or Sub-Contractor of Carrier has the power to waive or vary any of these Bill of Lading Contract Terms and Conditions unless Carrier, in writing, has specifically authorized such a waiver or variation. If any provision of these Bill of Lading Contract Terms and Conditions shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of these Bill of Lading Contract Terms and Conditions shall be unaffected and shall remain in full force and effect.
27. MANDATORY LAW, VENUE, AND JURISDICTION
All claims or disputes arising out of or in any way related to this Bill of Lading or the Carriage shall be determined under the federal law of the United States of America, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of California, without regard to its conflict of laws rules. Without prejudice to a party's right to remove an action to federal court, the exclusive and mandatory venue for any such claims or disputes shall be the federal or state courts in Orange County, California, to the exclusion of all other courts. The parties agree to irrevocably submit to the personal jurisdiction of the above courts and to waive any jurisdictional, venue, or inconvenient forum objections to those courts.