

## **1 Applicability**

1.1 These Terms and Conditions shall apply between the Carrier, the Merchant and the Holder, as the case may be, in any action, including, without limitation, any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Bill of Lading), not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage, and whether the action be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of misdelivery, unseaworthiness, negligence or any breach of contract.

## **2 Definitions**

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier including - without limitations - loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.

"Carrier" means Nordana Line A/S, 113 Rungsted Strandvej, DK-2960 Rungsted Kyst, Denmark, CVR no. 36 02 34 73.

"Combined Transport" means a Carriage where the Place of Receipt and/or the Place of Delivery are indicated on the face hereof.

"Container" means and includes any container (including an open top container and Dry Containers), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Dry Container" means a closed six-sided container that fully encloses the goods contained therein.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to bills of lading signed at Brussels on 25 August 1924 and includes the amendments by the Protocol signed at Brussels on 23 February 1968 but only if such amendments are compulsorily applicable to this Bill of Lading.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Merchant" means and includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owing or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person.

"Port to Port Shipment" means a Carriage called for by this Bill of Lading from Port of Loading to Port of Discharge.

"SDR" means Special Drawing Right as defined by the International Monetary fund.

"Subcontractor" means and includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect subcontractors, servants and agents thereof whether in direct contractual privity or not.

"US COGSA" means the US Carriage of Goods by Sea Act 1936.

"Vessel" means any water borne craft used in the Carriage under this Bill of Lading and includes any substitute vessel and any watercraft, feedership or barge employed in the performance under this Bill of Lading.

## **3 Carrier's Tariff**

For Carriage to or from USA and for such Carriage only, the terms of the Carrier's applicable Tariff at the date of shipment are fully incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier or his agent upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, the Bill of Lading shall prevail.

## **4 Warranty**

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this Bill of Lading.

## **5 Sub-contracting and indemnity**

5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

5.2 The Merchant undertakes and expressly agrees that no claim or allegation, whether arising in contract, bailment, tort or otherwise, shall be made against any Subcontractor whomsoever by whom the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any Subcontractor or any vessel owned by any Subcontractor any liability whatsoever in connection with the goods or the Carriage of the goods whether or not arising out of negligence on part of any Subcontractor.

5.3 If any such claim or allegation should nevertheless be made towards any Subcontractor, the Merchant expressly agrees and undertakes to indemnify the Carrier against all consequences thereof

5.4 Without prejudice to the generality of the foregoing provisions of this Clause, every exemption, limitation, condition and liberty contained herein (other than Art III rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction provision contained herein (Clause 25) shall also be available and shall extend to every such Subcontractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

## **6 Carrier's responsibility in case of Port to Port Shipment**

6.1 Where the Carriage is a Port to Port Shipment, the liability of the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of Loading and the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in accordance with the Hague Rules save as is otherwise provided in these Terms and Conditions. The articles of the Hague Rules shall apply as a matter of contract.

6.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the cargo for

delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules during such additional compulsory period of responsibility. The articles of the Hague Rules shall apply as a matter of contract.

6.3 The Carrier shall be at liberty to discharge the Goods at the Port of Discharge, without notice, directly they come to hand, at or onto any wharf, craft or place, on any day and at any time. Upon discharge, all liability of the Carrier for loss of or damage to the Goods shall immediately cease (notwithstanding any custom of the port to the contrary and notwithstanding any charges, dues or other expenses that may be or become payable) and the Merchant shall forthwith be obliged to take possession of the Goods by assuming custody or control of them.

6.4 Where US COGSA applies then the provisions stated in the said Act shall govern during Carriage to or from a container yard or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier

### **7 Carrier's responsibility in case of Combined Transport**

7.1 Where the Carriage is a Combined Transport, the Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points.

7.2 Where the Carriage is a Combined Transport, the Carrier shall only be liable for loss or damage occurring during the Carriage to the extent set out below:

7.2.1 Where the stage of Carriage where loss or damage occurred is not known.

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

- (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;
- (ii) compliance with instructions of any Person entitled to give them;
- (iii) insufficient or defective condition of packing or marks;
- (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
- (v) inherent vice of the Goods;
- (vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;
- (vii) a nuclear incident;
- (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in Clause 7.2.1 (a) shall rest on the Carrier. If, however, there is any evidence that loss or damage is attributable to one or more causes or events specified in Clause 7.2.1(a)(iii), (iv) or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

7.2.2 Notwithstanding anything provided for in Clause 7.2.1 and subject to Clause 16, where it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention whose provisions are compulsory applicable to that stage of the Carriage, or if no such international convention applies:

(a) where the loss or damage is known to have occurred during Carriage by sea for shipments that neither commenced, ended, or involved waterborne Carriage in the United States of America, by Articles I to VIII inclusive of the Hague Rules. These articles of the Hague Rules shall apply as a matter of contract; or

(b) where the loss or damage is known to have occurred during any inland carriage outside of the United States of America, by the contract of carriage of any inland carrier in whose custody the loss or damage occurred or in accordance with Clause 7.2.1 and Clause 8.2, whichever imposes lesser liability on the Carrier; or

(c) where the loss or damage is known to have occurred during Carriage by sea for shipments commencing, ending or involving waterborne Carriage in the United States of America, or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, by the provisions of US COGSA; or

(d) when the loss or damage is known to have occurred during any inland carriage in the United States of America, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or US COGSA whichever imposes lesser liability on the Carrier.

### **8 Amount of compensation and liability**

8.1 If the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality.

8.2 If the Hague Rules are applicable by national law, the liability of the Carrier (including but not limited to any liability for misdelivery) shall not exceed the limit provided in the applicable national law. Whenever the Hague Rules are applicable otherwise than by national law, the liability of the Carrier (including but not limited to any liability for misdelivery) shall be determined by Articles I to VIII inclusive of the Hague Rules, and the liability shall in no event exceed GBP100 per package or unit.

8.3 Compensation shall not in any event, however, exceed 2 SDR per kilogramme of gross weight of the goods lost or damaged.

8.4 For shipments to or from the United States of America, the liability of the Carrier and/or the Vessel shall not exceed USD 500 per Container, package or customary freight unit, or any lesser limitation afforded per Clause 7.2.2.

8.5 Higher compensation may be claimed only when, with the prior written and express consent of the Carrier, the value for the goods declared by the Shipper which exceeds the limits laid down in this Clause has been stated on the face of this Bill of Lading at the place indicated and extra Freight paid if required by the Carrier. In that case the amount of the declared value shall be substituted for that limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.6 The Carrier does neither undertake nor guarantee that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid.

8.7 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

8.8 Nothing in this Bill of Lading shall be construed to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

#### **9 Notice of Loss, Damage, Time bar**

9.1 Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

#### **10 Shipper packed containers**

10.1 If a Container has not been filled, packed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

- (a) negligent filling, packing, stowing and/or lashing of the cargo in the Container;
- (b) the contents being unsuitable for carriage in Container; or
- (c) the unsuitability or defective condition of the Container.

10.2 The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

#### **11 Description of goods**

11.1 The information in this Bill of Lading shall be prima facie evidence of the receipt by the Carrier of the goods in apparent good order and condition as described by such information unless any contrary indication has been made in the printed text or superimposed on this Bill of Lading. Proof to the contrary shall not be admissible when the Bill of Lading has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the Consignee who in good faith has relied and acted thereon.

11.2 Except as provided in Clause 11.1 above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

11.3 If any particulars of any letter of credit and/or import licence and/or sale contract and/or invoice or order number and/or details of any other contract or agreement to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration

11.4 of value and in no way affects the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

#### **12 Inspection of Goods**

12.1 The Carrier or any persons to whom the Carrier has subcontracted the Carriage or any persons authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

#### **13 Merchant's responsibility**

13.1 The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight, as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage, expenses and fines arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant. The Merchant shall remain liable even if the Bill of Lading has been transferred by him.

13.2 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

## **14 Freight and charges**

14.1 Freight and other charges shall be deemed completely earned when the goods have been delivered to the Carrier and shall be paid and non-returnable in any event. All Freight and other charges shall be paid without any set off, counter claim, deduction or stay of execution at latest before delivery of the Goods.

14.2 All sums payable to the Carrier are due on demand and shall be paid in full in United States Dollars or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Tariff if applicable. In the event of any discrepancy between Freight (incl. other charges etc.) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

14.3 For the purpose of verifying the Freight basis, the Carrier reserves the right to have the contents of Containers inspected in order to ascertain the weight, measurement, value, or nature of the goods.

14.4 Interest at eight percent per annum shall accrue from the date when the Freight and other charges are due.

## **15 Lien**

15.1 The Carrier shall have a lien on the Goods and any documents relating thereto for any and all sums due under this Bill of Lading and for the costs of recovering the same, and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. A lien may be enforced in any reasonable manner, including sale or disposal of the goods on public auction or private treaty without obtaining the Merchants approval.

## **16 Optional stowage, deck cargo and livestock**

16.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

16.2 Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant. The Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Save as provided in Clause 16.3, such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules or US COGSA and shall be carried subject to such Rules or Act, whichever is applicable.

16.3 Goods that are not stowed in Dry Containers but which are stated herein to be carried on deck, and is so carried, and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and neither the Hague Rules nor US COGSA shall apply. The same shall apply to Goods stowed in Dry Containers if the dangerous nature of the Goods requires stowage in Dry Containers carried on deck.

## **17 Methods and route of transportation**

17.1 The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the face hereof;

(c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;

(d) sail with or without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever once or more often, and in any order or in a contrary direction to or beyond the Port of Discharge once or more often;

(e) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place; and

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

17.2 The liberties set out in Clause 17.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, adjusting instruments and making trial trips. Anything done or not done in accordance with Clause 17.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

17.3 If the Merchant has any special stowage requirements for the Goods, he should notify the Carrier accordingly in writing. By tendering the Goods for Carriage without any written request for stowage in a specialised Container, or for stowage otherwise than in a Container, the Merchant accepts that the Carriage may properly be undertaken with the Goods stowed in a general purpose Container. The Carrier shall not be liable for any loss or damage to the Goods, which results from a failure on the part of the Merchant to give written notice of any special stowage requirements.

## **18 Matter affecting performance**

18.1 If at any time the Carriage, the Carrier, the Vessel, its managers, its crew, its insurers or re-insurers, is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

(a) Carry the Goods or part thereof to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this Clause 18(1)(a) then, notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

(b) Suspend the Carriage of the Goods or part thereof and store them or part thereof ashore or afloat under these Terms and Conditions and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this Clause 18(1)(b) then, notwithstanding the provisions of Clause 18 hereof, he shall be entitled to charge such additional Freight and costs as the Carrier may determine; or.

(c) Abandon the Carriage of the Goods or part thereof and place them or part thereof at the Merchant's disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under Clause 18(1)(a) or to suspend the Carriage under clause 18(1)(b) this shall not prejudice his right subsequently to abandon the Carriage

18.2 If the goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon him to take delivery, the Carrier shall be at liberty to put the goods in safe custody on behalf of the Merchant at the latter's risk and expense.

18.3 In any event the Carrier shall be entitled to full Freight for goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

### **19 Dangerous Goods**

19.1 The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature, and shall in any event obtain the Carrier's approval in writing to carry such goods and inform the Carrier in writing of the exact nature of the danger before goods of a dangerous nature are taken into charge by the Carrier and indicate to him, if need be, the precautions to be taken.

19.2 Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation; further, the Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

19.3 If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

### **20 Notification and delivery**

20.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

20.2 The Merchant shall take delivery of the Goods within the time provided for by the Carrier. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall wholly cease and the costs of such storage (if paid or payable by the Carrier or any agent or subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

20.3 If the Merchant fails to take delivery of the Goods within reasonable time or whenever in the Carrier's sole opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his sole discretion and without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of such sale in reduction of the sums due to the Carrier by the Merchant.

20.4 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

20.5 If the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this Bill of Lading.

### **21 Return of Containers**

21.1 Containers supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear expected, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

21.2 The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to Containers during the period between handing over to the Merchant and return to the Carrier.

### **22 Both-to-blame collision**

22.1 The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

### **23 General average**

23.1 General Average shall be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, this covering all goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

23.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

**24 Severability**

24.1 Each provision and/or term of this Bill of Lading shall be severable. If any provision and/or term shall be deemed invalid under or inconsistent with any applicable international convention or national law, which cannot be departed from by contract, this shall not affect the validity or enforceability of the Bill of Lading and the provisions hereof shall to the extent of such inconsistency, but no further, be null and void.

**25 Law and jurisdiction**

25.1 For Carriage to or from the U.S. any dispute relating to this Bill of Lading shall be governed by U.S. law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, this Bill of Lading shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country.

25.2 Alternatively and at the Carrier's sole option, the Carrier may either:

- (a) commence proceedings against the Merchant at a competent court of a place of business of the Merchant; or
- (b) commence proceedings in Denmark at the Danish Maritime and Commercial Court in Copenhagen, or the City Court of Copenhagen if the former does not accept jurisdiction. In such case this Bill of Lading shall be governed by and construed in accordance with Danish law; or
- (c) commence arbitration in Denmark by reference to The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Such arbitration shall be governed by Danish law.