

# Moxaco Global Cargo Co., Ltd.

## Terms and Conditions of Carriage

**RECEIVED** by the Carrier from the Merchant in apparent good order and condition unless Otherwise indicated herein, the Goods, or package(s) said to contain the Goods, to be carried Subject to all the terms and condition herein.

The Acceptance of this Bill of Lading hereunder constitutes the Merchant's acceptance of all the stipulations, exceptions, terms and conditions of this Bill of Lading as fully as if signed by him, any contrary local custom or privilege notwithstanding. This Bill of lading supersedes all prior agreements or freight engagements for the Goods.

If required by the Carrier, this Bill of Lading (duly endorsed if it is negotiable) must be surrendered by the Merchant to the Carrier or his agents in exchange for the Goods or delivery order.

In witness whereof, the undersigned has signed the number of Bill of Lading stated hereunder, All of this tenor and date, one of which being accomplished, the others shall stand void.

The Bill of Lading shall be subject to Japanese law and the exclusive jurisdiction of Tokyo District Court.

### **1.DEFINITION**

The following words herein have the meaning hereby assigned:

- (1) "Carrier" means the Carrier mentioned on the face hereof on whose behalf this Bill of Lading has been signed.
- (2) "Sub-Contractor" includes owners and operators of vessels, stevedores, terminal operators, Road, rail and air transport operators and independent contractors and their respective Servants, agents and sub-contractors and any and all the persons employed in performance of the whole or any part of the Carriage.
- (3) "Merchant" includes the Shipper, Consignor, Consignee, owner and receiver of the Goods And the holder of this Bill of Lading.
- (4) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
- (5) "Container" includes any container, open top, flat rack, transportable tank, lift van, pallet or any other similar equipment of transport hereof or connected thereof.
- (6) "Goods" means the cargo described on the face of this Bill of Lading and, if the Goods are Packed into the Container supplied or furnished by or on the behalf of the Merchant, includes the Container as well.
- (7) "person" means an individual, group, company, or other entity.
- (8) "Insurance" means Marine cargo insurance.
- (9) "SDR" means the Special Drawing Right as defined by the International Monetary Fund.

### **2.PARAMOUNT CLAUSE**

(1) If it is proved that the loss or damage occurred during the carriage by sea, this Bill of Lading shall have effect subject to the provision of "The Carriage of the Goods by sea Act of Japan, enacted 1957 as amended on 3 June, 1992" (hereinafter called COGSA), unless it is adjudged that any other legislation of a nature similar to the International Convention for the unification of certain rules of law relating to bill of lading done at Brussels on 25 August 1924 (hereinafter called the Hague Rules), or to the Protocol to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, to the Protocol amending the Hague Rules As amended by the protocol of 23 February 1968 done at Brussels on 21 December 1979,

mandatorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such similar legislation (hereinafter called the Hague rules Legislation), and the COGSA or the Hague Rules Legislation shall be deemed to be incorporated herein.

(2) The COGSA or the Hague Rules Legislation shall apply and govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in custody of the carrier and his servant or his agent or the Actual Carrier within the sea terminal at the Port of loading or port of Discharge.

(3) If any provision herein is held to be inconsistent with or repugnant to any extent of the COGSA, The Hague Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Bill of Lading, such provision shall be null and void to the extent of such inconsistency or repugnance but not further.

### **3.APPLICABILITY**

(1) The Carrier undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for the delivery in this Bill of Lading.

(2) Notwithstanding the heading "Combined Transport Bill of Lading" the provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport only.

### **4.GOVERNING LAW AND JURISDICTION**

The contract evidenced by or contained in this Bill of lading shall be governed by Japanese law except as may be otherwise provided for herein. Notwithstanding anything else contained in this Bill of Lading or in any other contract, any and all actions against the Carrier in respect of the Goods or arising out of the Carriage shall be laid before the Tokyo District Court in Japan whether the action be brought in contract, in tort or otherwise.

### **5. DEFENCES AND LIMITATION FOR CARRIER**

(1) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes and regulation of any countries.

(2) The aggregate of the amounts recoverable from the Carrier and his servant, agent, sub-Contractor or other Person and their servant and agent shall in no case exceed the limits provided for in this Bill of Lading whether the action be founded in contract, in tort or otherwise.

### **6. NEGOTIABILITY**

(1) This Bill of lading shall be deemed to be negotiable unless it is marked "Non-Negotiable" on the face of this Bill of Lading.

(2) By accepting this bill of lading, The Merchant and his transferees agree with the carrier that unless it is marked "Non-Negotiable" , it shall constitute title to the Goods and the holder, by endorsement of this Bill of Lading, shall be entitle to receive or to transfer the Goods herein mentioned.

### **7. UNKNOWN CLAUSE**

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier of the total number of the Containers or other packages or units enumerated on the face hereof.

(2) 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, unless a contrary indication such as " shipper's

weight, load and count” , “shipper-packed container” or similar expression has been made overleaf.

(3) The Merchant shall indemnify the Carrier against all loss, damage or expenses arising or resulting from inaccuracies or inadequacy of such particulars.

#### **8. CONTINGENCY**

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, the Carrier

(whether or not the transport is commenced) may, without notice to the Merchant,

(i) treat the performance of this contract as terminated and place the Goods or any part of them 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: or

(ii) To deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight and charges on the Goods received for the Carriage and the Merchant shall pay any additional cost of the Carriage to and delivery and

Storage at such place or port

#### **9. METHOD AND ROUT OF CARRIAGE**

(1) The Carrier reserves to himself reasonable liberty as to the means, rout and procedure

Without notice to the Merchant.

(2) The Carrier shall be complied with any orders, directions or recommendations given by any government or authority, or whosoever acting or purporting to act as or on behalf of such

governments or authority, or having under the terms of any Insurance for the Goods on any conveyance employed by the Carrier the right to give orders or directions.

Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

#### **10. DECK CARGO**

(1) The Carrier has the right to carry the Goods in the Container either under deck or on deck of the vessel.

(2) When the Goods are carried on deck, the Carrier shall not be required to special note, mark or stamp any statement of “on deck stowage” on the face of this Bill of Lading. The Goods so carried shall be subject to the applicable Hague Rules Legislation, as provided for in Clause 2 hereof, and the stowage of such Goods shall be deemed to be carried under deck stowage for all purpose.

(3) The Carrier shall not be liable in any capacity whatsoever for any non-delivery, mis delivery, any loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by the carrier's negligence or the Vessel's unseaworthiness.

#### **11. LIVE ANIMALS AND PLANTS**

Live animals and plants are carried without any warranty, undertaking, responsibility or liability whatsoever on the part of the carrier for any accident.

#### **12. DANGEROUS GOODS AND CONTRABAND**

(1) The Merchant undertakes not to tender for transportation any Goods which are of an explosive, inflammable, radioactive, corrosive, or damaging, noxious, hazardous, poisonous, injurious or dangerous nature without giving prior written notice of their nature to the Carrier and making the Goods and the Containers or other covering on the outside as required by any laws or regulations or by reason of international conventions relating to the Carriage of the Goods of a dangerous nature which may be applicable during the carriage.

(2) If the Merchant fails to provide such requirements and at any time and the Goods are found to be

contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at any the Carrier's discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect such Goods.

(3) If the Goods shipped with the knowledge of the Carrier as to dangerous, inflammable, radioactive, or damaging nature, shall become a danger to the vessel, cargo or any other property or person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against any kind of claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carrier of such Goods.

### **13. TEMPERATURE CONTROLLED CARGO**

(1) The Merchant undertakes not to tender for transportation and Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container packed by or on behalf of the Merchant further undertakes that the Goods has been properly stowed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation or any apparatus of the Container, provided that the container shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

### **14. VALUABLE GOODS**

The Carrier shall not be liable for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable Goods whatsoever including the Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods and the same are inserted in this Bill of Lading and ad valorem freight have been prepaid thereon.

### **15. HEAVY LIFT**

(1) The weight of a single piece or package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the carrier and must be marked clearly and durably on the outside of the package.

(2) In case of the Merchant's failure in the above declaration, the Carrier shall not be responsible for any loss of or damage to the Goods and at the same time the Merchant shall be responsible for loss or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnify the carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

### **16. DELIVERY OF GOODS**

(1) If delivery of the Goods or any part thereof is not taken by the Merchant within a reasonable time, thereafter the Carrier is entitle to call upon the Merchant to take delivery thereof, the Carrier shall be at liberty to store the Goods or that part, whereupon the liability of the Carrier in respect of the Goods or that part shall wholly cease and the cost and expenses of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him sell, abandon or otherwise disposed of such Goods solely at the risk and expense of the Merchant.

(3) In case the Goods received by the carrier are the Containers into which contents have been packed by or on behalf of the Merchant, the carrier shall only be responsible for delivery of the total number of the Containers as shown on the face of this Bill of Lading.

As long as it is at the absolute discretion and on condition that the carrier shall not have responsibility for any shortage, loss, damage or discrepancies of the Goods which are found upon unpacking the Containers, the containers may be opened and the contents thereof delivered in accordance with the brands, marks, numbers, sizes or types of package or pieces.

(4) In case the Goods have been packed into the Containers by the Carrier, the Carrier shall unpack the Containers and deliver the contents thereof and shall not be required to deliver the Goods in the Container, as long as it is at the absolute discretion of the Carrier and subject to prior arrangement between the Merchant and the Carrier, the goods may be delivered in the containers to the Merchant, in which case if the Containers are delivered with seals intact by the Carrier, such delivery shall be deemed as full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be responsible for any loss of or damage to the contents of the Containers.

(5) The Carrier shall not be liable for failure of or delay in delivery in accordance with other than leading marks on the face of this bill of Lading.

#### **17. CARRIER'S TARIFF**

The provisions of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of lading shall prevail.

#### **18. FREIGHT AND CHARGE**

(1) The freight and other charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, whether the freight shall be stated to be prepaid or be collected at the destination.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars are found by the Carrier to be incorrect, the Merchant shall pay the Carrier the correct Charges and the cost incurred by the Carrier in establishing the correct particulars.

(3) All freight and other charges shall be paid without any set off, counter claims, deduction or stay of execution, whether the vessel or other means of transport or the Goods be lost or not, or the voyage or the Carrier shall be broken up or frustrated or abandoned.

(4) The Merchant shall pay all dues, duties, taxes and charges that may be levied on any basis such as the amount of freight, weight of the Goods or tonnage of the carrying vessel or on other means of transport.

(5) In case of all fines and loss which the carrier may incur from the Merchant's failure to load the Goods or in part on the vessel or other means of transport from any cause whatsoever, the Merchant shall be responsible for.

(6) The shipper, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the carrier for the payment of all freight and charges and for the performance of their respective obligation hereunder.

(7) Any mending, baling, repairs or replacement of packages resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, caring for, regaining possession of or otherwise made for the benefit of the Goods shall be paid or assured payment of by the Merchant.

#### **19. LIABILITY OF THE CARRIER FOR LOSS OR DAMAGE**

(1) The Carrier shall be for loss of or damage to the Goods occurring between the place of receipt and the place of delivery, unless such loss, damage or delay in delivery was caused by:

(a) the wrongful act or omission of the Merchant;

(b) compliance with the instructions of the Person entitled to give the;

(c) inherent vice or nature of the Goods;

(d) insufficiency of packing or inadequacy of marks;

(e) defect of the Container used to consolidate the Goods if supplied by the Merchant;

(f) handling, loading, stowage into or discharge from the Container by the Merchant;

(g) war, warlike operations, riot, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; or

(h) any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(2) If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convention or compulsory national law.

(3) If it can be proved that the loss or damage occurred during inland carriage while the Goods were in custody of an Actual Carrier, the liability of the carrier and the liability thereof shall be determined in accordance with the Actual Carrier's contract of Carriage or tariff, or where such contract or tariff does not exist, the limit shall be as set out in Clause 20 excluding (7) hereunder.

(4) If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of the Carriage by sea and the Carrier shall be liable to the extent prescribed by the Act or applicable Hague Rules Legislation, as the case may be, as provided for in Clause 2 hereof.

#### **20. LIMIT OF LIABILITY**

(1) The carrier shall in no event, except that the loss or damage occurred during the Carriage by air, be or become liable for any loss of or damage, whatsoever and howsoever arising, to the Goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damage, whichever is the higher.

(2) When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, compensation by the Carrier shall be calculated by reference to the Merchant's invoice value of the Goods plus freight, charges and insurance premium if paid, unless the value of the Goods has been declared by the Merchant and has stated in this Bill of Lading.

(3) By special arrangement agreed by the Carrier, the Carrier shall accept alternative limits of liability in excess of the limit set out these conditions if the Merchant agrees to pay and has paid Carrier's additional charges for accepting such increase in liability limits. In that case, such alternative limits as agreed shall be substituted for the limits laid down in Clause 20(2) of these conditions. Detail of the Merchant's additional charges will be provided upon request.

(4) The amounts mentioned in Paragraph (1) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the court seized of the case.

(5) When the Goods have been packed into the container by or on behalf of the Merchant, and when the

number of packages or units packed into the Container is not enumerated on the face of this Bill of Lading, each container including the entire contents thereof shall be considered as one package for the purpose of application of the carrier's limitation of liability.

(6) In no event shall the Carrier be liable for delay in delivery, any direct, indirect or loss of profit or consequential loss or damage. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

(7) If it is proved that the loss or damage occurred during the carriage by air, this bill of Lading shall have effect subject to the provisions of the Convention for the Unification of certain Rules relating for International Carriage by Air signed at Montreal, May 28<sup>th</sup> 1999, and the liability of the Carrier in the case of destruction, loss, damage or delay of the Goods is limited to a sum of 19 SDR per kilogram of the gross weight of the Goods unless other Conventions or laws are compulsorily applicable.

#### **21. SUB-CONTRACTING AND INDEMNITY**

(1) The Carrier shall be entitled to sub-contract the Carriage on any terms the whole or any part of the carriage, loading, storing, unloading, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods, including liberty to further sub-contract.

(2) The Merchant undertakes that no claims or allegation shall be made against any servant, agent, Sub-Contractor or other Person of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of the many liability whatsoever in connection with the goods. If any such claim or allegation should nevertheless be made, the merchant shall indemnify the carrier against all consequence thereof. Prejudice to the foregoing, every such servant, agent, the Sub-Contractor and other Person shall have the benefit of all provision herein for the benefit of the Carrier as if such provision were expressly for their benefit and in entering into this contract, the Carrier, to the extent of those provisions, does not only on his own behalf, but also as agent and trustee for such servant, agent, the Sub-Contractor and other Person.

(3) The aggregate of the amounts recoverable from the Carrier and such servant, agent, Sub-Contractor or other Person and their servant and agent shall in no case exceed the limit provided herein.

#### **22. NOTICE OF CLAIM**

Unless notice of loss or damage to the Goods, including the general nature of such loss or damage shall be given in writing to the Carrier or to his agent at place of delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this

Bill of lading, or if the loss or damage is not apparent, within seven consecutive days after removal, such removal shall be prima facie evidence of the delivery by the carrier of the Goods as described in this Bill of Lading.

#### **23. TIMER BAR**

In any event the carrier shall be discharge from all liability in respect of the Goods under this Bill of Lading, unless suit is brought withing nine months after delivery of the Goods or the date when the goods should have been delivered.

#### **24. LIEN**

The Carrier shall have a lien on the Goods and any documents relating thereto, for all amount due at any time to the Carrier from the Merchant under this Bill of Lading and any other contracts and for General Average contributions to whomsoever due and for the cost of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the

Merchant expense and without any responsibilities for the Merchant. The Carrier shall be entitled to recover the deficit from the Merchant against the amount due and the cost incurred consequent on sale of the Goods.

## **25. MERCHANT'S RESPONSIBILITY AND PACKED CONTAINERS BY MERCHANT**

(1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out the face hereof have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.

(2) The Merchant shall indemnify Carrier in respect of all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or failure to comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods. The Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to all the Person coming withing the definition of the Merchant.

(3) If the Container has not been packed or stowed by the Carrier. This bill of Lading shall be a receipt only for the Container and the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall indemnify the carrier against any injury, loss, damage, liability or expense, if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or sealed;

(b) the unsuitable contents for the Carriage by the Containers; or

(c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stowed.

(4) If the Container is delivered by the Carrier seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents to the Container.

(5) The Merchant shall inspect any Container before packing the contents into the Container and the used of the Container shall be prima facie evidence of the Container being sound and suitable for use, however the Carrier has the right to inspect the Goods or package at anytime and anywhere without the Merchant's agreement.

## **26. CARRIER'S CONTAINER**

(1) The Merchant shall has full responsibility for and shall indemnify the Carrier against any loss of or damage to any Container or other equipment furnished or arranged by the Carrier for the Merchant which occurs during in the possession or control of the Merchant, its agent or its inland carrier engaged be or on behalf of the Merchant.

(2) In no event the carrier shall has full responsibility for and the Merchant shall indemnify and hold harmless the carrier from and against any loss of or damage to the property of any other Person or injury to or death of any other Person caused by any Container or other equipment furnished or arranged by the Carrier or by contents of the Container during handling by or during in the possession or control of the Merchant, its agent or its inland carrier engaged by or on behalf of the Merchant.

(3) If any Container furnished or arranged by the Carrier is unpacked at Merchant's premises, the Merchant shall have full responsibility for returning the empty container, with interior brushed and cleaned, to the point or place designated by the Carrier within the time prescribed.

If the Container should not be returned within the time prescribed by the Carrier, the Merchant shall be liable for any detention charges, loss or expenses which may incur from return delay.

## **27. GENERAL AVERAGE AND NEW JASON CLAUSE**

(1) the Merchant shall admit that General Average may be declared during the course of or in respect of the



carriage of the Goods by sea and shall in such a case undertake to make, for settlement of the General Average, such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place of the adjustment as may be stated in the ocean Bill of Lading issued for the Goods.

(2) If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall require.

(3) In the event of accident, danger, 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 consequence of which, the carrier is not responsible, by statute, contract or otherwise, the Goods, Shippers, Consignees or owners of the Goods shall contribute with the 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 ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution of the Goods and salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

#### **28. BOTH-TO-BLAME COLLISION**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Marine, Pilot or the servant of the Carrier in the navigation or in the management of the Vessel, the owner of the Goods carried hereunder will indemnify the Carrier against all lost or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said the Goods, paid or payable by the other or non-carrying ship or her Owners to the owners of said the Goods and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the collision ships or objects are at fault in respect of a collision or contact,

#### **29. U.S.A. CLAUSE**

(1) In case this Bill of Lading covers the Goods Carriage to or from the U.S.A., it shall be subject to the Carriage of the Goods by Sea Act, 1936 of the U.S.A. (U.S. COGSA) of which terms shall be deemed to be incorporated herein and shall govern throughout the entire time during which the Goods are in the custody of the Carrier.

(2) If U.S.A. COGSA applies, the liability of the Carrier shall not exceed U.S \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face of this Bill of Lading, in which case clauses 14, 19 and 20 shall apply.