

NEOLINE Terms and Conditions of Sale

ARTICLE 1 DEFINITIONS

- « **Bill of Lading** » these terms refer to the present Transport document whether it is called Bill of Lading, Waybill or Sea Waybill and whether issued in paper or electronically
- « **Clean** » ou « **Net** » means for a container stuffed and sealed by the Merchant, a container received in apparent good condition. In no circumstances does this mention guarantee the weight, content, dimensions, quantity, quality, description, condition, marks or value of the goods.
- « **Container** » Includes any container, trailer, truck combination, portable tanker, flat, pallet, crate, bundle, or similar equipment used to consolidate goods and any related or associated equipment.
- « **On board** » Means on board any mode of Transport used or provided by the Carrier, whether by rail, road, sea or air.
- « **Freight** » Means all charges payable to the Carrier in accordance with the Tariff Applicable to this Bill of Lading including without limitation storage charges, demurrage, detention charges and reefer services.
- « **Compensate** » Includes defending, indemnifying, and answering for any liability.
- « **Merchant** » Means the Shipper, the Titleholder, the Consignee, the Receiver of the Goods, any Person owning or entitled to the Goods as consignee or endorsee of this Bill of Lading and anyone acting on their behalf.
- « **Goods** » Means all or part of the cargo received from the Shipper including any equipment or Container not supplied by or on behalf of the Carrier.
- « **Vessel** » Means the vessel, boat, barge or feeder shown on the back, as well as any other vessel, boat, barge or feeder that may be substituted for it in whole or in part.
- « **Person** » Means any individual, group, company, or other entity.
- « **Ship's bag** » Documents given by the Shipper or its representative to the Carrier for delivery to the Consignee
- « **Title holder** » Means any person in possession of this Bill of Lading and entitled to the Goods as Consignee or endorsee of the Bill of Lading or by any other means.
- « **Hague Rules** » Means the provisions of the Brussels International Convention of August 25, 1924 on the *unification of certain Rules Relating to Bills of Lading*, as well as the modifications made by the Protocols signed in Brussels on February 23, 1968 and December 21, 1979, but only insofar as the provisions of this Protocol are imperatively applicable to the Transport covered by this Bill of Lading.
- « **Subcontractor** » Means shipowners and operators of ant Vessels (other than the Carrier), stevedores, terminal operators, consolidators, Substituted Carriers, road and rail carriers, and any co-contractor employed by or on behalf of the Carrier to carry out the Transport.
- « **Carrier** » Means the part in whose name the Bill of Lading is issued.

- « **Transport** » refers to all or part of the operations and services provided by the Carrier related to Goods
- « **Multimodal transport** » Designates the mode of Transport chosen when a “place of pick-up” and/or a “place of delivery” are indicated on the reverse in the corresponding boxes.
- « **Port-to-Port Transport** » Means the Transport covered by this Bill of Lading when it is not a Multimodal Transport.
- « **Substitute Carrier** » Means any sea, rail, road, air or other Carrier used by the Carrier for any part of the Transport covered by the Bill of Lading.

ARTICLE 2. ACCEPTANCE OF BILL OF LADING CLAUSES

The Bill of Lading will be sent or delivered to the Merchant at the Merchant's sole risk, expense and liability, in physical or electronic format. Sending date of this Bill of Lading will be considered as the date of delivery to the Merchant. At the delivery of this Bill of Lading, the Merchant agrees to be bound by all the terms and conditions set out on the front and back of this document which govern all relations between the Merchant and the Carrier, its agents, co-contractors, employees, Captains and Vessels, under any circumstances, regardless of prior commitments, whether the Carrier is acting in its capacity or as a third party, unless expressly agreed otherwise in writing between the Carrier and the Merchant. The Merchant consents to the Carrier sharing the information and data contained in the Bill of Lading related to the performance of the Transport of Goods with third parties. The Merchant agrees that all freight agreements or commitments for and in connection with the Transport of the Goods are replaced by the Bill of Lading, including any prior commitments between the Merchant and the Carrier, its agents, Subcontractors, employees, Captains or Vessels and acknowledges that the provisions, exceptions, terms and conditions replace its own terms and conditions and/or any similar documents.

ARTICLE 3. GUARANTEE

The Merchant warrants that, by accepting the terms and conditions herein, he is the owner or assignee of the Goods and this Bill of Lading, or that he has standing to act on behalf thereof.

ARTICLE 4. SUBCONTRACTING AND GUARANTEE

- (1) The Carrier may subcontract all or part of the Transport.
- (2) Under no circumstances an employee, servant, agent, or subcontractor of the Carrier (or any Person other than the Carrier) will not be held liable to the Merchant for any loss, damage or delay of any nature whatsoever arising or resulting directly or indirectly from any act, negligence or omission on its part while acting in the course of or in connection with its contract with the Carrier.
If nevertheless a claim or liability action is brought, the Merchant undertakes to indemnify the Carrier for any consequences that may result. Without prejudice to the foregoing, any Person referred to above shall benefit from all rights, exemptions, limitations, and immunities of any nature benefiting the Carrier, as if these provisions had been expressly stipulated in his favor. In entering this contract and in respect of these provisions, the Carrier is acting not only on its own behalf but also as agent and representative of such Person.
- (3) The provisions of Clause 4 (2), which include but are not limited to the Merchant's obligations under this Bill of Lading, will apply to claims or allegations of any nature against any charterer of space on the Carrier Vessel.
- (4) None of the provisions contained above may be used as grounds for exoneration by one of their beneficiaries from liability to the Carrier for its fault or negligence.
- (5) Furthermore, the Merchant undertakes that no claim or action relating to the Goods, which would impose or attempt to impose on the Carrier any liability in relation to the Goods or their Transport, whether such liability results from negligence, is made by any Person other than in accordance with the Terms and Conditions of this Bill of Lading. If, however, such a claim or action is made, the Merchant undertakes to indemnify the Carrier for any consequences that may result.

ARTICLE 5. CARRIER LIABILITY AND PARAMOUNT CLAUSE

- (1) Port-to-Port Transport** - When the loss or damage occurs between the loading of the Goods by the Carrier or any Substituted Carrier at the port of loading, and the unloading by the Carrier or any Substituted Carrier at the port of unloading, either during sea transport, the Carrier's liability will be determined in accordance with the Hague Rules or any national law which makes the Hague Rules imperatively applicable to this Bill of Lading. The Carrier won't be liable for any loss or damage to the Goods, however caused, if such loss or damage occurred prior to loading or after unloading of the Vessel. In the event of mandatory law to the contrary, the Carrier will benefit from all the rights, exemptions, limitations, and immunities of the Hague Rules during this period, even if the loss or damage did not occur during the sea transport.

If this Bill of Lading covers Transport to or from the United States, the US COGSA will apply exclusively the provisions of the US COGSA will also apply, unless expressly stipulated otherwise, to periods prior to the loading of goods on board the vessel and subsequent to their discharge from the vessel. However, during these periods, Goods must have been in the actual custody of the carrier or any other subcontractor.

Express mandate is given to the Carrier to select the handling company for loading and unloading on behalf of the shipper, the receiver and all entitled parties, the handling company being known to be acting on behalf of the shipper, receiver or assignee of the goods.

Mandate is also given to the Carrier to carry out operations referred to in Articles L.5422-19 of the Transport Code and 80 of the Decree of December 31, 1966, by a handling company under the exclusive responsibility of the latter, acting on behalf of the shipper, receiver or beneficiary of the goods. The effects or goods inside the Vehicles transported at the sole risk of the Merchant, without any liability on the part of the Carrier.

(2) Multimodal Transport

(a) As a rule, the Carrier who issued the Bill of Lading (NEOLINE) does not organize pre- and post-carriage or any type of Multimodal Transport the Carrier organizes Port-to-Port transport in accordance with Clause 5 (1). However, subject to a written agreement between the Carrier and the Merchant and in return for remuneration, the Carrier may exceptionally carry out Multimodal Transport in its capacity as agent of the Merchant. (Clause 5 (3)).

(b) In the event of Transport by rail or road in a country other than the United States, the Carrier's liability will be determined in accordance with the law of that country and/or with any international convention made imperatively applicable by the laws of that country. In the absence of such laws or agreements, the provisions of Clause 5 (2) (f) will apply.

(c) In the case of Road Transport between European countries, the Carrier's liability will be determined in accordance with the Geneva Convention on the Contract for the International Transport of Goods by Road (CMR) of May 19, 1956; and in the case of Rail Transport between European countries, the Carrier's liability will be determined in accordance with the Berne Convention concerning International Rail Carriage (CIM) of February 25, 1961 (or any amendment to these Conventions).

(d) In the event of Multimodal Transport from, to, or within the United States, and provided the Goods are in the custody of the Carrier or any Substitute Carrier, such Multimodal Transport will be governed by the provisions of Clause 5 (1).

(e) Assuming that Clause 5 (1) would not be applicable to such Multimodal Transport to, from or within the United States, the Carrier's liability will be governed by and subject to the terms and conditions of the Bill of Lading issued by the Substituted Carrier and/or when applicable under the terms and conditions of the ICC Uniform Bill of Lading as well as at the Substituted Carrier's rate which will be incorporated into this Bill of Lading in its entirety. Notwithstanding the foregoing, in the event that a specific contract of Transport has been concluded between the Carrier and any Substitute Carrier, this Multimodal Transport will be governed by the terms and conditions of this contract, which will be incorporated in its entirety into this Bill of Lading ; copies of such contract(s) will be made available to the Merchant, upon request, at any of the Carrier's agencies.

(f) Except as provided in Clauses 5 (2) (a) to (d) above, and in accordance with Clause 5 (1), the Hague Rules will be applicable to Multimodal Transport outside the United States, where COGSA is not necessarily applicable.

(g) The Carrier will nevertheless be exonerated from any liability for loss or damage occurring during the Transport, if such loss or damage results from any unavoidable cause or event, the consequences of which the Carrier could not have prevented by exercising due diligence. Otherwise, the Carrier's maximum liability under this Clause 5 (2) (f) will be one Euro (€) per Kg of lost or damaged Goods.



(3) Mandate

Whenever the Carrier agrees to perform, at the Merchant's request, any act or operation not initially provided for and/or mentioned in the Bill of Lading, he will act as the Merchant's agent and will not be held liable for any damage, loss or damage to the Goods arising during the acts or operations carried out or any other loss. If the Carrier is denied agent status for the acts or operations described above, its liability for any damage, loss or delay will be determined in accordance with the provisions of this Bill of Lading.

(4) Subrogation

In the event of loss or damage, the Carrier will be subrogated by operation of law in all the Merchant's rights against all Third Parties, including Substitute Carriers or any other subcontractor, in connection with the payment of any claim by the Carrier to the Merchant

(5) Conflict of laws

With the exception of cases where the provisions of Clause 5 above prevail, when two or more international conventions and/or national laws are applicable to this Contract of Transport, under any law or the terms of this Bill of Lading, will be applied, by mutual agreement between the Carrier and the Merchant, the international convention or national law in force in the country where the legal action is taken.

ARTICLE 6. CLAIM NOTIFICATION AND ACTION TIMEOUT

The Goods will be deemed to have been delivered as described in the Bill of Lading, in the absence of precise and reasoned reservations describing in detail the nature of the loss or damage to the Goods notified in writing to the Carrier at the port of unloading or place of delivery prior to or at the time of delivery of the Goods, or within three days (3) following delivery in the event of loss or damage that is not apparent. In all cases, the Carrier and its Subcontractors will not be liable for non-delivery, mis-delivery, delay, loss or damage, unless legal action is taken within one year (1) of delivery of the Goods, or the date on which the Goods should have been delivered.

ARTICLE 7. LIABILITY CLAUSES

(1) Basis of compensation

Without prejudice to any other limitation of liability applicable under article 5 above, the basis for compensation will be limited to the value of the damaged or lost Goods (excluding taxes, customs duties, insurance premiums, freight and in-store resale value). The value of the Goods will be determined by reference to the commercial invoice or customs declaration. Under no circumstances may the Carrier be held liable for indirect damage of any kind or for loss of profit.

(2) Ad Valorem

The Merchant acknowledges and accepts that the Carrier has no knowledge of the value of the Goods, and that no compensation greater than provided for in this Bill of Lading may be claimed, unless the value of the Goods has been declared by the Shipper on the Bill of Lading and the additional freight paid before the start of the Transport, with the agreement of the Carrier. In this case, the amount of the declared value will replace the limits provided for in this Bill of Lading and any partial loss or damage will be settled pro rata to this declared value. In any event, compensation won't exceed the actual commercial value of the Goods as defined in Article 7 (1) of the Bill of Lading.

(3) Delay

The carrier does not guarantee that the goods will arrive at the port of discharge or the place of delivery on a specific date or for specific use. Under no circumstances, it won't be responsible for any loss, direct or indirect damage, or harmful consequences resulting from a delay. If, notwithstanding the General Terms and Conditions of Sale of this Bill of Lading, the Carrier is declared liable and obliged to compensate the loss suffered in the event of delay, the Merchant irrevocably accepts that the Carrier's liability is limited to the amount of the Freight, excluding local charges incurred and/or demurrage.

(4) Limitation of Liability under US COGSA

In the event that this Bill of Lading covers Transport to or from the United States, and unless the nature and value of the Goods have been declared in accordance with the provisions of Article 7 (2) above, the Carrier's liability will be limited to US\$500.00 per container, parcel, package, pallet or other unit, or, if the Goods have not been loaded in packages, US\$500.00 per unit.



ARTICLE 8. MERCHANT AND SHIPPER LIABILITY

- (1) All persons having the status of Merchant, as defined in Clause 1, will be indefinitely and jointly and severally liable to the Carrier for the proper fulfilment of the obligations undertaken by the Merchant under this Bill of Lading, even in the event of transfer of the Bill of Lading, in any way, to any other Person. Such liability must include but not be limited to court costs and reasonable attorneys' fees included in all sums due to the Carrier.
- (2) The Merchant warrants that he has verified, at the time of delivery of this Bill of Lading, the particulars relating to the Goods, and that these particulars, and all other elements supplied by or on behalf of the Shipper, are accurate. The Merchant also warrants that the Goods are lawful and not contraband.
- (3) The Merchant shall indemnify the Carrier against all losses, damages, fines, and expenses resulting from the imprecision or inaccuracy of the information referred to in Clause 8 (2) or any other cause relating to the Goods for which the Carrier is not responsible.
- (4) The Merchant undertakes to comply with all regulations and requirements of customs and port authorities, as well as all applicable anti-corruption laws. This includes the United Nations Convention against Corruption (2005), the U.S. Foreign Corrupt Practices Act 1977 and the U.K. Bribery Act 2010. Furthermore, the Merchant must comply with regulations concerning economic sanctions, particularly those issued by the United States, the European Union and the United Nations. The Merchant warrants that it is not owned or controlled by any entity on the U.S., European or United Nations sanctions lists. In the event of non-compliance with the above regulations or requests, the Merchant will bear all duties, taxes, fines, impositions, expenses, and losses, including additional freight. Furthermore, if illegal, incorrect, or insufficient goods or substances are discovered in the container, the Merchant will indemnify the Carrier accordingly.
- (5) The Merchant is obliged to return the empty, cleaned, and unmarked Container to the designated location within 60 days following the delivery. Failing this, the Carrier may consider the Container lost. The Merchant will then indemnify the Carrier for all expenses or losses incurred, including the market value of the Container or any sum owed by the Carrier to the lessor. The Carrier has the right to request a deposit from the Merchant upon delivery of the Container. This guarantee will cover all sums due to the Carrier, particularly freight, demurrage charges on the Container and the indemnity mentioned above and may be retained in whole or in part by the Carrier. Under no circumstances will this deposit generate legal or contractual interest.
- (6) Containers handed over to the Merchant for stuffing and unstuffing, or for any other purpose, are left at the sole risk of the Merchant while in his custody. The Merchant will indemnify the Carrier for any loss and/or damage to the Containers during this period. The Merchant is deemed to know the dimensions of any Container delivered to him.

ARTICLE 9. NON-VESSEL-OPERATING CARRIER (NVOCC)

If this Bill of Lading is accepted by a Merchant, acting as a non-vessel-operating Carrier (NVOCC), and having or intending to issue other contracts of Transport to third parties relating to the Goods or any part of the Goods, the NVOCC warrants that all contracts of Transport issued by it will incorporate the Terms and Conditions of this Bill of Lading. The NVOCC agrees to indemnify the Carrier, its servants, agents and Subcontractors, for any consequences resulting from the failure to incorporate these Terms and Conditions.

ARTICLE 10. GOODS DESCRIPTION

- (1) This Bill of Lading is the proof that the Carrier has taken charge of the total number of containers, or any other packages or loading units mentioned in the section entitled "Total number of Containers or Packages received by the Carrier" of the Bill of Lading, unless otherwise indicated. Containers, packages or loading units mentioned are deemed to be in apparent good condition, unless otherwise stated.
- (2) Except as provided in Clause 10 (1), the Carrier declares that it has no knowledge of the weight, contents, measurements, quantity, quality, description, condition, marks, number or value of the Goods. Par conséquent, le Transporteur ne sera tenu d'aucune responsabilité pour ces descriptions ou mentions.
- (3) Any reference to a documentary credit, an import license, a sales contract, an invoice, an order number or any other element of a contract to which the Carrier is not a party, mentioned on the back of this Bill of Lading, is included only at the Merchant's request and for his convenience. The Merchant acknowledges that this information does not constitute an indication of value and does not in any way engage the responsibility of the Carrier. Furthermore, the Merchant agrees to indemnify the Carrier against all consequences resulting

from the insertion of such particulars in the Bill of Lading. The Merchant also acknowledges that, except for the application of Clause 7 (2), the Carrier has no knowledge of the value of the Goods.

- (4) The Shipper warrants that it has verified at the time of delivery of this Bill of Lading the particulars relating to the Goods, and that such particulars, and all other information provided by or on behalf of the Shipper, are accurate. The Shipper also warrants that the Goods are lawful and not contraband.
- (5) Without prejudice to the rights and exemptions provided for in the Bill of Lading – and without prejudice to any losses, damages, fines and expenses caused or incurred by the Carrier for which it may always seek compensation under Article 10 of the Bill of Lading – in the event of failure by the Shipper to comply with the provisions of clause 10 (4), the Shipper will pay the Carrier a lump sum of USD 2,000 for administrative and operational costs incurred.

ARTICLE 11. GOODS DESCRIPTION AND NOTIFICATION

In accordance with the Hague Rules. The Carrier, its agents and employees will in no case be held responsible for insufficient packing, inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for defective delivery or misrouting caused by erroneous, illegible, or insufficient marks, countermarks or numbers, nor for failure to notify the receiver of the arrival of the Goods, despite port customs to the contrary. To be considered sufficient, the marks and identification of the port of destination must have been inscribed on each package by the shipper, in an easily legible and durable manner, in letters and numbers at least ten (10) centimeters high and indicate the name and address of the consignee of the goods. The costs associated with these anomalies will be borne by the Merchant.

The declaration of measurement, weighing and counting is carried out under the responsibility of the merchant/loader.

ARTICLE 12. GOODS INSPECTION

(1) In the event of opening of a container for inspection of the goods by order of any authority whatsoever, the Carrier will not be held responsible for any loss or damage caused by opening the container, depositing, inspecting, or stuffing. However, the Carrier may recover the costs of these operations from the Merchant.

(2) By entrusting the Goods to the Carrier, the Merchant gives his consent to the Carrier to open the Container at his own convenience and inspect the Goods. If the Merchant makes a false declaration concerning the goods, the Carrier may suspend Transport at any time in accordance with clause 24 below.

(3) Under no circumstances will the Carrier be liable for any loss, damage or delay resulting from actions taken under this clause.

ARTICLE 13. STATE OF GOODS AFFECTING TRANSPORT

If, due to their condition, the goods cannot be transported safely or will not be able to continue the journey without incurring additional costs or taking special measures carrier may without notice (and as agent only) take any action and/or incur any additional expense to carry or continue the Transport concerned, and/or abandon the Transport and/or sell or dispose of the goods and/or store them on land or on board, under cover or not in any place, as Carrier will deem most appropriate. Such departures, sales or assignments will be deemed regular delivery in accordance with the Terms and Conditions of such transaction. The Merchant will indemnify the Carrier for any additional expenses so incurred.

ARTICLE 14. MULTIPLE BILLS OF LADING

(1) For any groupage container the Goods will only be delivered to the Merchant if all the Bills of Lading concerning the Goods placed in the Container have been handed over to the Carrier, which will enable it to deliver to a single Merchant and a single delivery location. If this is not the case, the Carrier will have the option of depositing the Container and, in respect of Goods for which Bill of Ladings have been issued, to deliver them to the Merchant on an LCL basis. Conforming delivery will be made in exchange for payment by the Merchant of all costs relating to the LCL Goods (as defined in the Tariff), as well as the costs actually incurred for any additional services provided.

(2) If this Bill of Lading concerns a Groupage Container, as shown by a special note on the front of the document, the Goods described on the front side correspond to part of the Goods grouped together in the Container. If the Carrier is requested to deliver the Goods to more than one Merchant and if all or part of the Goods in the Container consist of Bulk Goods or Undetermined Goods, or are likely to be mixed, unmarked, unidentifiable,



Bill of Lading holders must carry out delivery (including any damaged parts) and bear any shortage in the proportions determined by the Carrier at its sole discretion. ; such a delivery will constitute a conforming delivery.

ARTICLE 15. CARRIER'S TARIFF

If possible, the Carrier has established a tariff in force for the Transport (hereinafter referred to as the "Applicable Tariff"). The terms and conditions of such Applicable Tariff are included in this Bill of Lading. The Merchant pays particular attention to demurrage measures for containers and vehicles. Copies of the provisions of the Applicable Tariff may be obtained from the Carrier or its agents upon request or from the Carrier's website. In case of discrepancy between the Bill of Lading and the Applicable Tariff, the Bill of Lading will prevail.

ARTICLE 16. CONTAINERS STUFFED BY THE SHIPPER

If a Container has not been packed by or on behalf of the Carrier:

- (1) The Carrier shall not be liable for any loss or damage to the Goods caused by:
 - (a) The unsuitability of the Goods for Transport in the Container supplied, or
 - (b) The way the Goods have been packed, bundled, stowed or secured, or
 - (c) The unsuitability, defective condition of the Container, or improper adjustment (ventilation or refrigeration system), provided that, if the Container was supplied by or on behalf of the Carrier, such unsuitability or defective condition could have been detected by an inspection of the Merchant prior to or during the stuffing of the Container.
 - (d) Stuffing of refrigerated Goods which are not at the correct temperature for Transport or incorrect temperature indexing by the Shipper, or
 - (e) Condensation.
- (2) The stuffing and sealing of any Container are the responsibility of the Shipper. Where a Container stuffed by the Shipper is delivered by the Carrier with the seal intact, the Carrier shall not be liable for any shortage of goods found on delivery.
- (3) The Merchant shall compensate the Carrier for any loss, damage, prejudice, or expense whatever its origin resulting from one or more of the cases referred to in Clause 16 (1). However, if the loss, damage, prejudice, or expense results from the case referred to in Clause 16 (1) (c), the Merchant shall not be obliged to indemnify the Carrier, unless he could have detected the unsuitability or defective condition of the Container.

ARTICLE 17. FREIGHT

- (1) Freight is due in full of the time of reservation of the Transport of the Goods with the Carrier or its agent or any other representative and is acquired at any event. In the event of cancellation of the Transport by the Merchant, the latter shall owe the Carrier, its agent, successor or assignee, an indemnity equal to the amount of the Freight including charges, costs and expenses incurred by the Carrier because of such cancellation.
- (2) Freight is calculated based on information provided by, or on behalf of, the Shipper. If the elements provided by or on behalf of the Shipper are incorrect, contractual compensation will be paid to the Carrier as liquidated damages, in accordance with the Applicable Tariff. Freight is taxed by weight, volume, value, or number, at the Carrier's discretion, and in all cases payable in the currency specified in the Bill of Lading. The unit of measure used in the Bill of Lading is the Paying Unit (P.U.). After verification, any goods identified as being of a different container, of a higher weight or volume than those declared by the Merchant on the Bill of Lading will be subject to double freight in terms of weight, quantity, and volume, despite the specific provisions of the liner conferences.
- (3) The Merchant's attention is drawn to the provisions of the Applicable Tariff concerning the currency of payment of the Freight, the rate of exchange, devaluation and all other elements relating to the Freight.
- (4) The Merchant shall be bound to pay in full the Freight to the Carrier, its agent, representative, assign or transferee, in connection with the Transport subject to this Bill of Lading, on the date specified in this contract or in accordance with the terms granted to him, without any deduction or set-off, notwithstanding any counterclaim or stay of execution prior to delivery of the Goods. Furthermore, the Merchant agrees to waive any possibility or right to set-off the amount of the Freight against any other amount due or which may become due on the basis of any action in contract or tort, which he has or may have against the Carrier, his sub-contractors, agents, officers, employees or assignees, whether or not such claim relates to the Transport subject to this Bill of Lading and without prejudice to his right to bring a claim in court.



- (5) Any Person appointed by the Merchant to arrange shipment of the Goods shall be deemed to be the exclusive agent of the Merchant and no payment of Freight to such Person shall be deemed to be a payment to the Carrier. Similarly, any failure by such Person to pay any part of the Freight to the Carrier shall be deemed a default in payment by the Merchant.
- (6) If the Merchant fails to pay the Freight by the due date, then, without prejudice to any other right or remedy available to the Carrier, the Carrier may, at its discretion, either:
 - (i) Postpone performance of its own obligations until the Freight has been paid in full;
 - (ii) Terminate the contract upon expiry of seven (7) calendar days' written notice from the Carrier to the Merchant without effect.
 - (iii) Charge the Merchant interest on the unpaid amount, by applying per semester, for the first semester of the year concerned, the interest rate of the European Central Bank in force on January 1st of the said year and that in force from July 1st for the second semester of the said year, increased by ten (10) percentage points, until full payment (part of a month being treated as a full month) plus a flat-rate indemnity of forty (40) euros for collection costs per invoice issued;If the Merchant is in arrears with payment, the Carrier may also request payment prior to shipment for any new deliveries or suspend or cancel the contract or any booking order in progress, whatever terms may have been agreed, without having to assume any liability whatsoever. Whichever option is chosen, the Merchant shall bear all legal, bailiff and court fees incurred by the Carrier for the recovery of unpaid Charges.
- (7) Any credit granted by the Carrier to the Merchant shall be subject to the Carrier's General Credit Conditions.
- (8) The Carrier may assign its rights in respect of Freight and other claims without the prior consent of the Merchant.

ARTICLE 18. LIEN

The Carrier, its servants or agents have a lien on the Goods (including any associated documentation). The Carrier, its servants or agents also have the right to sell the Goods, either by private sale or by public auction. This privilege applies to all Freights (including additional Freights under Clause 17 as well as demurrage, false Freights, pre-transport or inland transport costs, demurrage, demurrage on the Container, parking charges, detention charges, salvage contribution and general average. In addition, the Carrier may claim all costs and expenses incurred because of the exercise of this lien, as well as any debt owed by the Merchant to the Carrier.

Without prejudice to the foregoing, the Carrier shall be entitled to exercise its lien on the Merchant's cargo, for any of the above-mentioned events, even if they concern post Transport, pre-Transport, and/or overland Transport whatsoever and/or any means intended to implement such Transport and any storage. The Carrier shall also have a lien on the Goods carried under this Bill of Lading, in payment of all sums (including Freight) due in respect of other Transport performed by the Carrier. If, for a reasonable period, no claim is made for the return of the Goods, or if, in the Carrier's sole discretion, such Goods are likely to deteriorate or lose value, then the Carrier shall have the option of auctioning, selling, or abandoning such Goods at the sole expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due by him to the Carrier and the amount obtained by the exercise of the rights conferred upon the Carrier under this Clause.

ARTICLE 19. SHIP'S BAG

The registration and routing of commercial documents by the Carrier at the Merchant's request are conducted without any liability on the part of the Carrier for the direct or indirect consequences which may result from their deterioration, loss, delay, incorrect delivery, routing error or any other cause. The Merchant declares that he is aware of and accepts these conditions.

ARTICLE 20. LIVE ANIMALS

The Hague Rules do not apply to the Transport of live animals which are carried at the sole risk of the Merchant. The Carrier shall not be liable for any injury, illness, death, delay, or destruction however caused. If, in the discretion of the Captain, any animal is likely to cause damage to any person, other animal or property on board, delay the vessel or prevent the continuation of the voyage, such animal may be slaughtered and thrown overboard without liability to the Carrier. The Merchant shall compensate the Carrier for any additional expenses incurred in transporting the live animal.

ARTICLE 21. PERISHABLE GOODS



- (1) Perishable Goods shall be carried in ordinary Containers without protection, precaution, or any other specific measures unless it is stated on the reverse side of this Bill of Lading that the Goods shall be carried in a refrigerated, heated, electrically ventilated or other specially equipped Container, or shall receive special attention. The Merchant undertakes not to hand over to the Carrier any Goods stuffed into Containers by himself or on his behalf without having previously notified the Carrier in writing of the nature of such Goods and of the temperature to which the set point of the Container is to be adjusted. The Merchant undertakes to ensure that the Goods are correctly stuffed into the Container and that the Container set point is correctly adjusted prior to receipt of the Goods by the Carrier and, if necessary, that the cargo is pre-cooled prior to loading into the Container.

The Merchant's attention is drawn to the fact that Refrigerated Containers are not designed to cool cargo which has not been as previously mentioned packed at the proper temperature and the Carrier shall not be liable for the consequences of any Goods arriving at a temperature higher than that required for Transport. If the above recommendations are not observed the Carrier shall not be liable for any loss or damage to the Goods.

- (2) The Merchant is free to use his own temperature recording system inside the Container. The Carrier shall be under no obligation to transmit to the Merchant, or to any other Person, the data extracted from the Container's system.
- (3) The Carrier shall under no circumstances be liable for damage caused by condensation.
- (4) The terms "apparent good condition and packing" when used in this Bill of Lading in reference to Goods which require cooling do not mean that the Carrier, on receipt of the Goods, has verified that they are at the correct temperature.

ARTICLE 22. DANGEROUS GOODS

- (1) No Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which may damage any property whatsoever, shall be delivered to the Carrier without its written consent, and without the Containers or packages containing such Goods and the Goods themselves having been packed and distinctly marked externally, so as to indicate their nature and dangerous character, and thus comply with any law, regulation or instruction applicable to such Goods. If such Goods are handed over to the Carrier without his written consent and/or without marking, or if in the opinion of the Carrier they are or may become dangerous, inflammable, or damaging, they may at any time be destroyed, sold, abandoned, or rendered harmless, without compensation to the Merchant and without prejudice to the Carrier's rights to payment of Freight. In all cases, the Carrier reserves the right to accept or refuse loading of any kind of goods likely to damage any property whatsoever, without the Merchant being entitled to claim any compensation whatsoever.
- (2) The Merchant undertakes to provide the Carrier with all adequate, complete, and up-to-date information as to the nature, dangerousness, and manner of packing, storing and transporting the Goods, and warrants that such Goods have been properly packed, stowed and packed so as to bear the risks of the Transport, having regard to their dangerous nature and in accordance with the laws or regulations applicable to the Transport.
- (3) Whether or not the Merchant has knowledge of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, or expenses resulting from the Transport of such Goods.
- (4) Nothing in this Clause shall have the effect of depriving the Carrier of any rights otherwise provided.

ARTICLE 23. MEANS OF TRANSPORT AND ROUTES

- (1) The Carrier may at any time, and without prior notice to the Merchant:
 - (a) Use any means of Transport whatsoever.
 - (b) Transfer the Goods from one means of Transport to another, including transshipping or transporting them on a Vessel other than the one designated overleaf,
 - (c) Remove Goods from a Container and reshipe them in another Container or by any other means,
 - (d) Follow any route of its choice (whether or not it is the shortest, most direct, usual, or advertised route) at any speed whatsoever, to any place or port whatsoever and to put in once or several times and in any order,
 - (e) To load or unload the Goods at any place or port (whether or not such port is mentioned on the reverse side as a port of loading or unloading) and to store the Goods in such place or port, to comply with any orders or recommendations given by any governmental or public authority or any Person acting on their behalf or entitled to give such orders or recommendations under the terms of the insurance policy



covering the means of transport used, to allow the Vessel to sail with or without pilots, to tow or be towed or to go into dry dock.

- (f) Comply with any order or recommendation given by any government or authority, or any person acting or purporting to function as or on behalf of such government or authority, or having, by virtue of any insurance on any conveyance employed by the carrier, the right to give orders or directions.
 - (g) Permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked.
- (2) The Carrier may invoke the faculties offered in Clause 23 (1) in all situations, whether or not related to the Transport of goods. These faculties include loading or unloading of other goods, bunkering, repairs to the vessel, adjustment of instruments, embarkation, or disembarkation of any person, whether or not involved in the operation or maintenance of the vessel, as well as assistance to the vessel under any circumstances. Any action taken pursuant to Clause 23 (1) and any delay resulting therefrom shall not be deemed a breach of contract.
- (3) If the Merchant, at the time of delivery of the Goods to the Carrier, does not request in writing, Transport in a specialized Container or Transport other than in a Container, he accepts that the Goods be carried in a general-purpose Container.

ARTICLE 24. EVENTS AFFECTING TRANSPORT

If, at any time, the Transport is, or is likely to be, affected by any obstacle, peril, delay, epidemic or threat of epidemic, quarantine, blockade, war, disturbance, riot, strike, slowdown, stoppage or obstruction of work for any reason whatsoever, boycott, or any difficulty or hindrance of any kind (other than the inability of the Goods to be carried properly and safely) and howsoever caused (even if such hindrance, peril, delay, difficulty, or hindrance already existed at the time of the conclusion of this contract or at the time of acceptance by the Carrier) the Carrier, whether or not the Transport has commenced, may without notice to the Merchant and at its option, either:

- (a) Carry the Goods to the intended port of discharge or place of delivery, by a route or means other than that indicated on the Bill of Lading, or than that usually used. In such cases, the Carrier shall be entitled to payment of the additional Freight as determined, or
- (b) Suspend the Transport of the Goods and store them ashore or afloat in accordance with the General Conditions of Sale of this Bill of Lading and use reasonable means to reship them as soon as possible. However, the Carrier makes no commitment as to the duration of the suspension or the reshipment period. In such event, the Carrier shall be entitled to payment of the additional Freight as determined by it, or
- (c) Abandon the Transport of the Goods and place them at the disposal of the Merchant at any place or port which the Carrier considers safe and appropriate. The Carrier's liability in respect of such Goods shall cease upon such making available. However, the Carrier shall be entitled to all Freight relating to the Goods received for Transport, and the Merchant shall pay any additional expenses of Transport to the place of readiness, including any additional costs of delivery and storage at such place.

If the Carrier decides to use an alternative route under Clause 24 (a), or to suspend the Transport under Clause 24 (b), such decision shall not prejudice his right to subsequently abandon the Transport under Clause 24 (c).

ARTICLE 25. NOTICE OF ARRIVAL AND DELIVERY

- (1) Any reference in the Bill of Lading to Persons to be notified of the arrival of the Goods is for the Carrier's information only, and failure to give such notice shall not give rise to any liability on the part of the Carrier and shall not relieve the Merchant of the obligations hereunder.
- (2) The Merchant shall take delivery of the Goods within the time specified in the Carrier's Applicable Tariff (see Clause 15). If the Merchant fails to do so, the Carrier may, without notice, unload the Goods contained in containers and/or store them ashore, afloat, on a quay or under a shed, at the sole risk of the Merchant. Such storage shall constitute proper delivery of the Goods, from which time the Carrier's liability in respect of the Goods shall cease in full. All resulting costs (if paid or to be paid by the Carrier or its agent or Sub-Contractor) shall be paid by the Merchant to the Carrier on first demand.
- (3) The Merchant shall be fully liable for all costs, expenses or indemnities resulting from his action or omission which may directly or indirectly prevent or jeopardize the unloading or delivery of the Goods.
- (4) If the Merchant does not take delivery of the Goods within ten (10) days from the time when delivery should have been made or if in the opinion of the Carrier they are likely to deteriorate, spoil, lose their value or incur



storage or other charges in excess of their value, the Carrier may, without prejudice to any other rights it may have against the Merchant, without prior notice and without incurring any liability thereby, sell, destroy or dispose of the Goods, and apply any proceeds of sale against sums due to it from the Merchant under this Bill of Lading.

- (5) Refusal by the Merchant to take delivery in accordance with the terms of this Clause and/or to minimize any loss or damage shall constitute a waiver by him of any claim whatsoever in respect of such Goods or their Transport.

When the Goods are at quay, under hangar or in warehouse, before loading or after unloading, they are under the Merchant's responsibility, at his own risk, in accordance with the provisions of Clause 5 (1).

ARTICLE 26. GENERAL AVERAGE AND SALVAGE

- (1) In case of accident, danger, damage, or disaster, occurring before or after the commencement of the voyage and resulting from any cause whatsoever, including negligence, the Merchant will contribute with the Carrier to the settlement of all general average sacrifices, losses or expenses and will pay salvage and special expenses incurred in respect of the Goods. All general average or salvage expenses incurred to avoid environmental damage shall be deemed general average expenses.
- (2) Any general average on a vessel operated by the Carrier will be settled in accordance with the York and Antwerp Rules, 1994, adjusted to the place of the Carrier's choice and in the currency of his choice. In either case, the Merchant shall remit prior to delivery if requested by the Carrier or the operator, a provisional contribution in cash or any other security which the Carrier or the operator shall consider sufficient to cover the estimated contribution of the Goods to general average prior to delivery if requested by the Carrier or the operator or, if the Carrier or operator does not so request, within three months of delivery of the Goods, whether or not the Merchant has been notified of the Carrier's or operator's lien at the time of delivery. The Carrier shall not be bound to exercise its lien for general average contributions due to the Merchant.
- (3) Conversion into the adjustment currency will be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of unloading of the Vessel for allowances, participation values, etc., as the case may be.
- (4) If an assisting Vessel is owned or operated by the Carrier, the assistance will be remunerated in the same manner as if third parties had owned the assisting Vessel(s).
- (5) In cases where the Master considers that assistance services are required, the Merchant agrees that the Master will act as his agent to provide such services to the Goods, and that the Carrier will act as his agent to pay the assistance compensation.
- (6) Should the Merchant oppose or contest the payment of the contribution relating to general average, salvage, salvage charges and / or special charges relating to the Goods; or should his payment of the contribution fail during the period of three (3) months from the general average settlement report : the Merchant will be liable for default interest, from the end of this three (3) month period and equivalent to 2% per annum above the legal interest rate of the place where such adjustment is declared, in addition to the sums due in respect of the general average contribution.

ARTICLE 27. BOTH-TO-BLAME COLLISION

If the Vessel collides with another Vessel due to the negligence of such other Vessel and any act, neglect, default of the master, captain, crew member, pilot or employee of the Carrier in the navigation or management of the Vessel, the Merchant shall indemnify the Carrier against any loss or liability to the other Vessel or its owner to the extent that such loss or liability relates to loss, damage or any claim of the Merchant paid or payable by the other vessel or its owner to the Merchant and offset, recovered by the other vessel or its owner through the latter's claim against the Vessel or the Carrier. This article shall also apply irrespective of the type of Cargo or floating object with which the Vessel collides and in respect of any person in charge of such floating object.

ARTICLE 28. MODIFICATION OF THE CONTRACT

No servant or agent of the Carrier shall have authority to modify or cancel any of the terms of this Bill of Lading unless such modification or cancellation has been expressly authorized in writing by the Carrier.

ARTICLE 29. VALIDITY

If any provision of this Bill of Lading is not in conformity with an International Convention or a national law which cannot be derogated from by contract, the provision in question shall, but to that extent only, be deemed null and unwritten.

ARTICLE 30. APPLICABLE LAW

Except as otherwise provided in this Bill of Lading, any dispute arising out of the interpretation or performance of this Bill of Lading shall be settled in accordance with French law.

ARTICLE 31. JURISDICTION

All claims and actions arising between the Carrier and the Merchant in connection with the contract of Transport, represented by this Bill of Lading, shall be brought before the Commercial Court of Nantes, to the exclusion of any other jurisdiction. Notwithstanding the foregoing, the Carrier may also bring any claim or action before the jurisdiction of the place of the defendant's registered office.

