## **Bill of Lading - Terms and Conditions**

\$1 Definition Of Carrier And Carrier's Tariff

"Carrier' means Assen Seas Line Co., Lirrided. The terms and conditions of the Carrier's applicable Tariff are incorporated herein, with particular attention drawn to the terms and conditions relating to containers and vehicle demurrage. The provisions relevant to the publicable Tariff can be acquired from the Carrier or his Agents upon request. The Carrier's standard Tariff, can be accessed online at 1. In the case of any inconsistency between this Bill of Ladding and the applicable Tariff, this Bill of Ladding shall prevail, except in caser. I I in the case of any

applicable Tariff, this Bill of Lading shall prevail, except in cases relating to Freight.

§ Warrants warrants that in agreeing to the Terms and Conditions hereof he is, or has the authorty of, the Person owning or relating to Freight.

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Merchant, or at the piace and the interest yas mountained to the control of the Carrier of the the invoice value plus freight and insurance if paid.

4.1.5 In the event that the Bill of Lading has been issued in the USA or in a country making The Hague Rules applicable and this Bill of Lading covers a shipment from or to the USA COGSA shall apply. COGSA shall also be applicable before the goods are loaded on or after they are discharged from the vessel.

4.2 Multimodal transport

4.2.1 If the event that part of the multimodal transport is a shipment to or from the USA and the damage to or loss of the Goods occurs it the time between the loading at the Port of Loading and the discharging at the Port of Discharge the responsibility of the Carrier shall be determined in accordance with German law making the Hague Rules compulsarily applicable. COGSA however applies before the Goods are loaded on or after they are discharged from the vessel.

4.2.3 With respect to road Carriage between countries in Europe lability shall be determined in accordance with Cerman law (a.2.4 Unless notice of loss or damage be given in writing to the Carrier or his agent at the Port of Discharge before or at the time.of the removal of the Goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage is not apparent within seven days, such removal shall be prima facie evidence of the delivery the Carrier of the Goods into the custody of the Merchant, the Merchant must prove that the damage to or loss of the Goods at the time they were delivered to the Carriage.

4.2.5 Units award that the law which is annicable under Clause 5.2.1 is not mandatory and provides for liability Exceeding 2 SDRs

4.2.5 Compensation shall be calculated by reference to the value of the Goods at the time they were delivered to the Carrier for Carriage.

2 Carriage.

3 In the event that the law which is applicable under Clause 5.2.1 is not mandatory and provides for liability Exceeding 2 SDRs per Kilo. the maximum liability shall be 2 SDRs per Kilo.

4.2.7 If the stage of the Carriage during which loss or damage occurred is not known, the Carriers' maximum liability shall be 1 SDRs per Kilo.

4.2.8 The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 5.2.6 and 5.2.7 if it is provided that the damage resulted from an act or omission of the Carrier or his sevenants done with intend to cause damage, or recklessly and with knowledge that damage would probably result. However, if the loss or damage has occurred during the Carriage of Goods by sea to which maritime law applies, the Carrier is entitled to the benefit of limitation of liability as provided for inclause 5.2 dose to which maritime law applies, the Carrier is entitled to the benefit of limitation of liability as provided for inclause 5.2 dose to which maritime law applies, the Carrier is entitled to the benefit of limitation of liability as provided for inclause 5.2 dose to which maritime law applies, the Carrier is entitled to the Denefit of limitation of liability as provided for from an act or omission of the Carriage with intend to cause damage, or recklessly and with knowledge that damage would probably result.

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§ 5 maritime the Goods should have been delivered.

§ 6 Sundy Liability Provision of the Carriage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

§ 6 Sundy Liability Provision of the Carriage unless suit is brought within one year after delivery of the Goods in the event that suit is brought kills and counter than the court as provided for in Clause 24 and such court contrary to Clause 24.

Insight evisory rules are compusing applicable and the Carrier is nationally shall not exceed GBP 100 per package or unit.

8.2 COSGA

Nowthitstanding any of the foregoing to the contrary, in the event that suit is brought in a court in the USA and such court, contrary to Clause 24, accepts jurisdiction, then COSSA shall be compulsorily applicable to this contract of carriage if this Bill of Lading covers a shipment to or from the USA. The provisions set forth in COSSA shall also govern before the Goods loaded on or after they are discharged from the vessel. The Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit unless the nature and value of the Goods has been declared by the Merchant and inserted in writing on page 2 of the Bill of Lading and said Merchant shall have paid the applicable ad valoremfreight rate set forth in Carrier's Tariff.

6.3 Shipper's declared value

The Merchant agrees and acknowledges that the Carrier has not knowledge of the value of the Goods have been declared by the Merchant, agreed to by the Carrier and inserted into the Bill of Lading before shipment. In addition the applicable ad valoremfreight rate as set out in the Carrier's Tariff must be paid. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value. If the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the actual value, the Goods plus freight and insurance. Any references to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract, to which the Carrier is not a party when shown on page 2 of this Bill of Lading shall not be regarded as a declaration of value.

number and/or details of any contract, to which the Carrier is not a party when shown on page 2 of this Bill of Lading shall not be regarded as a declaration of value.

6.4 Limitation of Liability
It is hereby agreed by the Merchant, that the Carrier qualifies as a person entitled to limit liability under any Convention or Act pertaining to limitation of liability on maritime claims, whichever is applicable. The Carrier may be the shipowner, charterer (including a stot-charterer), manager or operator of the ship, or salvor rendering sevirices in connection with salvoy operations. It may claims are made against the Servants or Agents, they are entitled to avail themselves of the same limitation available to the Carrier.

6.5 Delay

Unless expressly agreed, the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier's shall not occumatances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is held responsible for the consequences of any delay, the Carrier's liability is limited to an amount equal to three times the Freight under the Contract of Carriage.

8.6 Sooge of Application and Exclusions

carriage. e of Application and Exclusions

6.6 Scope of Application and Exclusions 6.6.1 The fights, defenses, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in fort. 6.6.2 Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits. The Merchant shall indemnify the Carrier against any customs liabilities

6.5.2 Save as cherwise provided harein, the Carrier shall in to circumstance whatsoever and novesever anising beliable to rilect or indirect or consequential loss or damage or loss of profits. The Merchant shall indemnify the Carrier against any customs liabilities even if caused by loss of the goods.

§ 7 Shipper-Packed Containers
If a Container has not been packed by or on behalf of the Carrier
7.1 the Carrier shall not be liable for loss of or damage to the Goods caused by
7.1.1 the manner in which the Container has been packed or
7.1.2 the unsultability of the Goods for Carriage in the Container supplied or
7.1.3 the unsultability of the Goods for Carriage in the Container supplied or
7.1.4 packing refrigerated Goods that are not at the correct temperature for Carriage.
7.2 the Merchant at or prior to the time when the Container was packed or
7.1.4 packing refrigerated Goods that are not at the correct temperature for Carriage.
7.2 the Merchant shall indemnify the Carrier sagainst any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more matters referred to In Clause 7.
7.3 with regard to refrigerated cargoes, the Carrier shall be deemed to have fulfilled his obligations under the Contract of Carriage and shall have no liability whatsoever if such refigerated Goods are carried in a range of plus or minus 2,5 degrees centigrade in regard to any temperature indicated on page 2 of this Bill of Lading. The term "apparent good order and condition" when used in this Bill of Lading when the contract of Carriage as the temperature indicated on page 2 of the Bill of Lading.
Where a temperature is indicated the Carrier refrigeration does not mean that the Goods when received were verified by the Carrier as being at the temperature is indicated the Carrier undertakes that the Container is requipped to maintain the temperature set by the Merchant. The Merchant remains responsible for the consequences of any temperature irregularities prior to receipt or after delivery by the Carrier.

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7.4. Container with Goods packed by the Merchant shall be delivered to the Carrier with an intact high security seal in place, and the seal number noted in writing on this Bill of Lading by the Merchant. In the event the Container is not so sealed, the Carrier reserves the right, at Merchant's expense, to return the Container to the Merchant for resealing, or to affix a seal.

§ 8 Inspection of Goods

The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorized by the Carrier, shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. If, by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from the Merchant.

§ 9 Carriage affected by Conditions of Goods

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Goods and/or abandon the Carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier, in his absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading The Merchant shall inderning the Carrier against any additional expense so incurred.

§ 10 Description of the Goods

g to Description of the Goods

Shipper warrants to the Carrier that the particulars relating to the Goods as set out on page 2 offishs Bill of Lading have been colled by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful Goods and contain no contraband.

§ 11 Merchant's Responsibility

11.1 All the persons coming within the definition of Merchant in Clause 25 shall be jointly and severally liable to the Carrier for the Ilment of all obligations and warrantiles undertaken by the Merchant either in this Bill of Lading, or required by law. The Merchant ill indemnify the Carrier against all loss, damage, expenses and fines, arising or resulting from any breach of these obligations and received.

warranties.

11.2 The Merchart shall comply with all regulations or requirements of customs, ports and/or other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any filegal, incorrect, or insufficient marking, number or addressing of the Goods or the discovery of any drugs, narcotics, stowaways or other litegal substances within Containers packed by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

11.3 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, Merchant in responsible for returning the empty Containers, with interiors brushed and clean, to the point or place designated by the Carrier, his Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the Tariff, the Merchant but stompty with the requirements of the ISPS Code. If the Carrier is held liable by any State Authority or any other third goal with the Merchant must comply with the requirements of the ISPS Code.

ISPS Code
The Merchant must comply with the requirements of the ISPS Code. If the Carrier is held liable by any State Author of party the Merchant will indemnify and hold the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from any damages resulting from the violation of the Carrier harmless from the Car 12.1 The Merchant will indemnify and hold the Carrier harmless from any paragraph repulsion of the property of the Merchant will indemnify and hold the Carrier harmless from any paragraph repulsion of the related to security regulations. 12.2 The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations. 12.2 The Merchant undertakes to pay the Carrier property of the property of

ulting more a violeton on the force of the control of the Goods by the Carrier and shall be paid and non-returnable in any event. 13.1 Freight has been calculated and must be paid on the basis of particulars furnished by or on behalf of the Shipper. If the ticulars furnished by or on behalf of the Shipper are incorrect, liquidated damages must be paid to the Carrier, in accordance with the ticulars furnished by or on behalf of the Shipper are incorrect, liquidated damages must be paid to the Carrier, in accordance with the

Tariff.

All Freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final counterclaim.

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13.4 If the Merchant fails to pay the Freight when due, he shall be liable for all costs, liquidated damages in accordance with the applicable Tariff and in particular interest which accrue until payment.

particular sturdined by or on behalf of the Shipper are incorrect, iquidaded damages must be paid to the Carrier, in accordance with the applicable Tartif.

13.4. If the Merchant fails to pay the Freight when due, he shall be islable for all costs, iquidated damages in accordance with the applicable Tartif and in particular interest which accoust und polyment.

The Carrier shall have a lies on the Goods and any documents relating thereto for all sums payable by the Merchant to the Carrier under this or any other contract and for General Average contributions, to whomsoever due. The Carrier may searche his limit at any under this or any other contract and for General Average contributions, to whomsoever due. The Carrier may searche his limit at any under this or any other contract and for General Average contributions, to whomsoever due. The Carrier may searche his limit at any under this or any other contract and for General Average contributions, to whomsoever due. The Carrier has any the Carrier and Carri

§ 22 both-to-Stame Collision clause published by the Baltic and International Maritime Council and obtainable from the Carrier or his ents upon request is hereby incorporated into this Bill of Lading.
§ 23 Validity
23.1 In the event that anything herein contained is inconsistent with any applicable International Convention or national law which not be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but not further be null and id.

void. 2.2 Unless otherwise specifically agreed in writing between the Merchant and the Carrier, the Terms and Conditions of this Bill of Lading supersede ary prior agreements between Merchant and Carrier.

§ 24 Law and Jurisdiction

Except as otherwise provided specifically herein, any claim or dispute arising under this Bill of Lading shall be governed by the law of the HONGKONG and determined in the Hong Kong courts to the exclusion of the jurisdiction of the courts of any other place. In case the Carrier intends to sue the Merchant the Carrier has also the option to file a suit at the Merchant's place of business. In the event this clause is inapplicable under local law then jurisdiction and choice of law shall lie in either the Port of Loading or Port. of Discharge at Carrier's option.

§ 25 Definition

\*\*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.

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means the party named on page 2 of this Bill of Lading.
means the international Agreement on Railway Transports, dated 25th February 1961 or any amendments to this Convention

"CIM" means the international Agreement on Railway Transports, dated 25th February 1961 or any amendments to this Convention or Agreement.

"COISA" means the United States Carriage of Goods by Sea Act.

"COIR" means the Convention on the Contract for the International Carriage of Goods by Road, dated 19th May 1956.

"Container" includes any container, trailer, transportable tank, flat, or any similar article used to consolidate goods and any equipment thereof or connected thereto.

"FCL means a bill container load.

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"FCL means in the contract of the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"GBP" means the official currency Great Britain Pound.

"Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or 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 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th Pebruary, 1968.

"ISPS-Code means the International Ship and Port Facility Security Code, dated 12" December 2002.

"LCL means a less container load."