



Swire Shipping Pte. Ltd.
Terms and Conditions of Carriage
Electronic copy available at na.swireshipping.com
for and on behalf of the Ocean Carrier

1. DEFINITIONS

In this Bill of Lading the word:

"Authority" means any duly constituted legal or administrative Person, which exercises jurisdiction or has authority within any nation, state, municipality or port.

"Carrier" means Swire Shipping Pte. Ltd.

"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.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

"Container" includes any container, trailer, transportable tank, ISO Tank container, refrigerator or reefer container, flat rack container or pallet, or any similar article used to consolidate goods and any ancillary equipment.

"CIM" means the Contract for International Carriage of Goods by Rail.

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

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

"Goods" means the whole or any part of the cargo received from the Merchant and includes the packing and 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 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying said Rules as amended by said Protocol).

"Holder" means any Person for the time being in possession of (or entitled to the possession of) this Bill of Lading.

"Indemnify" includes defend, indemnify and hold harmless whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

"Merchant" includes any Person who at any time has been or becomes the Shipper, Holder, Consignee, Receiver of the Goods, any Person who owns or is entitled to the possession of the Goods or of this Bill of Lading and any Person acting on behalf of any such Person.

"Ocean Transport" means the transport of Goods from port-to-port only.

"Person" includes an individual, group, company or other entity.

"Place of Delivery" means any place, other than the Port of Discharge, at which the Goods are being placed in the care and custody of the Merchant after Carriage under this Bill of Lading.

"Place of Receipt" means any place, other than the Port of Loading, at which the Goods are placed under the care and custody of the Carrier for the purpose of Carriage under this Bill of Lading.

"Port of Discharge" means any port at which the Goods are discharged from any Vessel (which may be either a feeder vessel or an ocean vessel and is not necessarily the Vessel named overleaf) after Carriage under this Bill of Lading.

"Port of Loading" means any port at which the Goods are Loaded on board any vessel (which may be either a feeder vessel or an ocean vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading.

"Port-to-Port" arises if the Carriage is not Combined Transport.

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

"Shipped on Board" refers to the Container(s) listed that has been packed with Goods. .



"**SOLAS**" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time.

"**Sub-Contractor**" includes (but is not limited to) owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road, air and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage and sub-sub-contractors thereof.

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

"**Vessel**" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel or an ocean vessel.

"**VGM**" means verified gross mass obtained by one of the methods as described at Chapter. VI, Part. A, Reg. 2 paragraph 4 of SOLAS 1974 (as amended from time to time) and the applicable regulations of the State of the loading port.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff, Detention and Demurrage are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to container and vehicle demurrage and detention. Copies of the relevant provisions of the applicable Tariff, Detention and Demurrage are obtainable from the Carrier or his agents upon request or on the Carrier's website. The Merchant is deemed to know and accept such Tariff. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms and conditions hereof they are, or have the authority of the Person owning or entitled to the possession of the Goods, and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY

4.1. The Carrier shall be entitled to Sub-Contract the Carriage on any terms whatsoever.

4.2. The Merchant undertakes that no claim or allegation shall be made against any Person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person or any vessel owned by any such Person, any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person or vessel shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for their benefit; and in entering into this contract, the Carrier, to the extent of these provisions, do so not only on their own behalf but also as agent and trustee for such Persons or vessel.

4.3. The provisions of Clause 4.2 including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

4.4. The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY – PORT-TO-PORT SHIPMENT

5.1. If Carriage is Port-to-Port, and is Carriage to, from or through a port in the United States of America, the provisions of clause 27 shall apply.

5.2. For all other Port-to-Port Carriage the liability (if any) of the Carrier for loss or damage to the Goods occurring from the time of loading at the Port of Loading until discharge at the Port of Discharge shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules, Articles 1-8 inclusive only.

5.3. The Carrier shall be under no liability whatsoever for loss or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides for any additional period of responsibility, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss or damage did not occur at sea.

5.4. In the event of the Goods being discharged at a port other than the Port of Discharge nominated in this Bill of Lading and forwarded to the nominated Port of Discharge by whatever means, the Hague Rules as referred to in Clause 5.2 shall continue to apply until delivery at the nominated Port of Discharge, notwithstanding that carriage may not be by sea.



5.5. The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from nuclear incident or nuclear damage occurring at any time howsoever arising.

6. CARRIER'S RESPONSIBILITY – COMBINED TRANSPORT

The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance of the Goods in the Carrier's care and custody or after the Carrier tendered the Goods at the Place of Delivery or Port of Discharge, whichever is applicable. The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

6.1. If the stage of the Carriage during which the loss or damage occurred is not known:

(a) The Carrier shall be relieved of liability if the loss or damage was caused by the following exclusions:

(i) an act or omission of the Merchant.

(ii) insufficiency of or defective condition of packing or marking.

(iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(iv) inherent vice of the Goods.

(v) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general.

(vi) a nuclear incident.

(vii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(viii) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen.

(ix) compliance with instructions of any Person entitled to give them.

(b) The burden of proof that the loss or damage was caused by an exclusion under Clause 6.1(a) shall rest upon the Carrier. If the Carrier establishes that the loss or damage could be attributed to one of the exclusions listed in Clause 6.1 (a)(ii), (iii) or (iv), it shall be presumed that it was so caused.

(c) Limitations of Liability Except as provided in Clauses 7.3 or 7.4, the Carrier's maximum liability under Clause 6.1 whatsoever and howsoever arising shall not exceed 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

6.2. If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding Clause 6.1 and subject to Clauses 15 and 16, the liability of the Carrier in respect of such loss or damage shall be determined, as follows:

(a) If the Combined Transport is to or from the USA the liability of the Carrier for loss or damage to the Goods while in the Carrier's care and custody shall be subject to US COGSA. US COGSA also applies before the Goods are loaded on or after they are discharged from the Vessel in the USA.,

(b) If Combined Transport is not to or from the USA, the liability of the Carrier for loss or damage to the Goods while in the Carrier's care and custody shall be determined by: –

(i) if the loss occurred during the sea Carriage, any national law making the Hague Rules compulsorily applicable, or in any other case in accordance with the Hague Rules, Articles 1-8, which cannot be contracted out of; and

(ii) if the loss occurred during any inland Carriage by road, the CMR, and if the CMR is not applicable, in accordance with the contract or tariff of the road haulier in whose custody the loss or damage occurred or in accordance with Clauses 6.1(a) and 6.1(c), whichever imposes lesser liability on the Carrier; or

(iii) if the loss occurred during any Carriage by rail, the CIM, and if the CIM is not applicable in accordance with the contract or tariff of the rail transport provider in whose custody the loss or damage occurred, or in accordance with Clauses 6.1(a) and 6.1(c), whichever imposes lesser liability on the Carrier.

6.3. If the Place of Receipt or Place of Delivery is not named on the face hereof subject to Clause 5

(a) if the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods howsoever occurring, if such loss or damage arises prior to loading onto the Vessel.



(b) if the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises subsequent to discharge from the Vessel.

6.4. Notice of Loss or Damage

Unless Clause 25 applies, the Carrier shall be deemed to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the Place of Delivery (or the Port of Discharge) before or at the time of 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 three working days thereafter.

6.5. Time-bar

Unless Clause 25 applies, the Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or, if the Goods are not delivered, ten months after the date of issue of this Bill of Lading.

7. SUNDRY LIABILITY PROVISIONS

7.1. Basis of Compensation

Unless Clause 25 applies, compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss or damage to the Goods, the sound value of the Goods is agreed to be the FOB/FCA invoice value plus freight and insurance if paid.

7.2. If the Goods are not subject to an invoice value the value of the Goods shall be determined according to the current commodity exchange price or if there is no such price, according to the current market price, or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

7.3. Hague Rules Limitation

If the Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, in determining the liability of the Carrier the liability shall in no event exceed £100 sterling per package or unit.

7.4. Ad Valorem

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Merchant prior to the commencement of the Carriage is stated in this Bill of Lading and extra Freight paid, if required. In that case the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.5. Delay

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 shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

7.6. Scope of Application

- (a) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage but also during the periods prior to and/or subsequent to the Carriage.
- (b) The rights, defences, 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 tort, and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.
- (c) Save as is otherwise provided for in this Bill of Lading, 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.

7.7. Inspection by Authorities

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 any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

8. MERCHANT-PACKED CONTAINERS

8.1. If a Container has not been packed by or on behalf of the Carrier, the Carrier shall not be liable for loss or damage to the Goods caused by:

- (a) the manner in which the Goods in the Container has been packed, stuffed or stowed, or



(b) the unsuitability of the Goods for carriage in the Container, or

(c) the unsuitability or defective condition of the Container, or the incorrect setting of any temperature, thermostatic or ventilation controls, or other special controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability, defective condition or incorrect setting could have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or

(d) packing temperature controlled Goods that are not at the correct temperature and/or with improper ventilation for Carriage, or

(e) shifting of any Container or shifting within any Container.

8.2. The Merchant is responsible for the packing and sealing of all Merchant -Packed Containers and warrants that the Goods are properly described, marked, secured, and packed; that any container or other unit used to consolidate the Goods, other than Carrier units, are seaworthy and physically suitable for carriage of such Goods and may be loaded, discharged and in all respects handled in the usual and customary manner. The Merchant warrants and agrees that the Carrier may assume that the Goods are packed in the best approved method for Goods of their type, and that the Carrier shall not be obligated to give them any care, handling or stowage beyond that appropriate to Goods so packed. If a Merchant-Packed Container is delivered by the Carrier with its original seal as affixed by the Merchant intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

8.3. The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 8.1 or breach of the responsibilities referred to in Clause 8.2 or 8.3.

8.4. Merchant further warrants that the Goods have been properly packaged and secured in a fashion suitable for ocean transport. The Merchant further agrees to be responsible for any damage, loss, delay or expense whatsoever to the Carrier, the Vessel, other property, or to persons resulting from any defect in the Goods, shipper's packaging, securing and/or containerization, and shall indemnify and save harmless the Carrier from and against any loss, damage, injury, and expense, including, without limitation, lost profits, indirect, special and consequential damages and attorney fees, arising or resulting from such defects. In no event shall the Carrier be liable for loss or damage to any contents not specified on the face of this Bill of Lading. The Merchant further warrants that all particulars with regard to the Goods' marks, description, weight, quantity and any other particulars shown on the front side of this Bill of Lading are correct; and that container or other units are in compliance with all applicable government regulations. The Carrier, however, does not represent that any of the particulars shown on the face of this Bill of Lading are accurate and is not bound thereby. The Merchant shall indemnify and save harmless the Carrier from and against all loss, damage or expense, including, without limitation, lost profits, indirect, special and consequential damages and attorney fees, arising or resulting from inaccuracies in or inadequacy of the Goods' marks, description, weight, quantity or any other particulars, including but not limited to shipping information or instructions, weight certificates, center of gravity or lifting points.

9. INSPECTION OF GOODS

The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, weigh and/or measure the Goods.

10. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) 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. If by order of the authorities at any place, the Goods have to be opened, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection, reweighing, re-measurement, revaluation or repacking. The Merchant shall indemnify the Carrier against any expense whatsoever so incurred.

11. DESCRIPTION OF GOODS

11.1. This Bill of Lading shall be prima facie evidence of the receipt of the Goods by the Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box on the face hereof entitled "Total No. of Containers/ Packages received by the Carrier".

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

11.3. If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences

of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 7.4 apply, the value of the Goods is unknown to the Carrier.

12. MERCHANT'S RESPONSIBILITY

12.1. All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations and warranties undertaken by the Merchant in this Bill of Lading and remain so liable throughout Carriage, notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party.

12.2. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf 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 adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier.

12.3. The Merchant shall indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 12.2 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

12.4. The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, including securing any export and import permit(s) for the Goods, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall indemnify the Carrier in respect thereof.

12.5. If Containers supplied by or on behalf of the Carrier are unpacked by or on behalf of the Merchant, the Merchant is responsible for returning the empty Containers free from labels, etc., with interiors brushed clean, odour free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Where the Container(s) are supplied by or on behalf of the Carrier, the Container(s) will at all times remain the property of the Carrier. Should a Container not be returned as required above within the time prescribed, the Carrier is entitled to take such steps as he considers appropriate for the account of the Merchant and the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

12.6. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier at the point or place designated by the Carrier, its agents or servants. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers occurring during such period. The Merchant shall also indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in his control.

12.7. Where Goods are shipped break-bulk and not in containers, prior to loading, Merchant must clearly mark any shipping crates, pipe, boats, rolling stick and any other break-bulk cargo with accurate and proper center of gravity and lifting points, gross weights and warrant the accuracy thereof.

12.7a. Applicable only for baled pulp cargo carried in respect of the U.S. Trade (as defined in clause 27) and Canadian Trade, where carriage is to from, or through a port or place in Canada:

The Carrier shall issue clean Bills of Lading for baled pulp received in Normal Shipping Condition. "Normal Shipping Condition" for baled pulp includes torn, dirty or marked wrappers, minor exposure of content, presence of moisture stains or swelling (except where swelling is caused by exposure to seawater). Merchant shall have no claim whatsoever against Carrier for baled pulp discharged in Normal Shipping Condition.

12.8. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. It is the obligation of the Merchant to deliver the Goods in the Container to the Carrier at the temperature the Merchant requires and to ensure that the manner of stowage of the Goods allows the temperature to be properly circulated throughout the Container. IT IS THE MERCHANT'S RESPONSIBILITY AND OBLIGATION TO PROPERLY PACK AND STOW THE GOODS WITHIN THE CONTAINER, TO SET AND CHECK THAT THE TEMPERATURE CONTROLS ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO SET THE VENTILATION. The Merchant expressly acknowledges that refrigerated Containers are not designed: to cool or freeze Goods which have been packed, stuffed and/or loaded into a Container at a temperature higher than their designated carrying temperature. The Carrier shall neither be responsible for the consequences of the Goods being packed, stuffed and/or loaded at a higher temperature than that required by the Merchant for the carriage; nor obliged to monitor and control humidity and ventilation levels, even if such a facility exists. The Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container. The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Merchant. The Carrier does not warrant that the Container's refrigeration or heating machinery shall maintain required carrying temperature but shall exercise care in its operation and maintenance while in the actual possession of the Carrier. The Carrier does not accept responsibility for the recording of temperatures in any form other than any reefer log book maintained on board the Vessel. The Carrier is not responsible for the Merchant's obligation to comply with any governmental program or protocol, including but not limited to any temperature, cold chain or cold treatment, unless expressly agreed.

12.9. The Merchant shall comply with all regulations or requirements of customs, port and other authorities, with the provisions of applicable anticorruption laws, including but not limited to the UK Bribery Act of 2010, the U.S Foreign Corrupt Practices Act of 1977 and United Nations



Convention against Corruption (2005) with the applicable economic sanctions regulations, including but not limited to the ones published by the United Kingdom, United States, European Union and United Nations.

12.10. The Merchant warrants that neither the receipt, delivery or handling of the Goods nor any payment or other transaction relating to the Goods will expose the Carrier, Sub-Contractor, related entities, or any of their employees, servants, agents, banks, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, supranational or international governmental organisation or other Authority.

12.11. The Merchant warrants that none of the Persons falling with the meaning of Merchant is or is owned or controlled by or is acting on behalf of a Person which is included on any list of individuals or entities with whom transactions are currently prohibited or restricted under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other Authority, including but not limited to the List of Designated individuals and Entities in Singapore, consolidated list of financial sanctions targets in the United Kingdom or list of Specially Designated Nationals in the USA. The Merchant further represents and warrants that it is neither listed, detained nor controlled by an entity listed by the United Kingdom, United States, European Union or United Nations as a "Blocked Person", "Denied Person", "Specially Designated National".

13. FREIGHT

13.1. Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

13.2. Freight must be paid in the stipulated currency.

13.3. Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages to the Carrier. Freight has been calculated on the basis of the Carrier's costs as known at the time the contract of Carriage is made. Should there be any subsequent change in those costs, the Carrier may recover additional Freight from the Merchant, whether or not Freight is prepaid or collect and whether or not Carriage has commenced.

13.4. All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

13.5. Any person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such person shall not be considered payment to the Carrier in any event. Failure of such person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

14. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions, to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place at his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering the sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier's lien shall survive the delivery of the Goods.

15. OPTIONAL STOWAGE AND DECK CARGO

15.1. The Goods may be packed by the Carrier in Containers and consolidated.

15.2. Goods, whether or not packed in Containers, may be carried on deck or under deck, in poop, forecastle, deck house, shelter deck, passenger space, bunker space or any covered-in space commonly used in the trade for the carriage of goods, without notice to the Merchant. All such Goods, whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules or US COGSA and shall be carried subject to those Rules.

15.3. Notwithstanding Clause 15.2, in the case of Goods which are stated on the face hereof as being carried on deck and which are so carried the Hague Rules or US COGSA shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising even if caused by negligence of the Carrier or unseaworthiness of the vessel.

16. LIVE ANIMALS

The Hague Rules or US COGSA shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction to such live animals howsoever arising. Should the Master in his sole discretion consider that any live animal is likely to be injurious to any other live animal or any person or property on board, or to cause the Vessel to be delayed or impeded in the prosecution of its voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.



17. METHODS AND ROUTES OF CARRIAGE

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

(a) use any means of carriage whatsoever.

(b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying them on another vessel than that named on the face hereof.

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

(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route, or even if the Vessel may sail beyond the Port of Discharge or in a direction contrary thereto), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order.

(e) load or unload the Goods at any place or port (whether or not such port or place is named overleaf as the Port of Loading, Place of Receipt, Port of Discharge or Place of Delivery) and store the Goods at any such place or port.

(f) comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms 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 drydocked.

17.2. The liberties set out in clause 17.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any persons, including but not limited to persons involved with the operation or maintenance of the Vessel and assisting vessels in all situations. Anything done in accordance with Clause 17.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

17.3. By tendering the Goods for Carriage without any written request for Carriage in a specialised Container, or within a specific temperature range, or subject to any particular attention, or for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may properly be undertaken in a general purpose container.

18. MATTERS AFFECTING PERFORMANCE

If at any time the Carrier's performance of its obligations under this Bill of lading are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind whatsoever and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this Bill of Lading was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:

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

(b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension of Carriage. If the Carrier elects to invoke the terms of this Clause 18(b) then, notwithstanding the provisions of Clause 17 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

(c) Abandon the Carriage of the Goods and place 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. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18(a) or to suspend the Carriage under Clause 18(b) this shall not prejudice his right subsequently to abandon the Carriage.

19. DANGEROUS GOODS

19.1. No goods which are or may become dangerous, inflammable, damaging or injurious (including radio-active materials), or which are or may become liable to damage any property whatsoever or injure any person whomsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container or other covering in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. Such application must accurately state the nature, proper shipping name, label and classification of the Goods as well as the method of rendering them innocuous. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable, damaging or injurious nature,



they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight. If the Merchant has not given the Carrier prior notice of the nature of the Goods as required above, the Carrier shall be under no liability to make any general average contribution in respect of such Goods. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall Indemnify the Carrier against any claims, losses damages, liabilities, fines, penalties or expenses, including consequential damages and attorneys' fees arising out of the custody or Carriage of such Goods

19.2. The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage. In particular but without prejudice to the generality of this Clause 19.2, if the Goods are not packed into the Container by or on behalf of the Carrier, the Merchant undertakes that incompatible Goods are not packed in the same Container.

19.3. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

19.4. Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

20. NOTIFICATION AND DELIVERY

20.1. Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

20.2. Where the Carriage is a Port-to-Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without any notice to the Merchant at or on to any wharf, craft or place, on any day and at any time whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged shall wholly cease, notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. All expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.

20.3. Under the Combined Transport terms, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).

20.4. If the delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof whether the carriage a Port-to-Port Shipment or Combined Transport the Carrier shall be entitled without notice to unstow the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

20.5. If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 20.2 or 20.3, or if in the opinion of the Carrier they are likely to deteriorate, decay or become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant.

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

20.7. If under a Combined Transport the Carrier agrees to the Merchant's request to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply. If the Carrier declines to extend the Bill of Lading terms to the amended Place of Delivery, then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, howsoever arising, for the period of amended Carriage.

20.8. If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under Clause 20.4 or 20.5, the Carrier is obliged to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

21. FCL MULTIPLE BILLS OF LADING

21.1. Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on an LCL basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.



21.2. If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of ... part cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.

22. GENERAL AVERAGE & SALVAGE

22.1. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which the Carrier is not responsible, by statute, contract or otherwise, the Merchant 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.

22.2. Any general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier with the test of reasonableness in the Rule Paramount being made on the basis of what was known at the time of the general average act and not subsequently with the benefit of hindsight. Any general average on a vessel not operated by the Carrier (whether a seagoing or inland waterways vessel) shall be adjusted according to the requirements of the operator of that vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods. Any security, other than cash deposits, must be given by a party acceptable to and with assets in a jurisdiction nominated by the Carrier. Such security must be provided before delivery if the Carrier so requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

22.3. Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values, etc.

22.4. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

22.5. In the event of the Master in his sole discretion or in consultation with owners considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remuneration, without any prior consultation with the Merchant in both cases.

22.6. If the Merchant contests payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate on the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

22.7. In the event of any general average credit balances due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

23. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

24. LAW AND JURISDICTION

24.1. Unless Clause 25 or 27 applies the contract evidenced hereby or contained herein shall be governed by Singapore law.

24.2. Any claim against the Carrier hereunder shall be determined by the Singapore courts to the exclusion of the jurisdiction of the courts of another country. The Carrier shall however be entitled to pursue any claim against the Merchant in Singapore or in any other jurisdiction in which the Merchant has assets.

24.3. Nothing herein shall prevent the parties to any claim and/or dispute under this Bill of Lading from agreeing to submit the claim and/or dispute to arbitration pursuant to the rules of the Singapore Chamber of Maritime Arbitration ("SCMA") in force at the date of reference to arbitration. Where so submitted, the seat of arbitration shall be Singapore, the tribunal shall consist of 3 arbitrators (one to be appointed by each Party, and the third to be appointed by the two Party-appointed arbitrators) and the language of the arbitration shall be English.

25. VALIDITY



In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

26. LIMITATION OF LIABILITY

26.1. For the avoidance of doubt, it is hereby agreed by the Merchant that the Carrier qualifies and shall be regarded as a person entitled to limit liability under the relevant Convention on the Limitation of Liability for Maritime Claims. Except to the extent that mandatory law to the contrary applies in the appropriate jurisdiction (in which case said law shall apply), the size of the fund to which the Carrier may limit liability shall be calculated by multiplying the limitation fund of the carrying vessel at the relevant time by the number of TEUs (Twenty Foot Equivalents) aboard at that time for which the Carrier is the contracting carrier and dividing that total by the total number of TEUs aboard at that time.

26.2. Nothing herein shall operate to limit or deprive the Carrier of any statutory protection or exception of limitation of liability authorised by any applicable laws, statutes, or regulations of any country. Where applicable, the Carrier shall have the benefit of the said laws, statutes, or regulations as if it were the owner of the Vessel.

27. USA CLAUSE PARAMOUNT (IF APPLICABLE)

27.1. If Carriage is or includes carriage to, from or through a port or place in the United States of America ("U.S. Trade"), this Bill of Lading shall be subject to US COGSA, the terms of which are incorporated herein and shall be paramount throughout Carriage by sea or the Combined Transport and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the sea terminal in the United States of America before loading onto the vessel or after discharge therefrom, as the case may be.

27.2. The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of or to the Goods while the Goods are in the United States of America away from the sea terminal and are not in the actual custody of the Carrier. At these times the Carrier acts as agent only to procure Carriage by Persons (one or more) under the usual terms and conditions of those Persons. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the goods shall be determined in accordance with Clause 6 hereof, failing which, in accordance with the provisions of US COGSA.

27.3. If US COGSA applies the liability of the Carrier and/or the Vessel shall not exceed US\$500 per package or customary freight unit (in accordance with Section 1304(5) thereof), unless the value of the Goods has been declared on the face hereof, in which case Clause 7.4 shall apply.

28. STEEL CLAUSE

The term "Apparent Good Order and Condition" when used in this Bill of Lading with reference to iron, steel or metal products does not mean that the goods, when received, were free of visible rust or moisture. If the Merchant so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notation as to rust or moisture which may appear on the Mate's or tally clerk's receipts.

29. SWEEPINGS

The Carrier shall have the liberty of allocating any cargo sweepings, liquid residue goods discharged in excess or with unidentifiable marks or numbers or goods not otherwise accounted for, against consignments of a like character in proportion to any apparent shortage or loss of weight or damage.

30. OPTIONAL CARGO

On the Merchant's request, a Bill of Lading with optional Ports of Discharge or Places of Delivery can be issued. The Port of Discharge or Place of Delivery must be declared, in writing or by telex or email to the Carrier's principal office not later than seven calendar days before the Vessel's or other means of transport's expected arrival there. In the absence of such declaration, the Carrier may elect to discharge at the first or any other optional port or place and the contract of Carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only. A fee will be levied on the Goods in accordance with the terms in force at the time of shipment or receipt. The fee will be earned by the Carrier, the option declared or not declared.

31. SHIPMENT TO AND/OR FROM WALLIS & FUTUNA, FUNAFUTI, NAURU, LIHIR, TONGA.

Where the carriage evidenced by this Bill of Lading shall provide for delivery of the goods at Wallis & Futuna, Funafuti, Nauru, Lihir, Tonga, the Carrier shall not be liable for any loss or damage of any nature whatsoever suffered by the Merchant when the consignee/receiver shall have uplifted the goods referred to in this Bill of Lading without presentation of the original copy of this Bill of Lading. The Merchant acknowledges that at these ports there is an absence of any proper port infrastructure to properly control the delivery of cargoes to consignees/receivers and which may give rise to the delivery of goods to consignees/receivers without presentation of the original Bill of Lading.

32. BOTH-TO-BLAME COLLISION



If a Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will Indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever, of the Merchant, paid or payable by other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the Vessel or the Carrier.

33. SPECIE AND VALUABLES

The Carrier shall not be liable for loss of or damage to valuable cargo including but not limited to gold, silver, precious stones or metals, jewelry, or treasures of any kind, money including all types of currency whether bank notes or coins, securities, silks, furs, lace, pictures (including all works of art), fragile objects including but not limited to plates, china, glass statuary unless the Carrier is notified in writing at the time of booking before the bills of lading are signed, in which their nature and value are expressed and extra freight paid for the assumption of extraordinary risk, and such articles will not in any case, be loaded or landed by the Carrier. If the Merchant fails to promptly take delivery of the valuable cargo at the Port of Discharge, the Goods shall remain at the Port of Discharge at the sole risk and expense of the Merchant.

34. HEAVY LIFT

The weight of a single piece or package exceeding 37 metric tons gross must be declared by the Merchant in writing by means of a weight certificate issued by an independent third party surveyor before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package. In addition, prior to loading Merchant must provide proper center of gravity and lifting points. If the Merchant fails in his obligations herein, then the Carrier shall be at liberty, although not required, to refuse to load the cargo, and any extra cost or expense shall be for the account of the Merchant. In addition, whether the cargo is loaded or not, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods; the Merchant shall be liable for resulting loss of or damage to any person or property; and the Merchant shall Indemnify the Carrier against any resulting loss, damage or liability suffered by the Carrier.