

E60 SHIPPING LINE LLC

FREIGHT CONDITIONS OF CARRIAGE

APPLICABILITY

The provisions set out and referred to in these Freight Conditions shall apply to every contract concluded with the Carrier for the performance of the Carriage as undertaken by the Carrier, whether evidenced by the issue of a document or not.

This Freight Conditions of Carriage shall come into force on 20th of June, 2023.

1. DEFINITIONS

1.1 "Article of Transport" includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the Consolidation of goods as well as mobile plant and timber packages.

1.2 "Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by the Carrier in relation to the Goods, including but not limited to the loading, unloading, storage, warehousing and handling of the goods.

1.3 "Carrier" means the party who has undertaken to perform or to procure the performance of the Carriage from the place of receipt or port of loading to the port of discharge or the place of delivery, whichever respectively applies.

1.4 "Charges" includes freight and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

1.5 "Consolidation" includes stuffing, packing, loading or securing of goods on or within Articles of Transport.

1.6 "Dangerous and Marine Polluting Goods" means all Goods that have been identified as being dangerous or a marine pollutant whether or not identified in the edition of the IMDG Code current at the time of the Carriage.

1.7 "Freight Conditions" means the provisions of this contract.

1.8 "Gate-to Gate" means a Carriage where the Carrier has agreed to undertake sea carriage of the Goods together with any incidental terminal handling in the port of loading and/or the port of discharge.

1.9 "Goods" means the whole or any part of the cargo and includes any Article of Transport not supplied by or on behalf of the Carrier.

1.10 "Hague-Visby Rules" means the International Convention for the Unification of Certain Rules and Law relating to Bills of Lading, signed at Brussels on 22 February 1968 and the protocol in relation to SDRs signed at Brussels on 21 December 1979 or if the Georgian or Romanian Maritime Code (collectively referred as "Maritime Codes") compulsorily applies to the Carriage then Hague-Visby Rules shall be construed as meaning whichever of the aforementioned Codes has compulsory application to the Carriage.

1.11 "Merchant" includes the shipper, receiver, consignor, consignee, and holder of any document evidencing the Contract of Carriage and the owner of the goods and any person having a legitimate interest in the goods and anyone acting on behalf of any or all of the above mentioned persons.

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

1.13 "Port to Port" means a Carriage where the Carrier has agreed to undertake sea carriage of the Goods together with loading from the location in the load Port where the Merchant parked the goods to on board the vessel and discharge from the vessel to a parking place at the discharge Port. Where none of the Maritime Codes apply compulsorily, carriage shall be deemed to be Port-to-Port unless specifically agreed otherwise.

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

2. TARIFF

3.1 The terms of the Tariff applicable at the date of shipment are incorporated herein. Copies of the relevant provisions of the Tariff are available from the Carrier upon request. In the event of inconsistency between these Freight Conditions and the Tariff, the former shall prevail.

3. FREIGHT

3.1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered.

3.2 The Merchant's attention is drawn to the stipulations in the Freight Tariff concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable then the following clause shall apply. If the currency in which freight and charges are quoted is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the Contract of Carriage and the date when the freight and charges are payable, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

3.3 In case the Carrier has consented to accept payment in any another currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for bankers' sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight and charges are paid, the rate to be used will be the one in force on the last day when the banks were open.

3.4 In the event of an increase in price for bunkers, fuel and/or other hydrocarbon oils, freight rates may be adjusted, without notice to the Merchant, in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

3.5 For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

3.6 If the particulars of goods supplied by or on behalf of the Merchant are incorrect such that the freight paid to the Carrier is less than it should have been had the correct particulars been supplied, the Merchant will pay the additional freight due to the Carrier and any costs incurred by the Carrier to determine the correct particulars of the goods.

3.7 The Merchant shall be liable for the payment of all freights, charges, storage, demurrage and any other charges etc. payable at destination, which the Carrier cannot obtain from the Receiver.

3.8 All charges shall be paid without any set-off, counter claim, deduction or stay of execution whatsoever.

4. LIEN

4.1 The Carrier shall have a lien on the Goods and any documents relating thereto for all sums of whatsoever kind and nature due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and also in respect of any previously unsatisfied amounts of the same nature and for the same costs and expenses of exercising such a lien and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without further notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant. Such lien and liability shall remain notwithstanding that the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

5. INSPECTION OF ARTICLES OF TRANSPORT

5.1 The Carrier is entitled, but not obliged, to open, at any time, any Article of Transport consolidated and prepared for conveyance by the Merchant in order to inspect such Article of Transport and its contents for the purposes of Clauses 23.1, 24 and 26.

5.2 If any Article of Transport, as aforesaid, is opened and/or inspected by any Customs or other Government Authority at any time, the costs and expenses of opening and/or inspection, as aforesaid, shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections.

5.3 The Merchant is obliged to correct at his risk and expense any inadequacy or defect found, failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant's disposal at any place. In such case the Carrier is entitled to collect all freight and any other charges as described in Clause 3, and will benefit from the indemnification as described above in this Clause.

6. SEALS

6.1 The Carrier shall not be responsible for checking the seals or seal numbers on any trailer, container or other unit and shall not be obliged to carry out any check or to note a seal number on any document if asked to do so. Where the Carrier does nevertheless agree to note a seal number, this shall not amount to a representation by the Carrier as to the accuracy of the number nor to the condition of the seal and in no circumstances shall the Carrier have any liability for any consequences of agreeing to do so.

7. METHODS AND ROUTES OF CARRIAGE

7.1 The Carrier is entitled, without notice to the Merchant, to perform the Carriage in any reasonable manner and by any reasonable means, methods and routes whatsoever.

7.2 In the event of carriage by sea, reasonable means, methods and routes includes, but is not limited to, vessels sailing with or without pilots, undergoing repairs, adjusting equipment, drydocking and assisting vessels in all situations.

7.3 The Carrier is at liberty to ship the goods on such date at such time in such order and in such vessels (to whomsoever belonging) as it may desire (without reference to the order or time in or at which goods may have been booked or received and notwithstanding the goods may have been booked for a particular vessel or for a sailing on or at a particular date or time) and to carry the goods on more than one sailing and not all on the same day. The Carrier shall not be liable for any costs or loss arising out of the exercise of this right.

7.4 The Carrier shall be entitled in its absolute discretion and without assigning any reason to refuse to receive or ship the goods or any part thereof, notwithstanding it may have previously agreed to receive or ship the same.

7.5 The Carrier shall not in any case be liable for indirect or consequential damage or loss or for loss of a particular market, whether held daily or at intervals.

8. SUB-CONTRACTING

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

8.2 For the purposes of the Contract of Carriage and subject to the provisions in these Freight Conditions, the Carrier shall be responsible for the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage.

9. CARRIER'S CONSOLIDATION. CARRIAGE OF ARTICLES OF TRANSPORT ON OR UNDER DECK

9.1 Goods may be consolidated by the Carrier in Articles of Transport. Articles of Transport, whether consolidated by the Carrier or received by the Carrier in a consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

9.2 Loading and discharging shall be at the expense of the Carrier but the Merchant shall indemnify the Carrier against all financial consequences for the Carrier, howsoever caused, due to the breakdown of any unit during the course of loading or discharge, whether on board the vessel or ashore.

10. DELIVERY

10.1 The Merchant must take delivery of the goods within 24 hours of them being parked at the port of discharge or place of delivery by the Carrier. If the Merchant does not take delivery of the Goods as required, the Carrier shall, without notice to the Merchant, be at liberty to store the Goods on behalf of the Merchant and at the Merchant's sole risk and expense, subject, if requisite, to the lien provisions of Clause 4 hereof. Such storage shall constitute delivery for the purposes of Clauses 17, 18, 20 and 21 of these Freight Conditions and the liability of the Carrier in respect of the goods stored shall wholly cease. The costs of such storage, if paid by the Carrier or any agent or subcontractor of the Carrier or the Carriers applicable storage tariff shall be paid, on demand, by the Merchant to the Carrier.

10.2 The Carrier does not undertake to give notice of the arrival or discharge of the goods.

10.3 The Carrier shall be entitled to permit collection of goods by any person who reasonably appears authorised to do so and such collection shall constitute full and proper performance of the Carrier's obligations in this respect.

11. MATTERS AFFECTING PERFORMANCE

11.1 The Carrier shall use reasonable endeavours to complete the Carriage and to deliver the Goods at the place of delivery or the port of discharge.

11.2 If, at any time, the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, strike/lockout, difficulty or disadvantage of any kind whatsoever, including Force Majeure, and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract the Carrier, whether or not the Carriage has commenced, may elect to:

- a) treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or
- b) deliver the Goods at the place of delivery or the port of discharge.

In any event the Carrier shall be entitled to collect freight and any other charges as described in Clause 3 for any Goods received for Carriage and any additional compensation for extra costs resulting from the circumstances referred to above.

12. HEAVY LIFTS

12.1 All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted to or available at the quayside or on the Vessel are to be for the Merchant's account.

13. PASSENGERS ACCOMPANYING GOODS AND MERCHANT INDEMNITIES

13.1 Any driver or any other person carried as a passenger for purposes relating to the carriage of any goods shall be carried subject to the Carrier's Terms and Conditions for the Carriage of Passengers (modified as appropriate) which said Terms and Conditions incorporate the provisions of the Athens Convention.

13.2 The Carrier, the Master, his agents or employees may refuse to allow any passenger to embark and may cancel the contract with the passenger at any time before sailing when in the exercise of its reasonable discretion the Carrier, the Master, his agent or employees decides:

- a) that such action is necessary for reasons of safety and/or to prevent violation of any applicable law, regulation or orders of a state or country.
- b) the conduct, status, age or mental or physical condition of the passenger is such as would be likely to or might be a cause of danger, inconvenience or annoyance to himself, the Carrier, other passengers or to property, or
- c) where the passenger fails to observe the instructions of the Carrier. In such cases, the passenger shall have no claim whatsoever against the Carrier.

d) Every person accompanying any goods must comply with the applicable law regarding the consumption of alcohol and drugs at all times whilst the goods are in the custody of the Carrier. In the event that the Carrier has any reason to believe that goods may be loaded on board a vessel whilst accompanied by any person under the improper influence of alcohol or drugs, the Carrier shall be entitled to refuse to carry that person and the goods and the Carrier shall have no liability to any person as a result of such refusal.

14.3 The Merchant shall be liable to and shall reimburse the Carrier for any loss or damage to the vessel and its furnishings and equipment of any property of the Carrier caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of any passenger accompanying the Merchant's goods and the Merchant shall indemnify the Carrier and each or all of the Carrier's agents and employees against any liability whatsoever which the Carrier or such agents or employees may incur towards any person or government for any personal injury or death or loss or damage to property caused directly or indirectly in whole or in part by any wilful or negligent act or omission on the part of any passenger accompanying the Merchant's goods.

14.4 The Merchant shall indemnify the Carrier against all loss, damage, costs, expenses, liabilities and other consequences due to electrical or mechanical or any other defect or breakdown or failure, including failure of lashing points on, of the Merchants goods or leakage of fuel or any other substance from such goods.

14.5 The Merchant shall indemnify the Carrier against all loss, damage, costs, expenses, liabilities and other consequences of any neglect, omission or default on the part of Merchant.

14.6 All expenses, costs or liabilities incurred by the Carrier as a result of any neglect, omission or default on the part of the Merchant shall be borne by the Merchant and shall constitute a debt due by the Merchant to the Carrier.

15. LIVE ANIMALS

15.1 If live animals are carried in an Article of transport, the Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction to such live animals whatsoever arising. Providing food, water and veterinary care to the live animals on board shall be the duty of the Shipper or a person appointed by the Shipper. Should the Master in his sole discretion consider that any live animal is likely to be injurious to any 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, then the Carrier may undertake upon its sole discretion appropriate measures without any liability attaching to the latter, The Shipper shall indemnify the Sea carrier against all or extra costs incurred for any reason whatsoever in connection with carriage of live animals.

16. TIME BAR AND NOTICE OF LOSS

16.1 All liability whatsoever of the Carrier shall cease unless suit is brought within:

- a) in respect of Multimodal Transport - 9 months, or
- b) in respect of Port-to-Port or Gate-to-Gate Carriage - 12 months after delivery of the Goods or the date when the Goods should have been delivered.

16.2 If loss of or damage to the Goods is apparent then notice of the loss or damage, and the general nature of it, shall be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods or, if the loss or damage is not apparent, within three consecutive days thereafter, failing which, the removal of the Goods into the custody of the person entitled to take delivery thereof shall be prima facie evidence of the delivery by the Carrier of the Goods in the same condition as received by the Carrier.

17. CARRIER'S LIABILITY FOR LOSS OF OR DAMAGE TO THE GOODS

17.1 Where the Carriage is Port to Port, then the liability of the Carrier for loss of or damage to the Goods occurring during the Carriage shall be determined in accordance with the Hague-Visby Rules.

17.2 The goods shall be deemed to be a single package or unit for the purposes of Article IV Rule 5(a).

17.3 Where the Carriage is Multimodal Transport, then the liability of the Carrier for loss of or damage to the Goods occurring between the time when the Carrier receives the Goods into his charge and the time of delivery to the Merchant shall be determined as follows:

17.3.1 Where the stage of the Carriage during which the loss occurred is not known, the Carrier shall be relieved from liability where such loss or damage was caused by:

- a) The wrongful act or neglect of the Merchant.
- b) Compliance with the instructions of a person entitled to give them.
- c) The lack or insufficiency of or defective condition of packing in the case of Goods, which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.
- d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.
- e) Inherent vice of the Goods.
- f) Insufficiency or inadequacy of marks or numbers on the Goods.
- g) Strikes or lock-outs or stoppages or restraints of labour from whatsoever cause whether partial or general.
- h) Fire, unless caused by the actual fault or privity of the Carrier.
- i) Act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship.

j) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

Where under sub-clause (17.3.1) above the Carrier is not under any liability for loss or damage caused by one or more of the causes, events or occurrences, he shall only be liable to the extent that those causes, events or occurrences for which he is liable under this clause have contributed to the loss or damage. The burden of proving that the loss or damage was due to one or more of the causes, events or occurrences specified in (a), (b) and (h) of sub-clause (17.3.1) above shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, events or occurrences, specified in (c) to (j) of sub-clause (17.3.1), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes, events or occurrences.

17.3.2 Where the stage of the Carriage during which the loss occurred is known, the liability of the Carrier shall be determined in accordance with the provisions contained in any international convention or national law which provisions:

a) cannot be departed from by private contract to the detriment of the Claimant; and

b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a Bill of Lading or any particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier's liability extend to live animals and/or Goods that are stated to be carried on deck and are so carried.

If no international convention or national law would apply by virtue of (c) above then, notwithstanding that the stage of the Carriage during which the loss occurred is known, the Carrier's liability if any for loss of or damage to cargo shall be determined in accordance with (a) and (b) above.

17.4 Subject to any national law that applies by compulsory application, if the Hague-Visby Rules apply to the Carriage the Carrier shall not be liable for loss, damage or delay in delivery resulting from or arising out of the carriage of (a) live animals and/or (b) deck cargo stated to be carried on deck in any document evidencing the contract of carriage and actually carried on deck, whether caused by unseaworthiness or negligence or any other cause whatsoever.

17.5 If the Hague-Visby Rules or any other convention or Maritime Code applies by compulsory application to the Carriage then any provision in these Freight Conditions that deviates from the Hague-Visby Rules will be null and void to the extent that it deviates, directly or indirectly from the Hague-Visby Rules but the nullity of such a provision does not affect the validity of the other provisions within these Freight Conditions.

18. CARRIER'S LIABILITY FOR DELAY, CONSEQUENTIAL LOSS ETC.

18.1 Times shown in any schedules, timetables, sailing plans, advertisements or elsewhere are approximate and not guaranteed. They are not considered to be part of this contract of carriage and the Carrier reserves its right to change these schedules without notice to the Merchant. Dates of arrival and departure are subject to changes for reasons beyond control of sea carrier which include but not limited to port berth availability, weather conditions, extended customs, passport police and other authorities formalities, other reasons beyond sea carrier's control. Dates of departure and arrival may be subject to changes both before and after the beginning of the voyage.

18.2 The Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier should nevertheless be held legally liable for any such direct, indirect or consequential loss or damage caused by delay, then the Carrier's liability shall be limited to the freight for the Carriage or the value of the Goods as determined in clause 21, whichever is the lower.

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

18.4 The Carrier shall in no circumstances whatsoever and however arising be liable any deterioration in or damage to the bodywork (including canvas and any other covering material) or tyres of a unit during the period of the Carrier's custody which shall be presumed to be due to normal wear and tear unless proved to have been caused by the Carrier.

18.5 The Carrier shall in no circumstances whatsoever and however arising be liable any consequence for any person of an event or act of force majeure which term shall include (without limitation) Act of God, war wether declared or not or threat of war, terrorist activity, riot or other civil commotion, natural or nuclear disaster, fire, technical problems of any nature, closure of ports, strike or other industrial action, heavy weather or any other event outside the control of the Carrier.

19. CHANGE OR CANCELLATION BY MERCHANT/BOOKING PARTY

19.1 Prior ship's departure the Merchant has the right to change and/or cancel bookings via our website www.e60shipping.com or by contacting us or our registered agents by writing. The Merchant shall be entitled to claim return of the paid carriage price as follows:

a) in full amount – upon notification at least 7 days before departure of the ship;

b) 50 % - upon notification made at least 3 days before departure of the ship;

c) when notification is made less than 3 days before ship's departure carriage price is not refundable and retained in full by the Carrier.

20. DEFENCES AND LIMITS FOR THE CARRIER AND THE CARRIER'S SUB-CONTRACTORS, AGENTS AND SERVANTS

20.1 The defences and limits of liability provided for in these Freight Conditions shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract, bailment, tort or otherwise.

20.2 Himalaya Clause and Circular Indemnity: the Merchant undertakes that no claim or allegation arising in contract, bailment, tort or otherwise can be made against any servant, agent, or subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by them 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 shall nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, and sub-contractor shall have the benefit of all the terms in the Freight Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier, including Clause 29 hereof, the Law & Jurisdiction clause, as if such Freight Conditions (including Clause 29 hereof) were expressly for their benefit, and in entering into this contract the Carrier, to the extent of such Freight Conditions, does so not only on its own part, but also as agent and trustee for such servants, agents and sub-contractors.

20.3 In any case the aggregate of all amounts recoverable from the Carrier and his servants, agents or sub-contractors, including stevedores and any of those referred to in sub-clause (2) of Clause 8, shall in no case exceed the limits provided for in these Freight Conditions.

21. THE AMOUNT OF COMPENSATION

21.1 Where the Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been so delivered to the Merchant in accordance with this contract of carriage.

21.2 The value of the Goods shall be fixed according to the current commodity exchange price of the Goods or if there is none the current market price of the Goods or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and/or quality.

21.3 If the Merchant, with the consent of the Carrier, has declared a value for the Goods on any document evidencing the contract of carriage then the amount of the declared value shall be substituted for the limits otherwise set down in these Freight Conditions.

21.4 If the Hague-Visby Rules apply pursuant to Clause 17 above, the Carrier's liability shall in no event exceed the amounts due under the Hague-Visby Rules or as calculated by the applicable Maritime Code (see Clause 29).

21.5 In Multimodal Transport, where the stage of carriage during which the loss or damage occurred is not known, or is known but no international convention or national law is applied by virtue of Clause 17, compensation shall not exceed 2 SDRs per kilogram of gross weight of the Goods lost or damaged. SDR means Special Drawing Right as defined by the International Monetary Fund.

21.6 In Multimodal Transport where the stage of Carriage during which the loss or damage occurred is known, compensation shall be calculated in accordance with sub-clause (5) above. However if a compulsory law applies or would have applied pursuant to Clause 17 then the Carrier's liability shall in no event exceed the amount due under such compulsory law.

22. CARRIER'S RESPONSIBILITY

22.1 Where the Carrier issues a document evidencing the Contract of Carriage, it shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking. In respect of such particulars, proof to the contrary shall not be admissible when such document is a negotiable document that has been transferred to a third party acting in good faith.

23. MERCHANT'S RESPONSIBILITY

23.1 The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description and particulars of the Goods, including but not limited to marks, numbers, quantity and weight, as furnished by the Merchant and the Merchant shall indemnify the Carrier against any liabilities, losses, damage, costs and expenses arising or resulting from any inaccuracies in, or inadequacy of, such description and particulars.

23.2 The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause or from any cause in connection with the Goods for which the Carrier is not responsible.

24. DANGEROUS & MARINE POLLUTING GOODS

24.1 The Merchant's attention is drawn to the International Maritime Dangerous Goods (IMDG) Code and any amendments as may be in force at the time and supplements on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAG).

24.2 It is the responsibility of the Merchant to ensure that all Dangerous & Marine Polluting Goods are packaged and packed in accordance with the IMDG Code and to supply, at the time of presentation of the goods for Carriage, the applicable dangerous goods packing note and any other documents relating to the Dangerous & Marine Polluting

Goods that are required under the IMDG Code or any other national regulations in force at the time of presentation of the Goods for Carriage.

24.3 In Multimodal Transport, the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) to the contract for International Carriage of Goods by Rail (CIM) or special arrangements made between the contracting parties in respect hereof will apply to the appropriate leg.

24.4 Dangerous & Marine Polluting Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained for the Goods to remain in the port. 24.5 Dangerous & Marine Polluting Goods which have not been declared, or declared incorrectly, to the Carrier and Dangerous Goods which subsequently become a risk to the method of transport, other cargoes or the environment may be discharged, destroyed or be rendered harmless and be disposed of by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.

24.6 The Merchant shall be liable for any damage, loss and expense, howsoever caused, if the foregoing provisions, as applicable, are not complied with and the Merchant shall indemnify the Carrier against any liabilities, loss or damage. Costs and expenses arising out of or resulting from any breach of the Merchant's obligations set out in the foregoing provisions.

25. MERCHANT'S CONSOLIDATION, REEFER AND HEATING MACHINES

25.1 If an Article of Transport has not been Consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clause 17 and 21 hereof, not be liable for damage to or loss of the Goods therein nor for damage to or loss of the Article of Transport itself and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier, if such loss, damage or expense is attributable to:

- overloading, negligent or inadequate Consolidation, securing, covering or locking of the Article of Transport;
- the Goods being unsuitable for carriage in the Article of Transport actually used;
- the unsuitability or defective condition of the Article of Transport, unless the Article of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Article of Transport for conveyance.

25.2 The Carrier does not accept liability for the consequences of malfunctioning of refrigeration, heating, atmospheric control or other equipment of whatsoever nature attached to, or forming part of, the Article of Transport.

25.3 When an Article of transport carries goods under a contract for international road transport (CMR) and they are not unloaded from the Article of transport, the contract for international road transport shall nevertheless apply to the whole of the carriage of the goods (i.e. including the performance of the sea carriage of the Article of transport). Under the terms of the contract for international road transport, the Road carrier is liable to third parties for the goods in the Vehicle and the attended documents. All claims, by State authorities, private organizations, etc., regarding the goods and their attended documents should be laid against the Road carrier.

26. GENERAL AVERAGE

26.1 General Average shall be adjusted according to York - Antwerp Rules 1994 as amended, at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of the Carrier. This provision shall cover all Goods whether carried on or under deck as well as deck cargo and live animals. The Merchant shall deliver such cash deposit and/or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not require, within three months of the delivery of the Goods, whether or not at the time of the delivery the Merchant had notice of the Carrier's lien. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel belonged to a third party.

26.2 If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average, the Merchant, by receiving the Goods, becomes personally liable for the contribution up to the CIF value of the Goods provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Good of his intention to declare General Average.

26.3 The Merchant undertakes, if so requested by the Carrier, to disclose the CIF value of the Goods and the name and address of the Underwriter. Unless the Merchant provides the Carrier with an undertaking from such Underwriter to pay General Average contribution the Merchant shall give the Carrier such other security as he may approve.

27. BOTH-TO-BLAME COLLISION CLAUSE AND NEW JASON CLAUSE

27.1 The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO are incorporated herein.

28. PRECEDENCE OF ENGLISH VERSION/HEADINGS

28.1 These freight conditions are drawn up in the English and Georgian language. In the event of discrepancies, the English version shall prevail.

28.2 Headings of paragraphs are for ease of reference only and do not form part of this contract.

29. LAW AND JURISDICTION

29.1 Disputes arising under/ or in relation to the Contract of Carriage and these Freight Conditions shall be determined by the courts of Georgia in accordance with Georgian law and subject to these conditions. No proceedings may be brought before any other court or tribunal unless the parties expressly agree on both the choice of another court or tribunal and the law at the place to be then applicable, save for matters relating to unpaid freight and/or related charges which may be pursued before a court or a tribunal in a jurisdiction at the Carriers sole discretion and the law at that place to be then applicable.

2.2 Carriage of Goods by sea under these Freight Conditions is subject to the provisions of the International Convention for the Unification of Certain Rules of Law relating of Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed on 23 February 1968 (the Hague/Visby Rules) and the protocol in relation to SDR's signed at Brussels on 21 December 1979 with the exception that no Bill of Lading shall be issued it being agreed by the parties hereto that the provisions of Article VI of the said Convention are applicable to these Freight Conditions except that the following provisions of the Hague Visby rules shall not apply - Article I, Article III rules 3, 4, 7 and 8, Article IV rule 5(c), the provision to the first paragraph and the third paragraph of Article VI, and Article X.

2.3 Any term(s) or condition(s) in these Freight Conditions of Carriage deviating from the compulsory provisions of the applicable under the Maritime Codes to the detriment of the Consignor, Shipper or Consignee are null and void to the extent that it deviates, directly or indirectly, from the provisions of the applicable Maritime Code. The nullity of such a term or condition does not affect the validity of the other terms or conditions of these Freight Conditions of Carriage or of the Contract of Carriage.

2.4 With respect to live animals and deck cargo stated to be carried on deck in the Document evidencing the Contract of Carriage and actually carried on deck, in so far as the provisions of the Romanian or Georgian Maritime Code is applicable to the carriage by sea, the Carrier is not liable for loss, damage or delay in delivery resulting from any special risk inherent in that kind of carriage.

2.5 Further rights and exclusions or limitations of liability to the advantage of the Carrier contained in any international convention or national law remain unaffected.