## GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

Definitions: "CARRIER"

"GOODS"

eans the party in whose name and on whose behalf this Bill of Lading has been issued, as provided on the face of this

"MERCHANT "HOLDER"

document; includes the shipper, holder, consignee, receiver of the goods or any person owning or entitled to the possession of the goods or of this Bill of Lading and anyone acting on behalf of such person; means any person for the time being in possession of the original of this Bill of Lading to whom the property in the goods has passed on or by reason of the consignment of the goods or by the endorsement of this Bill of Lading or otherwise; means the whole or any part of the cargo received from the Merchant for shipment and includes any container not supplied by or on behalf of the Carrier; includes any container training the lady. Bit of conflict or any eight and the property of the proper

"CONTAINER" "FREIGHT" "VESSEL"

"ACCEPTANCE"

"DELIVERY"

Iteld is a lew whore dar in year of an adjustment of the Carrier, notices any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate goods; notices any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate goods; notices any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate goods; notices evessel/s, ship(s, craft/s, lighter/s or other conveyance/s which is/are or shall substitute in all or in part the vessel named in the box "vessel" on the face of this bill of lading; means the handing over of the goods to the Carrier, his Agents or Servants when a place of acceptance is mentioned on the reverse side of this bill of lading or the loading of the cargo under tackle at the port of loading when no place of

contract events stated in the building of the locating of the Eagle of the lacked at the port of belong when it acceptance is mentioned; means the handing over of the goods by the Carrier, his Agents or Servants to the Merchant or his Agents who follower is mentioned on the reverse side of this bill of lading or the discharge of the goods under tackle at it discharge, subject to the provisions of clause 7 below. Law and jurisdiction:

yand all claims and/or disputes arising under the contract of carriage evidenced by this Bill of Lading or in connection therewith shall be brought ore and determined by the Courts of Naples to the exclusion of any other Court and in accordance with the law of Italy, unless otherwise provided ein. The Carrier, however, reserves the right to take legal action against the Merchant and/or the Holder as well at any other Competent Court.

Period of responsibility:

Period of responsibility:

Carrier, his agents or sevants shall not be liable for loss of or damage to the goods, before acceptance (and in any case before loading on first vessel on which the goods are loaded unless the contrary is expressly stated on the reverse side of this Bill of Lading) and after delivery, epitance and Delivery of the goods shall be construed in accordance with clause 1 above. The Carrier shall under no circumstance be lable toos or detention of or damage to goods howsoever caused, arising at the time when the goods are no more in the actual custody of the Carries agents or servants. For this purpose, the goods will not be in the actual custody of the Carrier, his agents or servants whenever the goods required to be discharged and releaded in ports or routes under Port Authorities or Government requirements. Perior for a formation of the carrier does not undertake the goods shall arrive at the port of discharge or at the place of delivery at any particular time or to meet any particular market or use save as inded in clause 5. The Carrier shall in no circumstance be responsible for any direct, indirect or consequential loss or loss or damage sustained he Merchant as a consequence of a delayed delivery of the goods.

Carrier's responsibility.

a) Port to Port shipment
Where the carriage evidenced by this Bill of Lading is a port to port shipment, the liability of the Carrier (if any) for loss of or damage to the goods, occurring during the period the goods are in the custody of the Carrier, his Agents or Sevants, shall be determined in accordance with Hague-Visby Rules (as contained in the International Convention of the Unification of Certain Rules relating to Bills of Lading dated Brussels, 25 August 1924, amended by the Protocols of 23 February 1968 and 21 December 1979) or with the Italian Code of Navigation whichever shall be applicable according to Italian Law.

In case and to the extent that a energie contracted account.

icable according to Italian Law. ase and to the extent that a specific contractual arrangement between the Carrier and the Merchant, or any court decision (whether in cont bailment or otherwise) extends the Carrier's period of responsibility to all or any part of the period before loading or of the period harge, including cargo misdelivery, then Carrier shall rely on all benefits, rights, defences, immunities, limitations and liberties as provided in ue-Visby Pulses or in the Italian Code of Navigation during such additional period of responsibility, despite that the loss, damage or misdel not occur during the shipment by sea.

- cld not occur during the shipment by sea.

  b) Combined Transport:

  Notwithstanding anything provided for in clause 5 and 6 of this Bill of Lading, and subject to clause 20:

  1) If it can be proved where the loss of or damage to the goods occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by Italian Law, including any International Convention applicable to the single leg of carriage
- emitted to require such abunity to be determined by fittain Law, including any international convention applicable to the single ago carriage a according to fittain Law.

  In all other cases where it cannot be proved where the loss or damage has occurred, the loss of or damage to the goods shall be deemed to have occurred outing the carriage at sea and the applicable along the will be determined in accordance with Hague-Visby Rules or with the Italian Code of Navigation whichever shall be applicable according to Italian Law.

  The burden of proving that the loss or damage was due to one or more of the causes and/or events stated in this clause 4 shall rest upon the bit.
- ods and route of transportation:

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- Interest whose and route of transportation:

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

  use any means of transportation or stowage whatsoever,

  transfer the goods from one conveyance to another, including, but not limited to, transhipping or carrying the same on other vessels than
  those named on the face hereof or by any other means of transportation whatsoever,

  unpack and remove goods which have been stowed into containers and forward the same in other container/containers or otherwise,

  proceed or order vessel to proceed by any toute in his discretion (whether or not the nearest or most direct or geographic as customary

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  pand or unload the goods at any place or port (whether or not any such part is named overlead as the port of loading or port of discharge)

  and store the goods at any place or port (whether or not any such part is named overlead as the port of loading or port of discharge)

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  comply with any order or recommendations given by any Government or Authority or any personal body acting or purporting to act as or

  on behalf of such Government or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right

  to give such order or recommendations;

  permit the vessel to proceed with or without plot, to tow or to be towed or to be drydocked.

   Iberties set out in sub clause a) above may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the

  riages of the goods, including loa

- the Merchant accepts that carriage may properly be undertaken in a general purpose container and relieves the carriage, unleading therefrom.

  Subcontracting

  The Carrier shall be entitled to subcontract on any terms the whole of or any part of the carriage, loading, unloading, storing, warehousing, handling and any or all duties whatsoever undertaken by the carrier in relation to the goods.

  The Merchant undertakes that no claim or allegation shall 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 by any of them any liability whatsoever in connection with the goods and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences there. Without prejudice to the foregoing, every such servant, agent or subcontractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit; and, in entering into this contract the Carrier to the extent of those provisions does so not only on its own behalf but also as agent and trustee for such servant, agents or subcontractor. The expression "subcontractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.

  Matters affecting performance:

  It any time the contract of carriage evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or a goods were accepted for carriage), the carrier (whether or not the carriage is commenced) may either:

  without notice to the Merchant abandon the carriage of the goods and place the goods or any part of them at the Merchant's disposal at any place or port which the Carrier shall nevertheless be entitled to full freight on goods receive the goods or any part of them at the Merchant shap any additional cost of the carriage to and delivery and storage at such place or port; or wi

the maximum period between source inclosed and as the second of the Shipper's Packed containers: Shipper's Packed containers: container has not been filled, packed, stuffed or stowed by the Carrier. The Carrier shall be liable for loss of or for damages to the goods only in case the Merchant proves that such loss or damages were not caused the Carrier shall be liable for loss of or for damages to the goods only in case the Merchant proves that such loss or damages were not caused the Carrier shall be liable for loss of or for damages to the goods only in case the Merchant proves that such loss or damages were not caused the Carrier shall be liable for loss of or for damages to the goods only in case the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages to the goods only in case the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages to the goods only in case the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages to the goods only in case the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages were not caused the Merchant proves that such loss or damages were not caused the Merchant proves the such loss of the Merchant proves that such loss or damages were not caused the Merchant proves the such loss of the Merchant proves that such loss or damages were not caused the Merchant proves the such loss of the Merchant proves that such loss or damages were not caused the Merchant proves the such loss of the such loss of the Merchant proves the such loss of the such loss of the Merchant proves the such loss of the suc

the manner in which the container has been filled, packed, stuffed or stowed; or

- the unsuitability of the goods for carriage in containers; or the unsuitability or defective condition of containers provided that, where the container has been provided by or on behalf of the Carrier this sub-paragent 3) shall only apply if the unsuitability or defective conditions arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the container was filled,
- packed, stuffed or stowed.

  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 paragraph a) 1) 2) and 3) above, save that where such loss, damage, liability or expense was caused by a matter referred to in paragraph a) 3), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to
- the paragraph apply.

  Methods that be liable for any damage and contamination to vessel, her tackle, apparel furniture and any other cargo loaded, caused by d stowage and improper packing of goods inside any such container.

- bad stowage and improper packing of goods inside any such container.

  Merchant's responsibility:

  The Merchant warrants to the Carrier that the particulars relating to the goods as set out overleaf have been checked on receipt of this. Bill of Lading and that such particulars and any other particulars furnished by him or on his behalf are correct.

  The Merchant shall be deemed to have guaranteed to the Carrier the accuracy at the time of shipment of the marks, number, quality, quantity, standards and weight, as furnished by him, and shall indemnify the Carrier against all losses, damages and expenses arising or resulting from naccuracy in such particulars.

  The Merchant shall indemnify the Carrier against all losses, damages, fines and expenses arising a such particulars.

  The Merchant shall indemnify the Carrier against all losses, damages, fines and expenses arising a such particulars.

- Standards and weight, as furnished by ritint, and stean inventing the carbon against all standards. The Merchant shall indemnify the Carrier against all losses, damages, fines and expenses arising or resulting from inaccuracy or inadequacy of such particulars or from any other cause in connection with the goods for which the Carrier is not responsible.

  The Merchant shall comply with all regulations or requirements of any Customs, port or any other Authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges (including ad valorem whartage) or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of goods and indemnify the Carrier in respect thereof. The Merchant also beneby agrees to indemnify the Carrier against any customs fine and/or dues and/or any other costs expenses that Customs Authorities and/or any other Authorities may impose on the Carrier owing to shortlanding and/or overlanding of goods resulting at time of opening Containers (lyttailers) in respect of particulars of goods declared by him on the Bill of Lading.

  \*\*Ottonal Stowage and deck cargo:\*\* wage and deck cargo: ay be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation.

- The guous may be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation. Goods, whether or not packed in containers, may be carried on deck or under deck without notice to the Merchant and without need of a specific notation on the front of this Bill of Lading and all 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 Hague Rules or the Hague Visby Rules as specified in clause 4) and shall be carried subject to those Rules, whenever applicable.
  Notwithstanding sub clause by above in the case of goods which are stated on the face hereof as being carried on deck, and which are so carried, the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever and whatsoever arising. Freight and charges:

- Freight and charges are always payable net and clear of any expenses at the place indicated overleaf. In no event shall the Merchant and/or the Holder have any rights of retention or set off unless a counterclaim is accepted in writing by the Carrier or determined by a final and binding
- Freight and charges are always payable net and clear of any experises at the place influence or the Carrier of telermined by a final and binding Court judgement. When freight and charges of whatever nature are payable at destination, they must be paid before taking delivery of the cargo or as may be agreed with the carrier. Save as provided in clause 9 (a), should it result from a check made by the Carrier that the declared weight or measurement of the cargo are less than that ascertained or that the contents belong to a higher Class or the Value of the goods has been incorrectly stated by the Merchant, a mount equal to double the Correct freight which would have been charged if the goods has been incorrectly stated by the Merchant, a mount equal to double the Correct freight which would have been charged if the goods has been incorrectly stated by the Merchant, an amount equal to double the Correct freight which would have been charged if the goods has been incorrectly stated by the Merchant as more than the contract of the correct present of the correct all sums due including the cost of recovering sums due.

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  Valuable goods:

  The Haster nor the Carrier, his Agents or Servants, shall be liable for valuable goods unless the value thereof is declared in this Bill of Lading he Membart nor the Carrier, his Agents or Servants, shall be liable for valuable goods shall have been suitably packed as follows: when packed on the packed on the inside and sealed by sealing wax or lead at the opening; when packed in wooden cases, the same sto be strongly inteed to flower screwed) and inon strapped at the ends and opening, the seals entered deeply into the wood.

  Dangerous goods and contraband:

  No goods which are or may become ideal greater, inflammable or damaging (including radio-active materials or industrial or chemical waste of every nature) or which are or may become liable to damage any other property whatsoever shall be tendered to the Carrier for carriage without his express consent in writing, and without the container or any covering in which the goods are to be trasported, and the goods being distinct marked on their outsides on as to indicate their nature and character, and so as to comply with any applicable laws, regulations or requirements relating to their transportation and carriage, if any such goods are delivered to the Carrier without such was the container or marking, or in the destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight.
- Obstroyed, displaced or, aberitoried or lendered refiness without complex sealor to the work as a sum and proposed as a combined carrier in the firegist.

  The Megic producing storage at any intermediate port having regard to their nature and in compliance with all laws and regulations which may be carried producing storage at any intermediate port having regard to their nature and in compliance with all laws and regulations which may be Whenever goods are discovered to be contraband or prohibited by any applicable laws or regulations, the Carrier, his servants and agents shall, at their absolute discretion, be at liberty to jettison, land, destroy or otherwise dispose of such goods. The carrier shall not be liable to compensate the Merchant and the Merchant will be obliged to indemnify the Carrier for any loss, expense, including fines which may be imposed by any authority, and costs incurred or sustained as a consequence of any breach of the provisions of this clause.

  The Merchant shall also indemnify the Carrier for all costs of fire extinghuishing, precautions, if any, detention and storage charges as well as disposal costs in the event of goods being ordered to be discharged because of their dangerous nature.

  Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provided for.

  Refrirearted carroe:

- Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provueur un.

  Nothing contained in this clause shall deprive the Carrier of any goods which require refrigeration without previously giving written notice to the refreshead understates not to tender for transportation any goods which require refrigeration without previously giving written notice to the refreshead understates that the goods have been properly stowed in the container and its hermostatic controls have been adequately set by him just before acceptance of the goods by the Carrier. If the above requirements are not compiled with the Carrier shall not be liable for any loss of or damage to the goods howsoever arising.

  The Carrier shall not be liable for any loss of or damage to the goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the containers, vessel, conveyance and any other facility, provided that the Carrier shall before or at the beginning of the transportation, exercise due diligence in maintaining the same in afficient manner.

  Refrigerated cargo carried in reefer containers shall be collected by consigness immediately upon discharge. The Carrier shall in no circumstances whatsoever be liable for damage to the goods due to lack of or insufficient refrigeration after the container has one discharged.

  Special Delivery

Special Delivery

Special arrangements for receiving the goods are full Container Load and delivering same as Less than Container Load (FCLL-CLand/or for split delivering from the goods to more than one receiver shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the goods, which are found upon destuffing the container. The Merchart shall be liable for an appropriate adjustment of the freight and charges and shall pay all additional costs incurred.

Special arrangements for receiving the goods as Less than Container Load and delivering them as Full Container Load (LCL/FCL) shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage, or discrepancies of the goods which are not apparent at the time of such delivery, provided that the Carrier shall have exercised ordinary care in packing the container. The Merchant shall pay all additional costs incurred).

Return of empty containers/trailers/vehicles set beyond Carrier's oustody during such period. Vessel likewise is not responsible for damages accordainers/trailers/vehicles are beyond Carrier's oustody during such period. Vessel likewise is not responsible for mages ascertained on containers/trailers/vehicles are beyond Carrier's oustody during such period. Vessel likewise is not responsible for damages ascertained on containers/trailers/vehicles and delivering at and of return voyage unless cargo intress's and/or owners of containers/trailers/vehicles on discharge at end of return voyage unless cargo intress's and/or owners of containers/trailers/vehicles on discharge at end of return voyage unless cargo intress's and/or owners of containers/trailers/vehicles on discharge at end of return voyage unless cargo intress's and/or owners of containers/trailers/vehicles are the province of t

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  In the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading or if the loss or damage
  be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods
  as described in this Bill of Lading.

  Subject to sub-clause 3) below the Carrier shall be discharged from all liability under this Bill of Lading unless suit is brought and written notice
  thereof given to the Carrier within twelve months after delivery of the goods. In the case of total loss of the goods the period shall begin to run
  two months after the goods have been received for transportation.

  Notwithstanding sub-clause 2) above if the whole of the carriage undertaken by the Carrier is limited to the carriage from a CY or CFS in
  or immediately adjacent to the sea terminal at the port of lading to a CY or CFS in or immediately adjacent to the sea terminal at the port of
  discharge, the Carrier shall be discharged from all liability values were in goods and the size of their
  delivery or of the date when the goods should have been delivered.

  Tracing of the goods

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Tracing of the goods.

Carrier shall have the date when the goods should have been delivered.

Tracing of the goods.

Carrier shall have a period of six months, from the date of the Vessel's arrival, for the purpose of tracing goods which eventually did not reach eir destination. In the case of the Carrier having traced the goods which were mislaid, the Carrier shall have the right to redeliver the same even if a proceedings have already been commenced, provided that such proceedings are still to be concluded by a final Judgement. On receiving the doods, the Merchant must abandon and discontinue absolutely, such legal proceedings without claiming reimbursement of any legal expenses. It carrier is not responsible for any legal expenses.

Prohibition against abandonment of goods to the Carrier to case has the Merchant the right to abandon the goods entrusided to the Carrier to case has the Merchant the right to abandon the goods entrusided to the Carrier to case has the Merchant the right to abandon the goods entrusided to the Carrier to reasons such as damage to the goods, depreciation and/ partial loss of the goods and/or any quality reasons, delay in redelivery or for any reason whatsoever. In the event of abandonment, the Merchant in the right to abandon the goods entrusing therefrom.

The amount of compensation of compensation of combinating artists and the product of the goods provided always that the Carrier's fability does not exceed € 103.29. per package or unit (in case the Italian Code of Navigation applies) or a maximum of SDR 666.67 per package or unit or SDR 29 per kilo or a maximum of USS2.00 per kilo in all other cases.

The provisions of clause 20.3 above shall not apply when the value for the goods has been declared in this Bill of Ladining and the Merchant has paid extra freight on such declared value.

- paid extra freight on such declared value.
  The Carrier shall in no circumstance be liable to indemnify the Merchant for delay, loss of profit, consequential loss, decrease of value and any

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ods whether the action be founded in contract or in tort.

General Average
General Average Shall be adjusted and settled at London or at any other port or place at the Carrier's option according to the York/Antwerp
General Average shall be adjusted and settled at London or at any other port or place at the Carrier's option according to the York/Antwerp
General Average statement shall be prepared by these Rules, according to the laws and usages of the port or place of adjustment, and in the
currency selected by the Carrier.

The General Average statement shall be prepared by the adjusters appointed by the Carrier. Average agreements or bonds and such cash
deposits as the Carrier or his adjusters may deem sufficient to cover the estimated contribution of the goods and any salvage and special
charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery
of the goods.

of the goods.
If the Carrier delivers the goods without obtaining security for the General Average contributions, the Merchant, by taking delivery of the goods undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall require. The Carrier shall be under no obligation to exercise any lien for any General Average contributions due to the Merchant. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods and the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices sor expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if the salving ship belonged to strangers.

Both to blame collision clause

(8) Both to blame collision clause he carrying ship comes into collision with another ship as a result of the negligence of that other ship or any act, neglect or default in the navigation the carrying ship, the Merchant undertakes to pay to the Carrier or, where the Carrier is not the owner and in possession of the carrying ship, to the Carrier as trustee for the owner and/or demise charterer of the carrying results as trustee for the Carrier and/or owner and/ordenise charterer of the carrying ship against all loss or liability to the other or non-carrying ship and her owners in so far as such loss or liability represents loss of or damage to his goods or any claim whatsoever of the Merchant, paid or payable by the other or no-arrying ship or her owners the Merchant and setoff, recouped or recovered by the other or non-carrying or her owners as part of their claim against the carrying ship or her or demise charterer or the Carrier. The foregoning provisions shall also apply where the owner's operators, or those in charge of any ship or ships objects other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.)

24) Tariff
All terms and conditions of the Carrier's applicable tariff concerning delivery at the terminal, handling and storage of goods before loading on the intended vessel and after discharge are to be considered as fully inconporated herein.
Particular attention is drawn to the terms therein relating to demurrages/detentions. Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier or his Agents upon request. In case of inconsistency between this Bill of Lading and the applicable tariff, the terms of this Bill of Lading shall prevail.