GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

1) Definitions:

"CARRIER" means the party in whose name and on whose behalf this Bill of Lading has been issued, as provided on the face of this document;

"MERCHANT" 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;

"HOLDER" 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;

"GOODS" 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;

"CONTAINER" includes any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate goods;

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

"VESSEL" includes vessel/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;

"ACCEPTANCE" 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 acceptance is mentioned;

"DELIVERY" means the handing over of the goods by the Carrier, his Agents or Servants to the Merchant or his Agents when a place of delivery is mentioned on the reverse side of this bill of lading or the discharge of the goods under tackle at the port of discharge, subject to the provisions of clause 7 below.

2) Law and jurisdiction:

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

3) Period of responsibility:

The Carrier, his agents or servants shall not be liable for loss of or damage to the goods, before acceptance (and in any case before loading on the 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. Acceptance and Delivery of the goods shall be construed in accordance with clause 1 above. The Carrier shall under no circumstance be liable for any loss 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 Carrier, his 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 are required to be discharged and reloaded in ports or routes under Port Authorities or Government requirements. The Carrier does not undertake that 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 provided in clause 5. The Carrier shall in no circumstance be responsible for any direct, indirect or consequential loss or loss or damage sustained by the Merchant as a consequence of a delayed delivery of the goods.

4) Carrier's responsibility

a) Port of Port shipment

Where the carriage called for 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 Servants, shall be determined in accordance with those provisions of national law making the Hague Rules (as contained in the International Convention of the Unification of Certain Rules relating to Bills of Lading dated Brussels, 25 August 1924) or the Hague /Visby Rules (the Hague Rules as amended by the Protocols of 23 February 1968 and 21 December 1997) compulsory applicable to this Bill of Lading or, if there be no such national law, in accordance with the Hague Rules or the Italian Code of Navigation, if Italian law is applicable.

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 or damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined;
   a) by the provisions contained in any international convention or national law the provisions of which:
      (I) cannot be departed from by private contract to the detriment of the Merchant and,
      (II) 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 any particular document which must be issued if such international convention or national law shall apply.

   Provided that an international convention or national law will determine the Carrier's liability as aforesaid only if it would have been applicable if the contract referred to in (II) above were governed:
      1) where the loss or damage occurred between the time that the goods were received by the Carrier for transportation and the time that the goods were loaded at the port of loading, by the internal law of the State of the place of receipt or
      2) where the loss or damage occurred, during carriage by sea, by the internal law of the State of the port of discharge or
      3) where the loss or damage occurred between the time that the goods were discharged at the final port of discharge and the time that the goods were delivered to the Merchant, by the internal law of the State of the place of delivery or
   b) subject to a)
      (I) by the Hague Rules or the Hague/Visby Rules referred to in clause 4 (A) above, as the case may be, if the loss or damage is proved to have occurred at sea;
      (II) by the International Convention for the carriage of goods by road -CMR- signed at Geneva 19 May, as amended by the Protocol of Geneva of 5 July 1978, if the loss or damage is proved to have occurred during carriage by road within European countries;
      (III) by the International Convention for the carriage of goods by rail -CIM- signed at Bern on 9 May 1980 (as amended as from 1 January 1991), if the loss or damage is proved to have occurred during the carriage by rail within European countries;
      (IV) by the provisions of the Italian Civil Code if the loss or damage is proved to have occurred during carriage by road in Italy (in which case the liability shall not exceed US$2 per kilo of gross weight of the goods lost or damaged) or by the Italian Act 30 March 1961 n. 197 (and any amendments thereto) containing the provisions for the carriage of goods by rail, if the loss or damage is proved to have occurred during carriage by rail in Italy.
2) In all other cases where it can not be proved where the loss or damage has occurred, the loss of or damage to the goods shall be deemed to have occurred during the carriage at sea and the law, subject to the provisions of clause 2 above, will apply.
3) 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 Carrier.

5) Methods and route of transportation:

a) The Carrier may at any time and without notice to the Merchant:
   1) use any means of transportation or stowage whatsoever;
   2) 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;
   3) unpack and remove goods which have been stowed into containers and forward the same in other container/containers or otherwise.
   4) proceed or order vessel to proceed by any route in his discretion (whether or not the nearest or most direct or geographic as customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;
   5) load or unload the goods at any place or port (whether or not any such port is named overleaf as the port of loading or port of discharge) and store the goods at any such place or port as customary and as long as necessary;
   6) 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;
   7) permit the vessel to proceed with or without pilot, to tow or to be towed or to be drydocked.
b) The liberties set out in sub clause a) above may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the carriage of the goods, including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any person, including but not limited to persons involved with the operation or maintenance of the vessel and assisting other vessels in all situations; anything done in accordance with sub clause a) above or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.
c) By tendering goods for carriage without any written request for carriage in a specialized container or for carriage otherwise than in a container, the Merchant accepts that carriage may properly be undertaken in a general purpose container and relieves the Carrier from any consequences therefrom.

6) Subcontracting

1) 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.
2) 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 term 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 thereof. 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 where 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.
3) The expression "subcontractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.

7) Matters affecting performance:

If at 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 of any kind (other than inability of the goods or any part thereof to be safely or properly carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the goods were accepted for carriage), the carrier (whether or not the carriage is commenced) may either:

a) 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 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 goods received for carriage and the Merchant shall pay any additional cost of the carriage to and delivery and storage at such place or port; or
b) without prejudice to the Carrier's right subsequently to abandon the carriage under and upon notice to the Merchant, suspend carriage of goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading, against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward goods, the carriage of which has been suspended, as soon as possible, after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representation as to the maximum period between such removal and the forwarding of the goods to the place of intended delivery named in this Bill of Lading.

8) Shipper's Packed containers:

If a container has not been filled, packed, stuffed or stowed by the Carrier.

a) 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 by
   1) the manner in which the container has been filled, packed, stuffed or stowed; or
   2) the unsuitability of the goods for carriage in containers; or
   3) the unsuitability or defective condition of containers provided that, where the container has been provided by or on behalf of the Carrier this sub-paragraph 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.
b) 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 in the paragraph apply.
c) The Merchant shall be liable for any damage and contamination to vessel, her tackle, apparel furniture and any other cargo loaded, caused by bad stowage and improper packing of goods inside any such container.

9) Merchant's responsibility:

a) 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.
b) 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 inaccuracy in such particulars.
c) The Merchant shall indemnify the Carrier against all losses, damages, fines ans 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.
d) 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 wharfage) 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.
e) The Merchant also hereby 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 container(s)/trailer(s) in respect of particulars of goods declared by him on the Bill of Lading.

10) Optional stowage and deck cargo:

a) The goods may be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation.
b) 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.
c) Notwithstanding sub clause b) 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.

11) Freight and charges:

a) Freight, whether actually paid or not, shall be considered as fully earned on receipt of the goods by the Carrier and not returnable, in any event, whether the vessel and/or goods arrives at her destination or whether she is lost on the voyage or whether due to force majeure she must return before reaching her destination, either due to stranding, collision or any other cause or act of force majeure whatsoever which may cause the Carrier to discharge the goods in an intermediate port or ports and also in the case of total or partial loss, or average to the goods.
b) 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 Court judgement
c) 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.
d) 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, an amount equal to double the Correct freight which would have been charged if the goods had been accurately described or valued, as well as the full cost of the check shall be paid (if required by the Carrier) as preliquidated damages by the Merchant. A Certificate signed by the Carrier or his agent shall be conclusive evidence for all purposes of the amount that would have been so charged.
e) The carrier shall have a lien on the Goods and any documents relating thereto and all sums payable to the Carrier under this contract and for any sums referred to overleaf including but not limited to freight, dead freight, cargo demurrage and relevant extra detention and for general average contributions. The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier shall be entitled to sell the goods privately or by auction without notice to the Merchant to recover all sums due including the cost of recovering sums due.
f) Charges or other compensation, higher than that provided by Clause 12 or 20, whichever is applicable, may be claimed with the consent of the Carrier, if the Value of the goods declared by the Merchant in writing, which exceeds the limits down in these clauses has been stated in this Bill of Lading and accepted by the Carrier and extra freight paid on such Value. In such a case, the amount of the declared value shall substitute those limits. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.
g) The Merchant has the duty to arrange that any cargo tendered for transportation is packed, palletised, lashed and secured (as may be necessary) in a seaworthy manner. The Carrier, in any event, has the right to refuse the acceptance and/or to suspend the transportation of the goods and/or to secure them before or during the transportation. Any additional, cost, expense and/or extra deadfreight will be for the Merchant's account.

12) Valuable goods:

Neither the Master nor the Carrier, his Agents or Servants, shall be liable for valuable goods unless the value thereof is declared in this Bill of Lading by the Merchant and freight has been paid accordingly and also that such valuable goods shall have been suitably packed as follows: when packed in cloth bags, the same must be placed on the inside and sealed by sealing wax or lead at the opening; when packed in wooden cases, the same must be strongly rivetted (never screwed) and iron strapped at the ends and opening, the seals entered deeply into the wood.

13) Dangerous goods and contraband:

a) No goods which are or may become dangerous, 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 transported, and the goods being distinctly marked on their outside so 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 written consent or marking, or in the opinion of the Carrier the goods are or are liable to become of a dangerous, inflammable or damaging nature, the same 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.
b) The Merchant undertakes that the goods will be packed on presentation in a manner adequate to withstand the ordinary risks of a combined carriage including storage at any intermediate port having regard to their nature and in compliance with all laws and regulations which may be applicable during carriage.
c) 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.
d) The Merchant shall also indemnify the Carrier for all costs of fire extinguishing, 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.
e) Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provided for.

14) Refrigerated cargo:

a) The Merchant undertakes not to tender for transportation any goods which require refrigeration without previously giving written notice to the Carrier of the nature and particular temperature range to be maintained. In the case of refrigerated containers packed by or on behalf of the Merchant, he further undertakes that the goods have been properly stowed in the containers and its thermostatic controls have been adequately set by him just before acceptance of the goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the goods howsoever arising.
b) 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 container, 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 an efficient manner.
c) Refrigerated cargo carried in reefer containers shall be collected by consignees 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 been discharged.

15) Special Delivery

a) Special arrangements for receiving the goods as Full Container Load and delivering same as Less than Container Load (FCL/LCL)and/or for split delivery of 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 Merchant shall be liable for an appropriate adjustment of the freight and charges and shall pay all additional costs incurred.
b) 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).

16) Return of empty containers/trailers/vehicles

Vessel is not responsible for damages to/loss of containers and/or trailers and/or others vehicles between discharge at destination and reloading on the return voyage as containers/trailers/vehicles are beyond Carrier's custody during such period. Vessel likewise is not responsible for damages ascertained on containers/trailers/vehicles on discharge at end of return voyage unless cargo interests and/or owners of containers/trailers/vehicles prove by documents issued by Master or signed by him that containers/trailers/vehicles were in good order and condition upon reloading on return voyage.

17) Notice of Loss, Time bar and Time to sue

1) Unless notice of loss or damage to the goods and of the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of 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.
2) 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.
3) 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 whatsoever in respect of the goods unless suit is brought within one year of their delivery or of the date when the goods should have been delivered.

18) Tracing of the goods

The 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 their 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 legal proceedings have already been commenced, provided that such proceedings are still to be concluded by a final Judgement. On receiving the said goods, the Merchant must abandon and discontinue absolutely, such legal proceedings without claiming reimbursement of any legal expenses. The Carrier is not responsible for any other costs, expenses, or fine, as a result of the late delivery of the goods at destination.

19) Prohibition against abandonment of goods to the Carrier

In no case has the Merchant the right to abandon the goods entrusted to the Carrier for reasons such as damage to the goods, depreciation and/or 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 shall be liable for any and all cost, fines, storage or demurrage arising therefrom.

20) The amount of compensation

a) In case of damage to or loss of the goods, for which the Carrier is liable, such liability shall be calculated on the basis of the actual invoiced value of the goods, provided always that the Carrier's liability does not exceed € 104,- 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 2 per kilo or a maximum of US$2.00 per kilo in all other cases.
b) The provisions of clause 20 a) above shall not apply when the value of the goods has been declared in this Bill of Lading and the Merchant has paid extra freight on such declared value.
c) The Carrier shall in no circumstance be liable to indemnify the Merchant for delay, loss of profit, consequential loss, decrease of value and any other indirect loss.

21) Defences and limitations for the Carrier

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.
The defences and limitations of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

22) General Average

1) 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 Rules 1994 and, as to matters not provided for 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.
2) 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.
3) The Carrier shall be under no obligation to exercise any lien for any General Average contributions due to the Merchant.
4) 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, loss 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. 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.

23) Both to blame collision clause

If the 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 of 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 pay to the Carrier as trustee for the owner and/or demise charterer of the carrying vessel, a sum sufficient to indemnify the Carrier and/or owner and/or demise charterer of the carrying ship against all loss or liability to the other or noncarrying 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 noncarrying ship or her owners to 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 owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owner's operators, or those in charge of any ship or ships or 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 incorporated 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.