

ENDORSEMENTS

GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

1) Definitions

a) **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 Bill of Lading and includes its respective servants, agents and sub-contractors.

b) **HOLDERS**

means the person(s) to whom or to which this Bill of Lading is made payable, or the order of or bearer of this Bill of Lading as the case may be.

c) **MERCHANT**

means the person(s) who executes or gives power of attorney for the execution of the carriage or operation hereof, who has signed or caused to be signed in the name of and on behalf of the Carrier, a discharge or receipt, a statement of loss or damage or a lien demand or any other documents in connection with the carriage or operation hereof, or has made a deposit or delivery or other act in relation to the carriage or operation hereof, or is in charge of, or in possession of or control of, the goods, or has caused to be delivered or stored or delivered for storage by or on behalf of the Carrier, or is responsible for the goods, or is in any way involved in the carriage or operation hereof.

d) **CONTAINER**

means a box, tank, drum, hopper or similar article used to consolidate all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

e) **ACCEPTANCE**

means the handing over of the goods to the Carrier, his Agents or Servants when a place of acceptance is mentioned in this Bill of Lading and the Carrier or his Agents or Servants shall be deemed to have accepted the goods when they are delivered to the Carrier or to his Agents or Servants at the port of discharge or place of delivery or any other place such as the Carrier may appoint in the Bill of Lading.

f) **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 face of this Bill of Lading or the discharge of the goods or service facilitated by the full payment of all charges, relevant to the carriage or any other act or service as the case may be.

2) Law and jurisdiction

Any claim or dispute arising out of the contract of carriage evidenced by this Bill of Lading or in connection therewith shall be brought before the Court of Palermo, Italy. The Carrier reserves the right to sue the MERCHANT in any other Court as it may deem appropriate.

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 vessel or in the case of transport by road or rail, before transport on the vessel or up to the point of loading), except to the extent that such loss or damage results from the fault or neglect of another carrier or shipper or the fault or neglect of any person or party not under the control of the Carrier or his agents or servants, and shall not be liable for the loss of or damage to the goods after acceptance (and in any case after discharge from the vessel or in the case of transport by road or rail, after transport on the vessel or up to the point of discharge), except to the extent that such loss or damage results from the fault or neglect of the Carrier or his agents or servants. The Carrier shall not be liable for any loss of or damage in transit to or from ports or places other than such ones as are mentioned in this Bill of Lading, and the Carrier reserves the right to take legal action against the MERCHANT and/or the Holder as well at any other Competent Court.

In case 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 applicable according to Italian Law. The Carrier, however, reserves the right to sue the MERCHANT in any other Court as it may deem appropriate.

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 other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions. The Carrier shall also have a lien on the Goods and any Documents relating thereto and all sums payable to the Carrier under this contract and for any other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions. The Carrier shall also have a lien on the Goods and any Documents relating thereto and all sums payable to the Carrier under this contract and for any other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions.

3) 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 other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions. The Carrier shall also have a lien on the Goods and any Documents relating thereto and all sums payable to the Carrier under this contract and for any other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions.

4) If the carrier’s bill is in blank form, the holder of the bill whose name is set into the bill (if any) will be called the Payee and the person to whom the bill is paid in blank will be called the Drawee. The Carrier or his agent shall be conclusive evidence for all purposes of the amount that would have been so charged.

5) 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 other cause, including but not limited to all sums related to the carriage or operation hereof and any sum payable to the Carrier as a result of general average contributions.

6) If the carrier’s bill is in blank form, the holder of the bill whose name is set into the bill (if any) will be called the Payee and the person to whom the bill is paid in blank will be called the Drawee. The Carrier or his agent shall be conclusive evidence for all purposes of the amount that would have been so charged.

7) In case of discrepancy between this Bill of Lading and the applicable Tariff, the terms of the latter shall be deemed to be incorporated herein. The Carrier shall have the right to sue the MERCHANT and/or the Holder as well at any other Competent Court.

8) If a claim or dispute arising out of the contract of carriage evidenced by this Bill of Lading or in connection therewith shall be brought before the Court of Milan, Italy. The Carrier reserves the right to sue the MERCHANT in any other Court as it may deem appropriate.

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4) If the carrier’s bill is in blank form, the holder of the bill whose name is set into the bill (if any) will be called the Payee and the person to whom the bill is paid in blank will be called the Drawee. The Carrier or his agent shall be conclusive evidence for all purposes of the amount that would have been so charged.

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Registered Offices in: via Emerico Amari 8, 90139 Palermo - Italy

8) 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 right of setoff or right of setoff is not acceptable in converting the Carrier or determining thereby to liquidate and/or settle the claim by or against the Carrier.

9) Merchant’s responsibility:

a) 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 applicable according to Italian Law. The Carrier, however, reserves the right to sue the MERCHANT in any other Court as it may deem appropriate.

b) If a claim or dispute arising out of the contract of carriage evidenced by this Bill of Lading or in connection therewith shall be brought before the Court of Milan, Italy. The Carrier reserves the right to sue the MERCHANT in any other Court as it may deem appropriate.

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.

4) If the carrier’s bill is in blank form, the holder of the bill whose name is set into the bill (if any) will be called the Payee and the person to whom the bill is paid in blank will be called the Drawee. The Carrier or his agent shall be conclusive evidence for all purposes of the amount that would have been so charged.