

GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

- 1) Definitions: "CARRIER", "MERCHANT", "HOLDER", "GOODS", "CONTAINER", "FREIGHT", "VESSEL", "ACCEPTANCE", "DELIVERY" means the party in whose name and on whose behalf this Bill of Lading has been issued...

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 to the exclusion of any other Court and in accordance with the law of Italy...

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...

4) 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 Servants, shall be determined in accordance with Hague-Visby Rules...

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...

5) Methods and route of transportation: 1) 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...

6) Subcontracting 1) The Carrier shall be entitled to subcontract on any terms the whole 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 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 thereof...

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...

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 damages to the goods only in case the Merchant proves that such loss or damages were not caused by the manner in which the container has been filled, packed, stuffed or stowed; or b) the unsuitability of the goods for carriage in containers; or c) 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.

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.

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 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.

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 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.

12) Valuable goods: Neither the Merchant 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 sewing wax or lead at the opening; when packed in wooden cases, the same must be strongly riveted (never screwed) and iron strapped at the ends and opening, the seals entered deeply into the wood.

13) Dangerous goods and contraband: a) No inflammable, explosive, poisonous, flammable or other dangerous 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.

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 stored in the container and its thermostat 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.

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.

16) Turn of employment of containers/trailers/vehicles: Vessel is not responsible for damages/loss of containers and/or trailers and/or other 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.

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 loss of or damages to the goods, 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 € 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 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.

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 2016 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.

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 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 non-carrying ship or her owners to the Merchant and solely, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owners or demise charterer or the Carrier. The foregoing provisions shall also apply where the other ship'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. Parties are deemed to have agreed to the terms and conditions. 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.