

ENDORSEMENTS

GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

- "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;

"MERCHANDISE" includes the shipper, holder, consignee, receiver of the goods or any person owning or entitled to the possession of the goods or of the documents relating to them; 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 by the Carrier in accordance with the applicable Tariff and this Bill of Lading;

"VESSEL" means vessel/s, s/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 to the exclusion of any other Court 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 place.

For U.S. Trade Route: Any and all claims and/or disputes arising under the contract of carriage to or from the United States, evidenced by this Bill of Lading or in connection therewith, shall be brought before and determined by the Federal Court of New Jersey in Newark.

The Carrier however reserves the right to take action against the Merchant and/or the Holder as well, at any Competent Court and in any jurisdiction they or their assets have can be found. This bill of lading shall have effect subject to the provisions of U.S. COGSA and to the Provisions of the Pomerene Act (U.S.C.) regarding delivery at any particular time or to meet any particular need or circumstance as provided in clause 5. The Carrier shall not be responsible for any direct, indirect or consequential loss or damage sustained by the Merchant as a consequence of a delayed delivery of the goods.

a) 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) until the contrary is expressly stated on the reverse side of the bill of Lading and after delivery 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 retention of or damage to goods however 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 place of destination or delivery at any particular time or to meet any particular need or circumstance as provided in clause 5. The Carrier shall in no circumstance be responsible for any direct, indirect or consequential loss or damage sustained by the Merchant as a consequence of a delayed delivery of the goods.

b) Carrier's responsibility

a) Port to Port shipment

Where the cargo evidenced by the 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 (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 specific contractual arrangement between the Carrier and the Merchant, or any court decision (whether in contract, tort, bailment or otherwise) extends the Carrier's period of responsibility to all or any part of the period before loading or of the period after discharge, including cargo misdelivery, then Carrier shall rely on all benefits, rights, defenses, immunities, limitations and liabilities as provided in the Hague-Visby Rules or in the Italian Code of Navigation during such additional period of responsibility, despite that the loss, damage or misdelivery did not occur during the shipment by sea.

b) Combined Transport

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

 - 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 according to Italian Law.
 - If 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 during the carriage at sea and the applicable law will be determined in accordance with Hague Visby Rules or with the Italian Code of Navigation whichever shall be applicable according to Italian Law.

c) U.S. Trade Route:

For Port to Port shipments and/or Combined Transports under the contract of carriage to or from the United States, this bill of lading shall take effect subject to the provisions of U.S. Carriage of Goods by Sea Act, 1936 (U.S. COGSA) insofar as it is compulsorily applicable.

Further, it is agreed that COGSA, including all its limitations and defenses, and the U.S. Pomerene Act, 1916, shall apply by contract to all shipments to and from the United States.

d) Methods and mode of transportation:

 - The Carrier may at any time and without notice to the Merchant:
 - use any means of transportation;
 - 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 containers/containers or otherwise;
 - proceed or order vessel to proceed by any route in its discretion (whether or not the nearest or most direct or geographic as customary or advertised) and to stop or to stay at any place or more often and in any order;
 - load or unload the goods at any place or port (whether or not any such port is named overtly 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;
 - 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 issue orders or recommendations;
 - permit the vessel to proceed with or without pilot, to tow or to be towed or to be dory-docked;
 - 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; and nothing done in accordance with sub-clause a) above or any duty arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.
 - 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 releases the Carrier from any consequences therefrom.

e) Subcontracting

 - 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.
 - 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 against any such servant, agent or subcontractor, the Carrier shall indemnify the Merchant, 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 each servant, agent or subcontractor.
 - The expression "subcontractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.

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) terminate the contract of carriage and deliver 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 the goods or to suspend or discontinue the carriage of the goods or any part of the goods, pending the removal of the cause of such hindrance, risk, delay, difficulty or disadvantage 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.

f) Shipper's Packed containers:

 - The goods shall be 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 by:
 - 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 of the container itself; and 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.
 - The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the causes referred to in paragraph a) 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.
 - The Merchant shall be liable for any damage and contamination to vessel, her tackle, apparel furniture and any other cargo loaded, caused by bad storage and improper packing of goods inside any such container.

g) Merchant's responsibility

 - The Merchant warrants to the Carrier that the particulars relating to the goods as set out overtly 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 such particulars.
 - 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 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 incident to the carriage in respect thereof.
 - 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 short landing 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:

 - The goods placed in the Carrier or his servants or agents in containers and/or any other means of transportation, including containers, tanks, drums, kegs, casks, hoppers, bins, boxes, crates, etc., 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 these Rules, whenever applicable.
 - Notwithstanding anything to the contrary, goods which are stowed on the face hereof as being carried on deck, and which are so carried, shall be carried under no liability whatsoever for loss, damage or delay, howsoever and whatsoever arising.

11) Freight and charges:

 - 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 to her port of destination, either due to stranding, collision or any other cause or act of force majeure whatever which may cause the Carrier to discharge the goods in an intermediate port or ports and also the case of total or partial loss or average to the goods.
 - Freight and charges are always payable net and clear of any expenses at the place indicated overtly. 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.
 - 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, 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 pro rata damages by the Merchant. A Certificate signed by the Carrier or his Agent shall be sufficient evidence of the