

- (definitions) When used in this bill of lading
- (A) "Ocean carrier" means the company named on the reverse of this bill of lading, which performs sea carriage of goods, and the vessel, her owner, and the demise charterer, weather any of the preceding parties is acting as ocean carrier, non-vessel operating company, or bailee.
- (B) "Inland carrier" means carriers (other than the ocean carrier) by land, water or air, participating in combined transport of the goods, weather acting as carrier of bailee.
- (C) "Combined Transport" means carriage of the goods under this bill of lading from place of receipt from merchant to place of delivery to merchant by the ocean carrier plus one or more inland carriers.
- (D) "Combined Transport" means carriage of the goods under this bill of lading other than combined transport.
- (E) "Merchant" includes the shipper, consignee, consignor, owner, and receiver of the goods and the holder of this bill of lading.
- (F) "Goods" means the cargo described on the face of this bill of lading and, if the cargo is packed into a container(s) supplied of furnished by or on behalf of the merchant, include the container(s) as well.
- (G) "Vessel" includes the vessel named on the face of this bill of lading and any ship, craft, lighter, barge or other means of transportation that is substituted in whole or part for that vessel.
- (H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods.
- (I) "Laden on Board" or similar words endorsed on this bill of lading means that the goods have been loaded on board the vessel or are in the custody of the ocean carrier, and in the event of Combined Transport if the originating carrier is an Inland carrier, "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other inland carrier.
- (J) "Subcontractors" includes stevedores, riggers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the goods.
- (K) "United States" or "U.S." means the United States of America.
2. (Clause Paramount)
- (A) Insofar as this Bill of lading covers carriage of goods by water, this bill of lading shall have effect subject to the provisions of the "Hague Rules" namely the International Conventions for the Unification of Certain Rules Relating to bills of lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the protocol dated at Brussels, February 23, 1968, known as the visby rules), as enacted in the country of shipment. When no such enactment is force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted by the convention shall apply.
- (B) This Bill of lading covers carriage of goods from or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. §1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in the Bill of Lading) govern throughout the time when the goods are in the custody of the ocean carrier and any other water carrier and as otherwise provided in this Bill of Lading.
3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the carrier may only be instituted in the country where the carrier has its principal place of business and shall be decided according to the law of such country. 20. (Limitation of Liability) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption form, or limitation of liability authorized by the applicable laws, statute, or regulations of any country.
4. (General Conditions and Immunities of Sub-Contractors)
- (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the goods and all duties whatsoever undertaken by the ocean carrier in relation to the Goods.
- (B) Merchant warrants that no claim shall be made against any subcontractor (as defined in article 1 (J)), or subcontractor, of ocean carrier, except inland carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless make, to indemnify the Ocean carrier against all consequences of such claims.
- (C) Without prejudice to the foregoing, it is expressly agreed that every such subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in this Bill of Lading for the benefit of the ocean carrier as if such provisions were expressly for the subcontractors benefit. In entering into this ocean contract the Ocean carrier, to the extent of those provisions, warrants that it is not to own benefit but also on behalf of such contractors.
6. (Route to Transport)
- (A) The goods, may at the ocean carrier absolute discretion, be carried as a single shipment or as several shipments by the vessel and/or any other means of transport by any route whatsoever, weather or not such route is the direct, advertised, or customary route. (B) The vessel shall have liberty to call and/or stay at any port in or out of the direct, advertised, or customary route, once or more often and in any order, and/or omit calling at any port of place whether scheduled or not. (C) The vessel shall have liberty, either with or without the goods on board and either before or after proceeding through the port of discharge to adjust compasses and other navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any persons, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, two or be towed, and save or attempt to save life or property. (D) If the goods in whole or in part are for any reason not carried on the vessel named in this Bill of Lading, or if loading the Goods is delayed or is likely to be delayed, the Vessel may proceed without carrying or loading the goods in whole or in part, and notice to merchant of such sailing is hereby waived. Ocean carrier shall be liable to the extent of the Goods under this bill of lading for the goods which have been loaded on the vessel named in this bill of lading, whether or not the substitute ship is owned or operated by Ocean carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading. (F) Any action taken by the Ocean Carrier under this Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Ocean Carrier be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.
7. (Responsibility) (A) Insofar as this Bill of Lading is used for port-to-port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge "loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold or if the Goods are in bulk liquid in the vessel's permanent pipe connections. "Discharge" shall be deemed to complete when the Goods have been unhooked from the vessel's tackle or removed from the vessel's deck or passed below the vessel's permanent pipe connections.
- (B) Insofar as this Bill of Lading is used for combined transport of Goods, the responsibility of the Ocean Carrier and any inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss of damage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea by waterway, to the extent prescribed by the applicable Hague Rules as provided in Article 2 (2) (Save as indicated b (1) above), with respect to loss or damage caused during the handling, storage of the Goods by the Ocean Carrier, or during the period of carriage of the Goods by the Merchant, the Ocean Carrier shall be responsible for any loss or damage caused through the negligence of the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any laws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between ports in Europe, or where otherwise applicable, such responsibility shall be governed (a) if the road for the conveyance on the contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) if it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be extent, but not further, than the Inland Carrier would have been liable to Merchant if he had made a direct and separate contract with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7 (A) or 7 (B), the Ocean Carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at the particular time or within the particular time specified in this bill of lading and the Ocean Carrier shall not be responsible for any delay or indirect loss or damage that is caused through delay. (F) If this bill of Lading is used for port-to-port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.
8. (liabilities) (A) In any situation whatsoever whether or existing or anticipated before commencement of or during the transport, which in judgment of the Ocean Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Ocean carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Ocean carrier, the Ocean Carrier (1) at the time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as may be necessary and/or (2) before the Goods are loaded on the vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and require the merchant to take delivery of the Goods and, upon its failure to do so, to warehouse or place them at any place selected by the ocean Carrier at the risk and expense of the merchant and/or (3) if the Goods are and at place Awaiting transhipment, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier and expense of the merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the port of discharge or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any place or place selected by the ocean carrier or to carry them back to port of loading or place of receipt and there discharge them. Any actions under (3) and (4) above shall constitute completed and final delivery and full performance of this contract, and the Ocean Carrier thereafter shall be free from any responsibility for carriage of the Goods. (B) If after discharge, discharge, or any actions according to subpart (A) above the Ocean Carrier makes arrangements to store and forward the Goods, it is agreed that it shall do so only as agent and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. (B) The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight charges and expense incurred for any actions taken according to subpart (A), including delay or expense to the vessel, and the Ocean Carrier shall have lien upon the Goods to that extent. (C) The situations referred to subpart (A) above shall include, but shall not be limited to, those caused by existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of blockade, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes lockouts or other labor troubles whether partial or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice landstop, or other obstacles in navigation or carriage (D) The Ocean Carrier in addition to all other liabilities provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or vessel whatsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the vessel, the right to give such order, direction, regulation, or suggestion. (E) If by reason and/or in compliance with any such order, direction, regulation, or suggestions, any interests are done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.
9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, number, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is bound thereby. The Merchant warrants to the Ocean carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.
10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container.
11. (Ocean Carrier's container) (A) The Merchant assumes full responsibility for all shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the merchant shall indemnify and hold the Ocean carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.
12. (Container Packed by Merchant) If the cargo was received by the Ocean or Inland Carrier in a container packed or on behalf of the Merchant. (A) This Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the containers are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of container or particulars. (B) The Merchant warrants (1) that the closing and sealing of the containers are safe and proper, and (2) that the containers are free from any defects or damage at the time of receipt by the Ocean or Inland Carrier. (C) Wherever the Goods are discovered to be damaged, the Merchant's breach of any of these warranties, the Merchant and not the Ocean Carrier shall not be responsible for, and the Merchant shall indemnify and hold Ocean carrier harmless from, any resulting loss or damage to persons or property (including Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the ocean carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the carrier, in writing, to the ocean carrier before the transport. (D) If the container is delivered after the transport by the ocean or inland carrier with seals intact. Such delivery shall be deemed to be full and complete performance of the ocean carrier's obligations under this bill of lading, and the ocean carrier shall not be liable for any loss or damage to the container. (E) The ocean and inland carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred there from shall be borne by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the ocean carrier shall not be liable for any resulting loss, damage or expenses.
13. (Open Carriage or Container) (A) The goods are packed or loaded in the container (1) if the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Ocean Carrier or (2) if the goods are packed or loaded in the container (1) if the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Ocean Carrier or (2) special arrangements for carriage of such Goods or container have agreed to in writing between the Ocean Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading; and (3) special freight as required has been paid. The Ocean Carrier shall not be responsible for the function of a special arrangement supplied by or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for any loss of or damage to Goods in special or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that the Ocean Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container an efficient state. (C) If the Goods have been packed into a refrigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchant is interested in this Bill of Lading, the Ocean Carrier will set thermoclastic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (D) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to store the contents properly and set the thermoclastic controls exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.
14. (Dangerous Goods, Contaband) (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's approval of written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly marked permanently on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation of any country. (D) Wherever the Goods are discovered to have been received by the Ocean or Inland carrier without complying with subparts. (A) (B) or (C) above, or the Goods are found to be contraband or prohibited by any law, or container shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and Merchant shall be liable for and indemnify the Ocean carrier against any loss, damage, liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart insofar it is apprehended that Goods received in compliance with

- subpart (A), (B) and (C) above has become dangerous, even if not dangerous when received by the Ocean or Inland carrier. (F) The Ocean carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to the Merchant and at the time risk and expense of the Merchant.
- (Storage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean carrier shall not be required to specially note mark, or stamp any statement of "on deck storage" on the face of this Bill of Lading, or any document to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in open, forecastle, deck house, shelter deck, passenger space, or any other covered-in space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck shall be deemed to be stowed under deck for all purposes including general average. (D) The Ocean carrier shall be responsible for the risks inherent in or incident to such carriage. Such on deck shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated in this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of all such Goods shall be borne by the Merchant and in all other respects the Ocean carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof), and the terms of this Bill of Lading. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit if the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof), and the terms of this Bill of Lading. (Valuable Goods) The Ocean carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value for the Merchant, unless the true nature and value of the Goods have been declared in writing to the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) The Merchant shall not be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for the delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the mark shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo seeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose of completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage. 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(Himalaya Clause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading by applicable tariff or by statute or for the benefit of the Carrier shall also apply to and for the benefit of all the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.