

TERMS AND CONDITIONS

1. DEFINITIONS

"CTO" means the Combined Transport Operator named on the front of this Bill of Lading who acting as carrier has issued this Bill of Lading, "Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
"Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the CTO.
"Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods.
"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
"Combined Transport" arises where the Carriage called for by this Bill of Lading is not Port to Port.
"Port to port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicate ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or sport within the area of the port so nominated.
"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 29th August 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.
"Hamburg Rules" means the United Nations Convention on the Carriage of Goods by Sea 1978.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.
"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
"Person" includes an individual, a partnership, a body corporate or other entity.
"Stuffed" includes filled, consolidated, packed, loaded or secured.
"Bill of Lading" means the Combined Transport Bill of Lading.
"FCL" means that the Container is packed and/or shall be unpacked by or on behalf of the Merchant.
"LCL" means that the Container is packed and/or shall be unpacked by or on behalf of the CTO.

2. APPLICABILITY

Notwithstanding the heading "Combined Transport Bill of Lading" these conditions shall also apply if only one mode of transport is used.

3. UNDERTAKING – WARRANTY

- (1) the CTO undertakes to perform and/or to procure the performance of the entire Carriage and shall assume liability as set out in these Terms and Conditions.
- (2) The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
This Bill of Lading shall be prima facie evidence of the taking in charge by the CTO of the Goods as herein described. However, proof of the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CTO AND OTHER PERSONS

- (1) The CTO shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
- (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting the CTO as if such provisions were expressly for his benefit and in entering into this contract the CTO, to the extent of these provisions, does so not only on his own behalf but also as agents or trustee for such person.
- (3) The persons falling within the definition of Merchant shall be jointly and severally liable to defend, indemnify and hold harmless the CTO against any claim or liability (and any expense arising therefrom) arising from the Carriage Transport insofar as such claim or liability exceeds the CTO's liability under this Bill of Lading.
- (4) The defenses and limits of liability provided for this Bill of Lading shall apply in any action against the CTO whether the action be found in Contract or in Tort.

6. EXTENT OF CTO'S RESPONSIBILITY

(1) CLAUSE PARAMOUNT

- (A) Subject to clause 9 (5), (6) below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein.
The Hague Rules (or COGSA if this Bill of Lading is subject to U.S. law) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the CTO's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the CTO's responsibility shall instead be determined by the provisions of 6 (3) below, but if such provisions are found to be invalid such discharge shall be subject to COGSA.
- (B) The CTO shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and right to, all limitations and exclusions of liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.
- (C) Save where the Hague or Hague-Visby Rules apply by reason of (A) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading making the Hamburg Rules compulsory applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or the consignee.

(2) PORT TO PORT SHIPMENT

The responsibility of the CTO is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the CTO shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the CTO.
The Merchant constitutes the CTO as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of to goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the CTO or others and the CTO may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

(3) COMBINED TRANSPORT

- Save as is otherwise provided in this Bill of Lading, the CTO shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:
- (A) If the stage of the Combined Transport where the loss or damage occurred is not known:
 - (i) The CTO shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under 6 (1) (A) or (C) above had the loss or damage occurred at sea or if there was no carriage by sea under the Hague Rules (or COGSA if this Bill of Lading is subject to U.S. law).
 - (ii) Where under (i) above, the CTO is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.
 - (iii) Subject to 6 (4) (C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA) is not compulsorily applicable, the CTO's liability shall not exceed US\$ 2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.
 - (iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of the goods of the same kind and quality at such place and time.
 - (B) If the stage of the Combined Transport where the loss or damage occurred is known:
 - (i) The liability of the CTO shall be determined by the provisions contained in any international convention or national law which provisions: (a) cannot be departed from by private contract to the detriment of the Merchant, and (b) would have applied if the Merchant had made a separate and direct contract with the CTO in respect of the particular stage of the Combined Transport where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
 - (ii) With respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The CTO guarantees the fulfillment of such inland carriers' obligations under their contracts and tariffs.
In case of a combined transport carriage to or from the continent of Africa, the responsibility of the carrier prior to loading and subsequent to discharge from the vessel at a port in the continent of Africa, notwithstanding any other provisions to the contrary in the Bill of Lading, shall be:
 - (1) Where the stage of carriage where the loss or damage occurred is known and the CTO has sub-contracted that stage, the CTO shall have full benefit of all right limitations and exclusions of liability available to such sub-contractor and in the contract between the CTO and such sub-contractor and in any law, statute or regulation and the liability of the CTO shall not exceed the amount recovered, if any, by the CTO from such sub-contractor.
 - (2) In all other cases the carrier shall be under no liability whatsoever and howsoever arising.
 - (iv) Where neither (i) (ii) or (iii) above apply, any liability of the CTO shall be determined by 6 (3) (A) above.

(4) GENERAL PROVISIONS

(A) Delay, Consequential Loss

- Save as otherwise provided herein, the CTO shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the CTO is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
- (B) Package or Shipping Unit Limitation
Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the CTO shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$ 500.
If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$ 500.
- (C) Ad Valorem: Declared Value of Package or Shipping Unit
The CTO's liability may be increased to a higher value by a declaration in writing of the value of the goods by the Shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the CTO, extra freight paid. In such case, if the actual value of the goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the CTO's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
- (D) Definition of Package or Shipping Unit
Where a container is used to consolidate Goods and such Container is stuffed by the CTO, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or Shipping Unit.
The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(E) Rust, etc.

It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(F) Notice of Loss or Damage

The CTO shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the CTO or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereunder under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter. Subject to the above provisions of this sub-clause, no loss or damage to the Goods shall be allowable to the CTO unless the latter or his representative has been called for a joint examination in case of apparent damages or in case of non-apparent damages within 24 hours after delivery of the cargo and as soon as such loss or damage has been examined. All operations being then immediately stopped.

(G) Time-bar

The CTO shall be discharged of all liability unless suit is brought in the proper form and written notice thereof received by the CTO within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period described by such convention or law shall then apply but in that circumstance only.

(H) Waiver of right to claim

The Merchant hereby expressly waives any right to claim against the CTO for loss of or damage to Goods whenever such loss or damage does not exceed € 247,90. (I) Currency

The CTO shall have the right to settle any part of the claim in the country where the loss, damage or delay occurred and in the currency in which the Charges for that stage of the Carriage during which the loss, damage or delay occurred have been paid by the Merchant.

7. MERCHANTABILITY

- (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the CTO that the description and particulars, including but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- (2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imports expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
- (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (4) No goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the CTO for Carriage without the CTO's express consent in writing and without the Container and the Goods being distinctly and correctly marked so as to comply with all applicable laws, regulations and requirements. If any such Goods are delivered to the CTO without such written consent and marking or if in the opinion of the CTO the Goods are or are liable to become 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 CTO's right to charge.
- (5) If a Container supplied by the CTO is unpacked by the Merchant, the Merchant is responsible for returning the empty Container, with interiors brushed and cleaned, to the point or place designated by the CTO or his agents within the time prescribed. Should a container not be returned within the described time, the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.
- (6) The Merchant shall be liable for any loss of, damage to, detention or demurrage before, during and after the Carriage of any property of the CTO or of any other person (other than the Merchant) caused by the Merchant or any other person acting on his behalf or for which the Merchant is otherwise responsible.
- (7) The Merchant shall defend, indemnify and hold harmless the CTO against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause or from any cause in connection with the Goods for which the CTO is not responsible.

8. INSPECTION OF GOODS

The CTO or any person authorised by the CTO shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

9. CONTAINERS – DECK CARGO

- (1) Goods may be packed by the CTO in or on Containers and Goods may be so packed with other goods.
- (2) The terms of this Bill of Lading shall govern the responsibility of the CTO in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the CTO or delivered to the merchant.
- (3) If a Container has been packed by or on behalf of the Merchant, (A) the CTO shall not be liable for loss of or damage to the Goods
 - (i) caused by the manner in which the Container has been stuffed;
 - (ii) caused by the unsuitability of the Goods for carriage in Containers;
 - (iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the CTO, this paragraph (iii) shall only apply if the unsuitability or defective condition (a) arose without any want of due diligence on the part of the CTO before the Carriage or (b) would have been apparent upon reasonable inspection by the Merchant or prior to the time when the Container was packed;
 - (iv) if the Container is not sealed at the commencement of the Carriage except where the CTO has agreed to seal the Container.
- (B) The Merchant shall defend, indemnify and hold harmless the CTO against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters referred to in (A) above, except for (A) (iii) (a).
- (4) Where the CTO is instructed to provide a Container, in the absence of a written request to the contrary, the CTO is not under an obligation to provide a Container of any particular type or quality.
- (5) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. All such 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 the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable and shall be carried subject to these Rules or legislation.
- (6) In the case of Goods which are stated on the face hereof as being carried on deck and which are so carried, the above Rules or legislation shall not apply and the CTO shall be under no liability whatsoever for loss, damage or delay, howsoever arising and howsoever caused during or in connection with the carriage by sea or inland waterway.

10. TEMPERATURE CONTROLLED CARGO

- (1) The Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the goods have been properly stuffed in the Container and that its thermoclastic controls have been properly set by the Merchant before receipt of the Goods by the CTO. If the above requirements are not complied with CTO shall not be liable for any loss of, or damage to, the Goods caused by such non-compliance.
- (2) The CTO shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the CTO shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

11. MATTERS AFFECTING PERFORMANCE

- (1) At any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenever and howsoever arising (whether or not the Carriage commenced) the CTO may:
 - (a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the CTO may deem safe and convenient, whereupon the responsibility of the CTO in respect of such Goods shall cease;
 - (b) without prejudice to the CTO's right subsequently to abandon the Carriage as under (a) above suspended or continue same.
 - (c) failure or refusal by the Merchant to accept delivery of the Goods shall constitute an absolute waiver by the Merchant to the CTO of any claim whatsoever relating to the Goods or the Carriage thereof. In any event the CTO shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional charges and costs resulting from the above mentioned circumstances.
- (2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

12. METHODS AND ROUTE OF TRANSPORTATION

- (1) The CTO has the free choice of the route of transportation and the mode of transport and may use any means of conveyance or storage whatsoever, whether named on the front hereof or not, and may at any time or place transfer the Goods from one conveyance to another, including transshipping or from one warehouse to another, and unpack and remove Goods which have been packed in a Container and forward the same in any manner whatsoever comply with any orders or recommendations given by any government or authority and the liability of the CTO in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.
- (2) The liberties set out in (1) above may be invoked by the CTO for any purpose whatsoever whether or not connected with the Carriage of Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

13. DELIVERY OF GOODS

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the CTO is entitled to call upon the Merchant to take delivery thereof, the CTO shall be entitled without notice to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and Goods loaded in Container may be removed from such Container. Such storage shall constitute due delivery hereunder, and thereupon the liability of the CTO in respect of the Goods or that part thereof shall cease.

If, at the place where the CTO is entitled to call upon the Merchant to take delivery of the Goods, the CTO is obliged to hand-over the Goods into the custody of any customs, port or other authority or body (whether public or not), such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

14. BOTH-TO-BLAME COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner, charterer or of person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the CTO against all claims by liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner, charterer or of person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the CTO, the carrying vessel or her owners or charterers.

15. GENERAL AVERAGE

The Merchant shall defend, indemnify and hold harmless the CTO in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the CTO and shall provide such security as may be required by the CTO in this connection.
The CTO shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

16. CHARGES

- (1) Charges shall be deemed fully earned on receipt of the Goods by the CTO and shall be paid and non returnable in any event.
- (2) The Charges have been calculated on the basis of particulars furnished by the Merchant. The CTO may at any time inspect, reweigh, remeasure and revalue the Goods and if the particulars are found to be incorrect the Merchant shall pay the CTO a sum equal to double the correct Charges (less the Charges charged) as liquidated damages.
- (3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution, before delivery of the Goods.
- (4) The persons falling within the definition of Merchant shall be jointly and severally liable for the payment of the Charges and liquidated damages as above.
- (5) Charges are to be paid in the contract currency or at the CTO's option in the currency of the country of dispatch or destination or of issuance of this Bill of Lading at the highest rate of exchange on the date of the contract for the Combined Transport or on the date of payment whichever rate is the higher.

17. LIEN

The CTO shall have a lien on the Goods and any document relating thereto for all sums whatsoever due at any time to the CTO from the Merchant and for General Average Contributions to whomsoever due and for the costs of recovering the same and the CTO shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

18. VARIATION OF THE CONTRACT

No servant or agent of the CTO shall have power to waive or vary any of the terms hereof unless such waiver of variation is in writing and is specially authorised or ratified in writing by a director or officer of the CTO who has the actual authority of the CTO so to waive or vary.

19. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court of regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

20. DESCRIPTION OF GOODS

- (1) No representation is made by the CTO as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the CTO shall be under no responsibility whatsoever in respect of such description of particulars.
- (2) If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way affects the CTO's liability under this Bill of Lading. The Merchant further agrees to indemnify the CTO against all consequences of including such particulars in this Bill of Lading.