Bill of Loading – Terms and Conditions

1. DEFINITIONS

“Carrier” means NOSTA Sea & Air GmbH

“Carriage” means any transportation operation or service by the Carrier in respect to the Goods under this Bill of Lading/Sea Waybill.

“Container“ includes any container, trailer, transportable tank, flat, pallet or any similar equipment to consolidate Goods.

“Freight” includes the freight and all charges, costs and expenses whatsoever including storage and demurrage, which have been incurred in relation to the Goods.

“Goods” means the whole or any part of the cargo carried under this Bill of Lading/Sea Waybill, including any packing or packaging materials.

“Hague Rules” means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 without the amendments by the Protocol signed at Brussels on 23rd February 1968.

“Hague-Visby Rules” means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 including the amendments by the Protocol signed at Brussels on 23rd February 1968.

“Merchant” includes the Shipper, Consignee, holder of this Bill of Lading/Sea Waybill, the receiver of the Goods and any person owning, entitled to or claiming the possession of the Goods or this Bill of Lading/Sea Waybill or anyone acting on behalf of such per-son.

“MultimodalTransport” arises if two difference modes of transport are used for the carriage of the goods from the place of receipt to the place of delivery as stated on the reverse hereof.

“Sea Transport” means carriage of the Goods between the Port of Loading and Port of Discharge stated on the face of this Bill of Lading/Sea Waybill

“US COGSA” means the United States Carriage of Goods by Sea Act, 1936.

2. IDENTITY OF CARRIER AND CARRIER’S TARIFF

(1) The contract evidenced by this Bill of Lading/Sea Waybill is between the Carrier and the Merchant.

(2) The terms of the Carrier’s applicable tariff at the date of shipment are incorporated here-in. A copy of the applicable tariff is available on the Carrier’s website or upon request. [AZ1.1]In case of inconsistency between the applicable tariff and the terms of this Bill of Lad-ing/Sea Waybill the latter shall prevail.

3. SCOPE OF CARRIAGE

The intended carriage shall not be limited to the direct route but, at Carrier’s sole discretion, they shall have full liberty to undertake the transport under this Bill of Lading/Sea Waybill by any route, and may proceed, return to, stay at and/or omit any ports whether or not in usual or customary geograph-ical rotation and/or in a direction contrary to and beyond the port of destination for any purpose, including bunkering, loading, discharging, transshipment or other operations and/or maintenance of the vessel and crew. Vessels may sail with or without pilots, undergo repairs, adjust equipment, dry-dock, tow and be towed, deviate to save life, vessels and/or other property in distress and the Merchant agrees that the exercise of these rights shall not constitute an unreasonable deviation. The Carrier does not undertake that the Goods shall arrive at the place of delivery at any particular time or to meet any particular market and the Carrier shall not be liable for any direct, indirect and/or consequential damages and/or damages caused by delay.

4. SUBCONTRACTING, SUBSTITUTION OF VESSEL, TRANSHIPMENT

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract.

(2) The Carrier shall be at liberty to carry cargo or part thereof to the port of discharge by the said vessel or other vessel or vessels belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

(3) The Carrier shall be at the liberty to tranship, lighter, land and/or store the cargo either on shore or afloat and reship and forward same to the port of discharge at Carrier's expense but at Merchant's risk.

5. PRE- AND ON-CARRIAGE

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's port of loading or on-carriage of the cargo to a place other than the Vessel's port of discharge, the Carrier shall contract as the Merchant's agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the port of loading and the port of discharge even though the freight for the whole carriage has been collected.

6. CARRIERS LIABILITY: PORT TO PORT SHIPMENT

(1) When a loss or damage to the Goods occurred between the time of loading of the Goods by the Carrier and the time of discharge by the Carrier, the responsibility of the Carrier shall be determined in accordance with German law making the Hague Rules compulso-rily applicable. If the Bill of Lading has been issued in Germany or a country where the Hague Rules are compulsory applicable and if this Bill of Lading covers a carriage from Germany and such aforesaid country or between such aforesaid countries, the Hague Rules shall be compulsorily applicable. The Hague-Visby Rules shall be compulsorily applicable in case this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable and the liability of the Carrier shall not exceed 2 SDRs per kilogram of the gross of the Goods lost or damaged.

(2) The applicable rules and limitation as provided in sub-Clause (1) shall also apply to the period before loading and after discharge where the Carrier or its agent has custody or control of the cargo during these periods.

(3) Unless otherwise provided herein, the Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to the carriage of live animals.

(4) The Carrier does not undertake that the Goods shall arrive at the port of discharge at any particular time unless expressly agreed. The Carrier shall not be liable for any loss or damage caused by delay. If the Carrier is nevertheless deemed liable for delay, liability of the Carrier shall be limited to the amount equal to three times of the Freight. This limitation does not apply in case the delay resulted from an act or omission of the Carrier or one of his Servants or Agents done intentionally or recklessly and in the knowledge that damage would probably occur.

(5) The aggregate liability of the Carrier and/or any of its servants, agents or independent contractors under this contract shall in no circumstances exceed the limits of liability for the total loss of the cargo under sub-Clause 6 (1) or, if applicable, Clause 22 thereof.

(6) For shipments to and from the United States of America Clause 22 of this Bill of Lading/Sea Waybill applies.

7. CARRIER'S LIABILITY: MULTIMODAL TRANSPORT

(1) If the carriage under this Bill of Lading/Sea Waybill is Multimodal Transport, the Carrier shall be liable for loss of or damage to the cargo occurring between the place of receipt and/or the place of delivery, only to the extent set out below.

(2) When it is not known when and/or where the damage to the goods occurred:

(a) the provisions of the Hague-Visby Rules shall apply as if the loss or damage occurred during the sea transport. The Carrier may invoke all exceptions from and limitations of liability as provided for in these Rules;

(b) where the Carrier establishes that the loss or damage could be attributed to one or more of the events stated in the exceptions in the Hague-Visby Rules it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not caused wholly or partly by one or more of those exceptions;

(c) The Carrier shall only be liable for direct physical loss to the Goods up to the amount of the freight or limitation, whichever is less.

(3) When it is known where the loss or damage occurred, the liability of the Carrier for such loss or damage shall be determined:

(a) in case the loss or damage occurred during sea transport or other waterborne transport, in accordance with the provisions in Clause 6 hereof; references in the Hague Rules, Hague-Visby Rules or US COGSA to transport by sea shall be deemed to include references to all waterborne transport and the provision shall be construed ac-cordingly;

(b) where the loss or damage occurred other than during Sea Transport, the provisions contained in any international convention or national law whose provisions cannot be departed from by private contract to the detriment of the Merchant and would have applied if the Merchant had made a separate and direct contract with the Carrier in re-spect of the stage of carriage during which the loss or damage occurred, then the provisions of such international convention or national law shall apply. However, where the loss or damage occurred within the U.S.A then Clause 22 of this Bill of Lading/Sea Waybill shall apply;

(c) where no provisions are compulsorily applicable pursuant to sub-Clauses (a) or (b) above the Carrier's maximum liability for loss of or damage to cargo shall not exceed 2 SDR/kg gross weight of the goods lost or damaged.

(d) in case of delay/consequential loss Clause 6 (4) above shall apply.

8. LOADING AND DISCHARGE

(1) Unless otherwise agreed, the Carrier or its agent shall arrange the loading and discharging of the cargo. Loading and discharging may commence without prior notice.

(2) The Merchant shall, at its risk and expense, store and/or handle the cargo before loading and after discharging.

(3) The Merchant shall tender the cargo when the vessel is ready to load and as fast as the vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant fails to attend cargo when the vessel is ready to load or fails to tender as fast as the vessel can receive the cargo, the Carrier shall be relieved of any obli-gation to load such cargo, the vessel shall be entitled to leave the port without further notice and Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges such as but not limited to, the demurrage/detention and/or losses, costs and expenses incurred by the Carrier.

(4) The Merchant shall take delivery of the cargo as fast as the vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant fails to take delivery of the cargo accordingly, the Carrier's discharging of the cargo shall be deemed due fulfilment of the contract of carriage. Should cargo not be applied for with-in a reasonable time, the Carrier may sell same privately or by auction. If the Merchant fails to take delivery of the cargo as fast as the vessel can discharge, the Merchant shall be liable to the Carrier for any over-time charges, such as but not limited to, demur-rage/detention and/or losses, costs and expenses incurred by the Carrier.

(5) The Merchant shall be responsible for providing all necessary cargo information and equipment for loading and discharging, including spreader bars, lifting frames, slings and saddles.

(6) The securing of the cargo to be accomplished to master's satisfaction. The time and expense of additional cargo securing required by the Merchant to be for its account.

9. MATTERS AFFECTING PERFORMANCE

If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind including but not limited to port congestion, bad weather, war, political unrest, piracy, act of terrorism and threat thereof and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage), then the Carrier may at its sole discretion without prior notice to the Merchant either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading/Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or

(b) suspend the carriage of the Goods and store them ashore or afloat and endeavour to forward them as soon as is reasonably possible; or

(c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Merchant shall pay any ad-ditional costs of the Carriage to and delivery and storage at such place or port.

10. FREIGHT, DEADFREIGHT, CHARGES, COSTS, EXPENSE, DUTIES, TAXES, FINES

(1) Freight, whether paid or not, shall be considered as fully earned and due on receipt of the cargo – in full or in part - by the Carrier and is non-returnable whether the cargo is lost or not lost, damaged or delayed and whether the transport is broken up or abandoned. Unless otherwise agreed, freight and/or charges under this contract are payable by the Merchant to the Carrier on demand. All freight shall be paid without any set-off, counter-claim, deduction or stay of execution when due but at latest before delivery of the cargo.

(2) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actu-al facts, the Carrier shall have the right to obtain from the Merchant original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

(3) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing on board, repairing damage to and replacing of packing due to excepted courses, and any extra handling of the cargo for any of the aforemen-tioned reasons. The Merchant shall especially be liable for all costs, expenses, losses and liabilities incurred due to the use of non-approved or contaminated or infested dunnage or packing material supplied by the Merchant or on his behalf, including all costs of transporting the cargo to another port if required.

(4) The Merchant shall be liable for all fines, penalties, costs, expenses, damages and/or losses that the Carrier, vessel or cargo may incur through non-observance of customs house and/or import or export regulations.

(5) The Merchant shall be liable for any dues, duties, taxes and charges that under any denomination may be levied, inter alia, on the basis of freight, weight or measurement of cargo tonnage of the vessel, including all Suez or Panama Canal charges imposed due to the nature of the cargo.

(6) Any additional insurance premium charged by the vessel's underwriters for breaching trading limits or war risks exclusions to be from for the Merchant's account. Any extra insurance,

including war risks, procured to protect the vessel, crew and/or cargo against risk of piracy shall be paid by the Merchant upon request of the Carrier.

(7) The freight due under this Bill of Lading/Sea Waybill is exclusive of all costs arising from the surrender of Emission Allowances corresponding to the Vessel's emissions under the scope of the applicable Emission Scheme for the voyage(s) performed under this Bill of Lading/Sea Waybill.

(8) Notwithstanding any other provision in these Bill of Lading/Sea Waybill terms, in the event that Merchant fails for whatever reason to tender or load the cargo or part thereof, the Carrier shall be entitled to damages and/or deadfreight in respect of the amount of cargo not loaded or tendered and such damages shall be calculated on the basis of applicable freight rate, less stevedoring and port costs saved. The Carrier shall not be required to call at the port of loading in order to be entitled to damages and/or deadfreight in these cir-cumstances. If the vessel has arrived at the port of loading but the cargo was unavailable for whatever reason, the Carrier may, at its choice, leave after 48 hours; in this event, full deadfreight shall be due. Damage/detention due to the delay of the vessel remains pay-able by the Merchant in any case.

11. LIEN AND RIGHT OF RETENTION

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by the Merchant to the Carrier under this and any other contract and for all general average contributions to whomsoever due. The Carrier shall also have a lien over the Goods of the Merchant for all undisputed claims under other contracts concluded with the Merchant. The Carrier may exercise its lien at any time and in any place at its sole discretion whether the Carriage is completed or not. The Car-rier's lien shall also extend to cover the cost and legal expense of recovering any sums due. The Carrier shall have the right to sell the Goods by public auction or private sale, without notice to the Merchant. Nothing herein shall prevent the Carrier from re-covering from the Merchant the difference between the amount due to the Carrier and the net amount realised by such sale.

(2) The Carrier shall have a right of retention for all sums payable by the Merchant to the Carrier under this or any other contract and for all general average contributions to whomsoever due. This right of retention includes, but is not restricted to, the right of the Carrier to retain all Goods handed over by the Merchant for Carriage unless all sums payable by the Merchant are paid in full.

12. GENERAL AVERAGE AND SALVAGE

General average to be adjusted in any currency at any place selected by Carrier and according to the York/Antwerp Rules 1994 in respect of all cargo, whether carried on deck or under deck. Any claims and/or disputes relating to general average shall exclusively be subject to the laws and jurisdictions set out in Clause 25. The BIMCO New Jason Clause is hereby expressly incorporated and obtainable from Carrier or its agents upon request.

13. BOTH-TO-BLAME CLAUSE

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non- carrying ship or its Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or its Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or its Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, 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 of a collision or contact.

14. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(1) The master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority or anybody acting or purporting to act on behalf of any such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or rec-ommendations.

(2) Should it appear that the performance of the transport would expose the vessel or any cargo on board to risk of seizure or damage or delay in consequence of war, war-like operations, blockade, riots, civil commotion or piracy, or any person on board the risk of loss of life or freedom, or that such risk has increased, the master may discharge the cargo at the port of loading or any other safe and convenient port in their discretion. The master may in their absolute discretion decide to proceed by convoy or a joint sailing with other vessels or to choose an alternative, non-direct route to protect the crew, vessel and/or cargo.

(3) Should it appear that pandemics, epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts (whether onboard or ashore), difficulties in loading or discharging would prevent the vessel from leaving the port of loading reaching or enter-ing the port of discharge or from discharging in the usual manner and departing from the port of discharge, safely and without unrea-sonable delay, the master may discharge the cargo at the port of loading or at any other port being in their opinion safe and conven-ient.

(4) Discharge of any cargo, under the provisions of this Clause, shall be deemed due fulfilment of the contract of carriage.

(5) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and the reasonable compensation for any extra services ren-dered to the cargo.

15. STOWAGE, DECK CARGO, ACCOMODATION AND LIFTING OF CARGO[AZ2.1]

(1) The cargo loaded under this contract may be carried as part cargo, and/or shipped under deck in the Carrier's option. If carried on deck, Bills of Lading/Sea Waybills shall be endorsed accordingly and the Merchant agrees that it shall be shipped at its sole risk and expense. The Carrier shall not be liable whatsoever for loss of, damage to or delay to the goods, howsoever occurring, which are stated on the face hereof to be carried on deck. Merchant shall indemnify the Carrier for all liability, costs, loss and damage due to the carriage of cargo on deck.

(2) All cargo shall be fully stackable, overstowable and forkliftable without any restrictions, unless otherwise specified by the Merchant. All cargo shall be suitably packed for ocean

transportation and have lifting, lashing and securing points and centre of gravity clearly marked. The Merchant is responsible to ensure the cargo is provided with proper skids attached and, if required, all cradles used for securing the cargo are fit for the purpose and the cargo is suitably secured within the cradles. The Merchant shall fit the cargo and/or cradles as appropriate with suitable lifting lugs and sufficient lashing points for the cargo and/or cradle to be properly secured. If individual cargo items are not flat at the bottoms, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the cargo shall be for the Merchant’s account. Cargo securing shall always be accomplished to the master satisfaction. In case the Merchant or the Merchant representative requires additional cargo secur-ing, this shall be for the Merchant’s account. Any damage to the cargo and any delay resulting from the Merchant’s failure to com-ply with the terms of this Clause shall be for the Merchant’s account and Merchant shall indemnify the Carrier for all losses what-soever including any damage to the vessel and/or other cargo on board and any loss of time.

(3) Any required spreader bars, wires lifting frames, beams, slings, cradles or saddles not already on board the vessel shall be supplied by the Merchant at his its expense and responsibility and be always certified by a recognised classification society. If the vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the cargo is to be suitably packed for transportation and the Carrier will not be liable for any corrosion and/or discolouration due to condensation.

(4) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.

(5) The Carrier shall have the right to carry the cargo in containers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant on or under deck without notice to the Merchant.

(6) The Merchant shall be liable to the Carrier for being in breach of any obligations pursuant to this Clause 15 including but not limited to loss of time, personal injury to its servants or agents, and any damage to the vessel and/or equipment.

16. MERCHANT PACKED CONTAINERS AND REEFER EQUIPMENT

(1) If a Container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall be responsible for any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by

(a) the improper stowage or securing of the Goods in the Container

(b) the unsuitability of the Goods for Carriage in the Container used or

(c) the unsuitability or defective condition of the Container used

(2) The Merchant shall indemnify the Carrier against all loss, damage, liability or expenses whatsoever arising from one or more of the matters set out in Clause 16 (1).

(3) Container with Goods packed by the Merchant shall be delivered with an intact seal in place and the seal number noted in writing on this Bill of Lading/Sea Waybill by the Merchant. In the

event the Container is delivered without such an intact seal, the Carrier re-serves the right to return the Container to the Merchant or to affix a seal at the Merchant's expense.

(4) The Carrier does not accept any liability for damage or loss due to unsuitability or defective condition of reefer equipment, incorrect setting of any thermostatic, ventilation or other special control of such containers.

17. DANGEROUS GOODS

(1) If Goods which are or may become dangerous, inflammable or damaging (including radioactive substances and lithium-ion batteries) („Dangerous Goods") are to be carried, the Carrier will not accept such Dangerous Goods without written notice of their danger, nature and particulars and without its prior written consent to carry them.

(2) When the Merchant delivers Dangerous Goods to the Carrier the Merchant shall distinctly mark the Dangerous Goods on the outside of the Container as well as on the outside of the packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant interna-tional treaty or convention.

(3) If Dangerous Goods are delivered without the written consent of the Carrier and/or without proper marking, or if the Goods are or become dangerous, inflammable or damaging, the Carrier may unload, store, or return the Dangerous Goods or, to the extent nec-essary, destroy them or render them harmless without liability to the Merchant.

(4) The Merchant shall indemnify the Carrier in respect of all costs and expenses necessitated by the measures taken pursuant to Clause 17(3).

(5) Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

18. RESPONSIBILITY OF THE MERCHANT

(1) The Merchant warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances, or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

(2) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses, incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, in-cluding reasonable legal expenses and costs.

(3) If Containers supplied by or on behalf of the Carrier are delivered to the Merchant, the Merchant is responsible to return the Container empty, undamaged and clean to the place designated by the Carrier within the time prescribed. Should a Container not be returned as

described within the time prescribed the Merchant shall be liable for any demurrage and/or detention loss or ex-penses which may arise from such non-return.

19. INSPECTION OF GOODS

The Carrier or any person sub-contracted by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, verify and weigh the Goods. The Carrier is not liable for any loss or damage to the Goods if a Container or package is opened and inspected by order of public authorities at any place and the loss or damage is a result of such opening, unpacking, inspecting and repacking. The Carrier shall be entitled to claim all costs from the Merchant resulting from such opening, unpacking, inspecting and repacking.

20. DESCRIPTION OF GOODS

The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading/ Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods.

21. DEFENCES AND LIMITS OF LIABILITY OF CARRIER'S SERVANTS, AGENTS AND MANAGERS

(1) It is expressly agreed that no servant, agent or manager of the Carrier (which for the purpose of this Clause includes every subcontractor employed by the Carrier) shall be held liable under any situation, bythe Merchant under this contract of carriage for any loss, damage or delay of howsoever arising resulting directly or indirectly from any act, neglect or default on their part while acting in the course of or in connection with this employment.

(2) Without prejudice to the generality of this Clause every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available to it and shall extend to protect every such servant, agent or manager of the Carrier acting as aforesaid.

(3) The Merchant undertakes that no claim shall be made against any servant, agent or manager of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(4) Further, without prejudice to the foregoing, if any claim is nevertheless made then every such servant, agent and manager shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under this Bill of Lading/Sea Waybill, as if such terms and conditions were expressly for their benefit.

22. US TRADE CLAUSE

(1) For shipments to or from the United States, this Bill of Lading/Sea Waybill and the Carrier's liability and obligations shall be governed by US COGSA.

(2) In case the contract evidenced by this Bill of Lading/Sea Waybill is subject to US COGSA, then the provisions stated in said Act shall govern before loading and after discharge and

throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.

(3) If US COGSA applies and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading/Sea Waybill, the Carrier shall in no event be or become liable for any loss of or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

23. NOTIFICATION

(1) Any mention in this Bill of Lading/Sea Waybill of parties to be notified in any regard is solely for the information of the Carrier and the failure to give such notification shall not subject the Carrier to any liability nor relieve the Merchant of any obligation thereunder.

(2) Should the Carrier anticipate that, for whatever reason, the vessel will not be ready to load the cargo on or about the time for shipment, the Carrier will notify the Merchant thereof without delay stating the expected time of the vessel's readiness to load and asking whether the Merchant will exercise the option of cancelling the contract or agree to the new time for shipment.

(3) The Merchant must exercise its option of cancelling by written declaration within 24 running hours after receipt of the Carrier's notice. If the Merchant does not exercise the option of cancelling, then the expected time of the vessel's readiness to load as stat-ed in the Carrier's notice shall be the new time for shipment.

24. NOTICE OF CLAIMS AND TIME FOR SUIT

(1) Notice of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of de-livery to the Merchant or its agent.

(2) In any event the Carrier shall be discharged from all liability unless suit is brought and written notice thereof given to the Carrier within twelve (12) months after delivery of the Goods or the date when the Goods should have been delivered.

25. LAW AND JURISDICTION

(1) Except as otherwise specifically provided herein any dispute or claim arising under or in connection with the Bill of Lading/Sea Waybill shall be governed by German law

(2) Any claim or dispute shall be determined by the courts in Hamburg to the exclusion of the jurisdiction of the courts of any other place except as otherwise provided specifically in this Bill of Lading. In case the Carrier intends to sue the Merchant, the Carrier has also the option to file suit against the Merchant at the Merchant's place of business.

SPECIAL CLAUSESp

26. Sanctions Clause

In the event that, by reason of entering into and/or performing this Contract, Carrier, its vessel, Managers, crew or insurers is exposed to a risk of sanctions being imposed on it or them (“sanction” to include but not be limited to the imposition of any fine or financial penalty whatsoever) by any supranational governmental organization or any national or regional government or public authority, the Carrier shall be entitled (at its absolute discretion) to terminate the contract in the event that cargo has not yet been loaded or, in the event that such cargo has been loaded, to discharge the Cargo at any port wheresoever that shall not expose the above parties to such sanctions. Such discharge shall constitute full and proper delivery of the Cargo to the person entitled to it under this Contract and full and proper performance of this Contract by the Carrier. Alternatively, the Carrier shall be entitled (but not obliged) to insist on the Merchant providing alternative voyage orders to avoid the risk of sanctions being imposed. In any event, the Merchant shall indemnify and hold the Carrier, its vessel, Managers, crew and/or insurers harmless in respect of the consequences of any sanctions being imposed upon them, including but not limited to any fines, costs, and consequential losses suffered by the Carrier.

27. Letter of Credit clause

If any particulars of any letter of credit, import license, sales contract, invoice, or details of any contract to which the Carrier is not a party, are shown on the face of a booking note or any Bill of Lading/Sea Waybill issued pursuant hereto, such particulars are included solely at the request of the Merchant for its convenience. The inclusion of such particulars shall not be regarded as a declaration of value and shall in no way increase the Carrier’s liability under the Contract. The Merchant shall indemnify the Carrier against all consequences of including such particulars.

28. Security clause

(1) If the vessel calls at any country that requires security filing including but not limited to the United States, Canada, Brazil and the European Union member states, including any of their territories, regardless of whether such country is a port of loading or dis-charge for the Merchant's cargo, the following provisions shall apply with respect to any applicable regulations or measures: The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours prior to the vessel's loading or if the decision to call at the country requiring security was made by the Carrier after the vessel had sailed, not later than 48 hours after the Merchant received the Carrier's request to provide such information.

(2) Unless caused by the Carrier's negligence, any delay suffered or time lost in obtaining the entry and exit clearances from the relevant country's authorities shall count as time on detention.

(3) Any fines, penalties, fees, costs, expenses, damages (including consequential damages and attorney's fees) and losses that the Carrier may incur, even if levied against the vessel, that arise out of security measures imposed at any port shall be for the Merchant's account, unless due to Carrier's negligence.