The provisions set out and referred to in these Terms & Conditions shall apply to every contract concluded with the Carrier for the performance of the Carriage as undertaken by the Carrier, whether evidenced by the issue of a document or not. Paragraph headings are for ease of reference only and do not form part of this contract.

1 Definitions

"Article of Transport" includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the Consolidation of goods as well as mobile plant and timber packages.

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by the Carrier in relation to the Goods, including but not limited to the loading, unloading, storage, warehousing and handling of the goods.

"Carrier" means the party who has undertaken to perform or to procure the performance of the Carriage from the place of receipt or port of loading to the port of discharge or the place of delivery, whichever respectively applies.

"Charges" includes freight and all expenses and monetary obligations, including the Carrier’s duties and dues, incurred by the Carrier and payable by the Merchant.

"Consolidation" includes stuffing, packing, loading or securing of goods on or within Articles of Transport.

"Dangerous and Marine Polluting Goods" means all Goods that have been identified as being dangerous or a marine pollutant whether or not identified in the edition of the IMDG Code current at the time of the Carriage.

"Gate-to-Gate" means a Carriage where the Carrier has agreed to undertake sea carriage of the Goods together with any incidental terminal handling in the port of loading and/or the port of discharge.

"Goods" means the whole or any part of the cargo and includes any Article of Transport not supplied by or on behalf of the Carrier.

"Hague-Visby Rules" means the International Convention for the Unification of Certain Rules and Law relating to Bills of Lading, signed at Brussels on 22 February 1968 and the protocol in relation to SDRs signed at Brussels on 21 December 1979 or if the Danish, Finnish, Norwegian or Swedish Maritime Code (together "the Codes") compulsorily applies to the Carriage then Hague-Visby Rules shall be construed as meaning whichever of the aforementioned Codes has compulsory application to the Carriage.

"Merchant" includes the shipper, receiver, consignor, consignee, and holder of any document evidencing title to the Carriage and the owner of the goods and any person having a legitimate interest in the goods and anyone acting on behalf of any or all of the above mentioned persons.

"Multimodal Transport" arises if the Carriage is not Port-to-Port or Gate-to-Gate.

"Port-to-Port" means a Carriage where the Carrier has agreed to undertake sea carriage of the Goods to tackle only. Where none of the Codes apply compulsorily. A Carriage shall be deemed to be Port-to-Port unless specifically agreed otherwise.

"Terms & Conditions" means the provisions of this contract.

2 Tariff

The terms of the Tariff applicable at the date of shipment are incorporated herein. Copies of the relevant provisions of the Tariff are available from the Carrier upon request. In the event of inconsistency between these Terms & Conditions and the Tariff, the former shall prevail.

3 Freight

1 Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods. Freight and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered. Interest at 2 per cent per month compounded from the date of mandatory notifications, at such other rate that is compulsorily applicable, shall run from the date when freight and charges are due.

2 The Merchant’s attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rates of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable then the following clause shall apply:

If the currency in which freight and charges are quoted is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the Contract of Carriage and the date when the freight and charges are payable, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

In case the Carrier has consented to payment in another currency than the above mentioned currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for bankers’ sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight and charges are paid, the rate to be used will be the one in force on the last day when the banks were open.

3 In the event of increase in price for bunkers, fuel and/or other hydrocarbon oils, freight rates, insurance, currency as well as other general and local charges, the Merchant, in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

4 For the purpose of levying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

5 If the particulars supplied by or on behalf of the Merchant are incorrect, it is agreed that the sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable.

6 The Shipper shall be liable for the payment of all freight, charges and demurrage etc. payable at destination, which the Carrier cannot obtain from the receiver.

7 All charges shall be paid without any set-off, counter claim, deduction or stay of execution whatsoever.

4 Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums of whatsoever kind and nature due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering any property from any of the parties included in the term Merchant.

5 Inspection of Articles of Transport

The Carrier is entitled, but not obliged, to open, at any time, any Article of Transport consolidated and prepared for conveyance by the Merchant in order to inspect such Article of Transport and its contents for the purposes of Clauses 19 and 20 (1) a - c. If any Article of Transport, as aforesaid, is opened and/or inspected by any Customs or other Government Authority at any time, the costs and expenses of opening and/or inspection, as aforesaid, shall be for the Merchant’s account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections. The Merchant is obliged to correct at his risk and expense any inadequacy or defect found, failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant’s disposal at any place. In such case the Carrier is entitled to full freight and indemnification as described above in this Clause.

Methods and routes of Carriage

1 The Carrier is entitled, without prejudice to the Carrier, to perform the Carriage in any reasonable manner and by any reasonable means, methods and routes whatsoever.

2 In the event of carriage by sea, reasonable means, methods and routes includes, but is not limited to, vessels sailing with or without pilots, undergoing repairs, adjusting equipment, dry-docking and assisting vessels in all situations.

Sub-contracting

1 The Carrier shall be entitled to sub-contract on any terms whatsoever, the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

2 For the purpose of this interpretation of Carriage and subject to the provisions in these Terms & Conditions, the Carrier shall be responsible for the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage.
Carrier's Consolidation, Carriage of Articles of Transport on or under deck

1. Goods may be Consolidated by the Carrier in Articles of Transport.
2. Articles of Transport, whether Consolidated by the Carrier or received by the Carrier in Consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

Delivery

If the Merchant does not take delivery of the Goods within 14 days after the Carrier calls upon him or his agents so to do, the Carrier shall, without prejudice to the Merchant, be at liberty to store the Goods on behalf of the Merchant and at the Merchant’s sole risk and expense. Subject, if required, to the lien provisions of clause 4 hereof. Such storage may constitute delivery for the purposes of clauses 13 to 16 of these Terms & Conditions and the liability of the Carrier in respect of the goods stored shall wholly cease. The costs of such storage, if paid by the Carrier or any agent or sub-contractor of the Carrier, shall be paid, on demand, by the Merchant to the Carrier.

Matters affecting performance

1. The Carrier shall use reasonable endeavours to complete the Carriage and to deliver the Goods at the place of delivery or the port of discharge.

2. If, at any time, the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, strike/lockout, difficulty or disadvantage of any kind whatsoever and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract the Carrier, whether or not the Carriage has commenced, may elect to:
   a) treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant’s disposal at any place at which the Carrier shall deem safe and convenient; or
   b) deliver the Goods at the place of delivery or the port of discharge.

   In any event the Carrier shall be entitled to full Charges for any Goods received for Carriage and additional charges for extra costs resulting from the circumstances referred to above.

Heavy Lifts

All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted to or on or affreightment at the quayside or on the Vessel to be for the Merchant’s account.

Time bar and Notice of loss

All liability whatsoever of the Carrier shall cease unless suit is brought within:

a) in respect of Multimodal Transport - 9 months, or
b) in respect of Port-to-Port or Gate-to-Gate Carriage - 12 months after delivery of the Goods or the date when the Goods should have been delivered.

If loss or damage to the Goods is apparent then notice of the loss or damage, and the general nature of it, shall be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods or, if the loss or damage is not apparent, within three consecutive days thereafter, failing which, the removal of the Goods into the custody of the person entitled to deliver thereof shall be prima facie evidence of the delivery by the Carrier of the Goods in the same condition as received by the Carrier.

Carrier’s Liability for Loss of or Damage to the Goods

1. Port-to-Port or Gate-to-Gate

Where the Carriage is Port to Port or Gate to Gate, then the liability of the Carrier for loss of or damage to the Goods occurring during the Carriage shall be determined in accordance with the Hague-Visby Rules.

2. Multimodal Transport

Where the Carriage is Multimodal Transport, then the liability of the Carrier for loss of or damage to the Goods occurring between the time when the Carrier receives the Goods into his charge and the time of delivery to the Merchant shall be determined as follows:

(a) Where the stage of the Carriage during which the loss occurred is not known, the Carrier shall be relieved from liability where such loss or damage was caused by:
   i. The wrongful act or neglect of the Merchant.
   ii. Compliance with the instructions of a person entitled to give them.
   iii. The lack of insufficiency or of defective condition of packing in the case of Goods which, by their nature, are liable to be damaged or to be damaged when not packed or when not properly packed.
   iv. Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.
   vi. Insufficiency of marks or numbers on the Goods.
   vii. Strikes or lockouts or stoppages or restraints of labour from whatsoever cause whether partial or general.
   viii. Fire, unless caused by the actual fault or privity of the Carrier.
   ix. Act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship.
   x. Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

(b) Where under sub-clause (a) above the Carrier is not under any liability for loss or damage caused by one or more of the causes, events or occurrences, he shall only be liable to the extent that those causes, events or occurrences for which he is liable under this clause have contributed to the loss or damage. The burden of proving that the loss or damage was due to one or more of the causes, events or occurrences specified in (1), (2) and (8) of sub-clause (a) above shall rest upon the Carrier. When the Carrier establishes that in circumstances of the case, the loss or damage could be attributed to one or more of the causes, events or occurrences specified in (3) to (7) of sub-clause (a), it shall be presumed that it was so caused. The Carrier shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes, events or occurrences.

(c) Where the stage of the Carriage during which the loss occurred is known, the liability of the Carrier shall be determined in accordance with the provisions contained in any international convention or national law which provides:
   (1) cannot be departed from by private contract to the detriment of the Claimant; and
   (2) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a Bill of Lading or any particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier’s liability extend to live animals and/or Goods that are stated to be carried on deck and are so carried.

(d) If no international convention or national law would apply by virtue of (c) above then, notwithstanding that the stage of the Carriage during which the loss occurred is known, the Carrier’s liability if any for loss or damage to cargo shall be determined in accordance with (a)(b)(c) above.

3. Subject to any national law that applies by compulsory application, if the Hague-Visby Rules apply to the Carriage the Carrier shall not be liable for loss, damage or delay in delivery resulting from or arising out of the carriage of (a) live animals and/or (b) deck cargo stated to be carried on deck in any document evidencing the contract of carriage and actually carried on deck, whether caused by unseaworthiness or negligence or any other cause whatsoever.

If the Hague-Visby Rules or any other convention or national law applies by compulsory application to the Carriage then any provision in these Terms & Conditions that deviates from the Hague-Visby Rules will be null and void to the extent that it deviates, directly or indirectly from the Hague-Visby Rules but the nullity of such a provision does not affect the validity of the other provisions within these Terms & Conditions.

Carriers’ Liability for Delay, Consequential Loss etc.

1. Times shown in timetables, sailing plans or elsewhere are approximate and not guaranteed. They are not considered to be part of this contract of carriage and the Carrier reserves its right to change these without notice to the Merchant.

2. The Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier should nevertheless be held legally liable for any direct, indirect, consequential or loss or delay caused by delay, then the Carrier’s liability shall be limited to the freight for the Carriage or the value of the Goods as determined in clause 16, whichever is the lower.

3. Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

Defences and Limits of Liability

1. Himalaya Clause and Indemnity: the Merchant undertakes that no claim or allegation arising in contract, bailment, tort or otherwise can be made against any servant, agent, or sub-contractor of the Carrier which imposes or attempts to impose upon any of them any vessel owned or chartered by them any liability whatsoever in connection with the Carriage or the Goods, whether or not arising out of negligence on the part of such person, and if any such claim or allegation shall nevertheless be made, to indemnify the Carrier against all consequential losses and damages (including the loss or delay occasioned by the foregoing, every such servant, agent, and sub-contractor shall have the benefit of all the terms in the Terms & Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier, including Clause 23 hereof, the Law & Jurisdiction clause, as if such Terms & Conditions (including Clause 23 hereof) were expressly for their benefit, and in entering into this contract the Carrier, to the extent of such Terms & Conditions, does so not only on its own part, but also as agent and trustee for such servants, agents and sub-contractors.

2. In any case the aggregate of all amounts recoverable from the Carrier and his servants, agents or sub-contractors, including stevedores and any of those referred to in sub-clause (ii) of Clause 7, shall in no case exceed the limits provided for in these Terms & Conditions.

The Amount of Compensation

1. Where the Carrier is liable for compensation in respect of loss or
damage to the Goods, such compensation shall be calculated by
reference to the value of such Goods at the place and time they
are delivered or should have been so delivered to the Merchant
in accordance with this contract of carriage.

2 The value of the Goods shall be fixed according to the current
commodity market prices or if none of such prices exist, then
according to the current market price of the Goods or, if there is no
commodity exchange price or current market price, by reference to the normal
value of the Goods of the same kind and quality.

3 If the Merchant, with the consent of the Carrier, has declared a value
for the Goods on any document evidencing the contract of carriage
then the amount declared value shall be substituted for the limits
otherwise set down in these Terms & Conditions.

4 If the Hague-Visby Rules apply pursuant to clause 13 above, the
Carrier's liability shall in no event exceed the amounts due under
the Hague-Visby Rules as calculated by the applicable national
law.

5 In Multimodal Transport, where the stage of carriage during which
the loss or damage occurred is not known, or is known but no inter-
national convention or national law applies or is applied in a way
that could be considered as compliant with the IMDG Code and any 
amendments as may be used by the carrier, the loss or damage
incurred by the Carrier, if such loss, damage or expenses incurred by the
Carrier, if such loss, damage or expenses incurred by the Carrier,
carrier, carrier, shall be substituted for the limits otherwise set down in
these Terms & Conditions.

17 Carrier’s Responsibility
Where the Carrier issues a document evidencing the Contract of
Carriage or provides a prima facie evidence of carriage of
the Goods as therein described in respect of the particulars which
the Carrier had reasonable means of checking. In respect of such
particulars the Carrier shall be deemed, and in the contrary shall not
be admissible when such document is a negotiable document that has been transferred to
a third party acting in good faith.

18 Merchant’s Responsibility
1 The Merchant shall be deemed to have guaranteed to the Carrier the
accuracy, at the time the Goods were taken in charge by the Carrier,
of the description and particulars of the Goods, including but not limited
to marks, numbers, quantity and weight, as furnished by the Merchant
and the Carrier shall indemnify the Carrier against any liabilities,
losses, damage, costs and expenses arising or resulting from any inaccuracies
in the description and particulars.

2 The Merchant shall defend, indemnify and hold harmless the Carrier
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 Carrier is not responsible.

2 Merchant shall ensure compliance with all applicable export control
and sanctions laws and regulations ("Export Laws") and warrants in particular that:
(i) neither Merchant, nor any holding company, agent, consignee,
consignor or any other third party directly contracted by Merchant for
the Carriage are listed on any applicable sanctions lists as a denied
or restricted party;
(ii) the transport of the Goods to their final destination, any known
derived from the under and end-use do not constitute a breach of any applicable
export Laws; and
(iii) Merchant has obtained all necessary permits, licenses or other
government authorizations required for the delivery of the Goods to
their final destination and end-use.

Merchant shall provide Carrier with all information, including permits
and licenses, required by applicable Export Laws to permit Carrier
to carry out the transport of the Goods to the final destination.
Carrier may decline to perform Carriage due to breaches or likely
delays or other unforeseen circumstances.

The Merchant shall indemnify Carrier for all charges, fines, penalties,
legal fees and all other costs arising from or in connection with the
Carriage due to the Merchant’s failure to comply with its obligations
under this clause 18.2.

Carrier will not be liable for any damages or delays due to actions or
inactions caused by measures taken in relation to this clause 18.2.

19 Dangerous & Marine Polluting Goods
1 The Merchant’s attention is drawn to the International Maritime
Dangerous Goods (IMDG) Code and any amendments as may be
in force at the time of carriage, and the information and special arrangements
required by the IMDG Code and packing note and other documents relating to the Dangerous &
Marine Polluting Goods that are required under the IMDG Code or any other
national regulations in force at the time of presentation of the Goods for
Carriage.

2 In Multimodal Transport, the European Agreement for the
International Carriage of Dangerous Goods by Road (ADR) and Annex
1 (RID) to the Act on Dangerous Goods of Road Carriage of Dangerous Goods by Rail
(CIM) or special arrangements made between the contracting parties
in respect hereof will apply to the appropriate leg.

Dangerous & Marine Polluting Goods must be removed from the port
of discharge as soon as is practicable unless specific permission has been
obtained for the Goods to remain in the port.

2 Dangerous & Marine Polluting Goods which have not been declared,
or declared incorrect or unknown to the Carrier, may subsequently become a risk to the method of transport, other cargoes
or the environment may be discharged, destroyed or be rendered
harmless and be disposed of by the Carrier, the costs and expenses used;
shall be at the Merchant’s risk and expense, except when General Average
is declared.

The Merchant shall be liable for any damage, loss and expense,
however caused, if the foregoing provisions, as applicable, are
not complied with and the Merchant shall indemnify the Carrier against
any liabilities, loss or damage. Costs and expenses used;
shall be at the Merchant’s risk and expense, except when General Average
is declared.

Merchant’s Consolidation, reefer and
heating machines

1 If an Article of Transport has not been Consolidated and prepared
for carriage by the Carrier, the Carrier shall, without prejudice to the
rights available to the Carrier under Clause 13 and 16 hereof, not be
liable for damaged, lost or destroyed Articles or for damage to or
loss of the Article of Transport itself and the Merchant shall indemnify
the Carrier for any loss, damage or expense incurred by the Carrier, if such
loss, damage or expenses incurred by the Carrier, if such
loss, damage or expenses incurred by the Carrier.

a) overloading, negligent or inadequate Consolidation, securing,
covering or locking of the Article of Transport;
b) the Goods being unsuitable for carriage in the Article of Transport
actually used;

c) the unsuitability or defective condition of the Article of Transport,
unless the Article of Transport has been supplied by the Carrier and
the unsuitability and/or defective condition would have been apparent
by reasonable means of checking at the time when the Carrier
accepted the Article of Transport for carriage.

2 The Carrier does not accept liability for the consequences of
maneuvering of refrigeration, heating, atmospheric control or other
equipment of whatsoever nature attached to, or forming part of, the
Article of Transport.

General Average
General Average shall be adjusted according to York - Antwerp
Rules 2016, at any port or place at the option of the Carrier whether
declared by the Carrier or a salvager or by the Underwriters of
that vessel, and in accordance with the Average and
the Average, received from the Underwriters, and in accordance with the
The Merchant undertakes, if so requested by the Carrier, to disclose
the CIF value of the Goods provided the Carrier notifies the Merchant within three months after receipt by the
Merchant of the Good of his intention to declare General Average.

No provisions may be brought before any other court unless the
parties expressly agree on both the choice of another court
or arbitration tribunal and the law to be then applicable.

22 Both-to-Blame Collision Clause
and New Jason Clause
The Both-to-Blame Collision Clause and New Jason Clause as adopted
by BIMCO are incorporated herein.

Law and Jurisdiction
These conditions are subject to Danish law.

Disputes arising under or in relation to the contract of carriage shall be
determined at the option of the claimant by the competent court at:

a) the principal place of business or, in the absence thereof, the
habitual residence of the Carrier;
b) the place where the contract of carriage was made provided the
Carrier has a place of business, branch or agency there through
which the contract of carriage was made; or

c) the place where the Goods were taken in charge by the Carrier or
the place designated for the delivery or the place where the Goods
were actually delivered.

No proceedings may be brought before any other court unless the
parties expressly agree on both the choice of another court
or arbitration tribunal and the law to be then applicable.

Carriage Governed by any of the Nordic Maritime
Codes
In so far the provisions of the Danish, Finnish, Norwegian or Swedish
Maritime Code are applicable to the carriage of Goods the
Carrier, if it is expressly stated that such carriage by sea is subject to the provisions of
the International Convention for the Uniformisation of Certain Rules of
Law relating to Bills of Lading, signed at Brussels on 21 December 1979 and that any term(s) or condition(s)
in these Terms & Conditions of Carriage or in the Contract of Carriage
deviating from the provisions of the Hague/Visby Rules or from the compulsory provisions of the Danish, Finnish, Norwegian or Swedish Maritime Code to the detriment of the Consignor, shipper or Consignee are null and void to the extent that it deviates, directly or indirectly, from the provisions of the Hague/Visby Rules or the applicable Danish, Finnish, Norwegian or Swedish Maritime Code. The nullity of such a term or condition does not affect the validity of the other terms or conditions of these Terms & Conditions of Carriage or of the Contract of Carriage.

With respect to live animals and deck cargo stated to be carried on deck in the Document evidencing the Contract of Carriage and actually carried on deck, in so far as the provisions of the Danish, Finnish, Norwegian or Swedish Maritime Codes are applicable to the carriage by sea, the Carrier is not liable for loss, damage or delay in delivery resulting from any special risk inherent in that kind of carriage.