s and only! . The terms a on written and for re r pamphlet upon w ns) authorities, anc ıt via e-mail or pan red by (customs) a be sent via e-r if required by (www.kingwood-logistics.hk or can b *smallest external packing unit, if and are available at of Lading. hereof and nal Bill of side her original I reverse out any o and reve on the face a Seawaybill w printed (ECB) / § conditions processing (with subject to the terms and I as a non-negotiable Express dealt wissued accepted and c document is is d instructions are a also apply if this o and i The goods conditions

Shipper		KINGWC Kingwood Logistics Ltd 20/F, The Octagon, 6 Sha Tsui Road Tuen Wan, N.T., Hong K	JOD I.	Container L Bill of Lac Express C for Combined or Port-to-Po non-negotiable unless	ding / argo Bill Transport rt Shipment
Consignee		Bill of Lading Number	:		
		No. of rider pages:			
Notify Party		PECEIVED the Goods or the	ho transportati	ion oquipment in an	parent good order
		RECEIVED the Goods or the transportation equipment in apparent good order and condition, except as otherwise indicated, to be transported, delivered or transhipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this Bill of Lading - contract.			
Also Notify (For M	erchant's reference only)	Delivery Agent			
Combined Transport - Place of Receipt	Pre-Carriage by		Port of Loadin	ng	
Vessel / Voyage-No.	Port of Discharge		Combined Transport - Place of Delivery		
Marks and Numbers No. / kind of packing	units* Description of Goods		Gross	Weight	Measurement

Above particulars as declared by shipper unless declared otherwise! OCEANFREIGHT and CHARGES No. of Original B(s)/L Freight Payable at PREPAID COLLECT Rates, Weight and / or Measurement subject to correction Service Type/Mode IN WITNESS WHEREOF, the Carrier by its agents has signed the number of original Bills of Lading as TOTAL AMOUNT DUE: stated above, all of the same tenor and date, one of which being accomplished, the others to stand void. Carrier assumes liability for_ Package(s) tendered by Merchant. PLACE AND DATE OF ISSUE:

NOTICE: The Laws and/or International Conventions applicable to Port-to-Port and/or Combined Transport Shipments are limiting by virtue and/or by incorporation into this Bill of Lading the Carrier's liability to certain amounts per Package or customary freight unit, unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight rate.

Declared Cargo Value:

If Merchant enters a value, Carrier's per Package limination of liability shall not apply and the ad valorem freight rate will be charged.

RECEIVED the Goods or the transportation equipment in apparent good order and condition, except as otherwise indicated, to be transported, delivered or transhipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this Bill of Lading - contract.

SHIPPED ON BOARD:

issued by:

as agents for and on behalf of KINGWOOD Logistics Ltd. (Carrier)

Überarbeitet: repro Datum: 11.08.2022 Datum: 11.08.2022 Druck: repro

KINGWOOD Container Line Bill of Lading Terms and Conditions operated by: Kingwood Logistics Ltd., 20/F, The Octagon, 6 Sha Tsui Road, Tuen Wan, N.T., Hong Kor timilations. excentions terms and conditions on the face and back hereof and agrees that all agreements or freight engagements

- 1.2
- General Provisions/Definitions
 "Carrier" means the Company stated on the front of this Bill of Lading (hereafter called "BL") as being the carrier and by which or for which his B'Ll is signed. "Agent" means the Company stated on the front of this B'Ll as bring the agent of "Agent" means the Company stated on the front of this B'Ll as bring the agent of "Merchant" includes and means the Shipper, the Consignee, the receiver, the holder of his Bill. the owner of the goods, 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 transport equipment (containers, trailers, wagons, refer or other special equipment, transportable tank, pallets, etc.) not supplied by or on behalf of the Carrier, irrespective of whether such properly is to be or is carried on or under deck. "Shipper" means the person who concludes the transport contract with the Carrier.
- 1.6
- "Shipper" was the person who concludes the transport contract with the Carrier.

 "Consignee" means the person entitled to receive the goods from the Carrier.

 "Consignee" means the whole of the transport operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

 "Port-to-Port shipment" arises only where the place of receipt and the place of delivery are not indicated on the front of this Bit. or if both are ports and the Bit. does not in the normisation of the place of receipt or the place of delivery are not indicated on the front of this Bit. or if both are ports and the Bit. does not in the normisation of the place of receipt or the place of delivery on the front hereof specify any place or spot within the area or the port so normisated.

 "Combined Transport" arises where the Carriage called for by his Bit. is not a substitute of the place of the place of the place and the place 1.9
- 1.10

- do not constitute a different mode of transport for the purposes of this B/L.

 Scope / Issuance

 By issuance of his B/L the Carrier

 undertakes to perform and/or to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this B/L.

 assumes liability as set out in these conditions.

 The Carrier may at any time and without notice to the Merchant carry the Goods by any means of transport and by any route or in any direction whatslowers, whether within or out of the most direct or place of discharge or in a direction contrary thereto or return to the original place and/or port of departure.

 Ioad and unload the Goods at any place, land or store them either on shore or afloat, transfer, tranship, reship or forward them at any place or port, drydock a wessel with or without cargo on board.

 The rights set out under Clause 2.1 may be invoked by the Carrier for any purpose whatsever including repairs, towing or being towed, saling with or without plicts, adjusting equipment or instruments, drydocking, and assisting vessels in all students. Anything done in accordance with Clause 2.1 or any delay arising therefrom is within the contractual carriage and not a deveation.

Time bar

3. Inne bar The Carrier shall, unless otherwise expressly agreed, be relieved of all liability under these conditions unless suit is brought within 9 months (unless mandatory law provides something different) after the discharge or deviewy of the Socials or the date when the Goods should have been delivered, whichever kind of transport applies as described in this BiL.

4. Warranty
The Merchant warrants that by agreeing to the terms hereof, he is or has the authority of or is the agent of the person owning or being entitled to possession of the Goods or any other person who has a present or future interest in the Goods.

Law and Jurisdiction
m or dispute under this B/L shall be determined by the law and courts of Hong secial Administrative Region of the People's Republic of China.

- Negotiability and Title to the Goods
 This BfL 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
 engotiable are created to the shall be received to be arrived to the Goods and the holder shall be
 entitled to receive or to transfer the Goods have the Goods as described in this BfL. However, profin to the contrary shall not be
 admissible when this BfL has been negotiated or transferred for valuable
 consideration to a third party acting in good falsh.

7. Sub-Contracting
The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, warehousing or carriage of the Goods and all duties undertaken by the Carrier in relation to the Goods.

- Exemptions and Immunities of Servants, Agents and other Sub-Contractors

 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 sevants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or directly or indirectly, is procured performed or undertaken, which imposes or contection with the Goods or the Carriage, unless otherwise agreed by Carrier. If any claim or allegation should nevertheless be made, the Merchant shall 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, as if such provisions were expressly for their benefit. In entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as agent and fursitee for such persons. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim of liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this BU.

- me (soods insofar as such claim or liability exceeds the Carrier's liability under his B/L.

 Methods and Routes of Transportation / Delivery
 The Carrier is entitled to perform the transport in any reasonable meaner and by any reasonable means, methods and routes.
 The Carrier reserves the right to determine whether Goods and livestock shall be carried or deck, on an open lorn, on an open trailway wagon.
 Goods, which are stated herein to be carried on deck or on open lorries, trailers or ralway wagon and livestock may be carried on deck, or an open lorny, on any open trailway wagon and livestock may be carried on deck, or an open lorny on any open trailway wagon.
 Goods, which are stated herein to be carried on deck or an open lorny, on any open trailway wagon and livestock with the carrier of loss or damage of whatsoever hatner, whether caused by unseaworthiness or negligence or any other cause whatsoever. This shall also apply for the carriage of containers, dect, on the part of the Carrier for loss or damage of whatsoever hatner, stark containers, etc.)
 The Carrier's altal have the right to deliver the Goods or part thereof at any time at any port or place designated by the Carrier and store the Goods at any such port or place designated by the Carrier and store the Goods at any such port or place designated by the Carrier and store the Goods are any such port or place designated by the Carrier and store the Goods are any such port or place designated by the Carrier and store the Goods are any such port or place to be such port of the Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorised by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge.

 If Goods are unclaimed by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods are unclaimed during a reasonable time or whenever in the Carrier's cotors and the Goods and the come of the course of the foods

- 9.5
- 9.6
- Merchant's expense.

 If the Goods are unclaimed during a reasonable time or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier ray, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

 The Carrier ray receive Goods in less than Full Container Load amounts and may in its absolute discretion, repact, transport and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any damages or costs attributable to such action or any revenues or contributions received.

Responsibility of the Carrier

Port-to-Port Shipment
When the Carriage called for by this document is a Port-to-Port Shipment.
When the Carriage called for by this document is a Port-to-Port Shipment, then
during any time when the Carrier has any responsibility by law or otherwise with
respect to the Cooks, the lability of the Carrier for loss of and damage to the
Cooks and the Carrier for loss of and damage to the
Cooks by Sea Act (1924), the US Carriage for Cooks by Sea Act (1936), the
Water Carriage of Cooks Act (1936) of Canada. In on such national law is
computorily applicable, then in accordance with the Hague Rules contained in
the International Convention for the Unification of Certain Rules relating to Bills of
Lading dated 25th August 1924, or the said Hague Rules as amended by the

- is, terms and conditions on the face and back hereof and agrees that all agreements or freig
 protocol (Hague Visby Ruse dated 1969) shall be computatively policiable to this contract.
 If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container
 If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container
 If the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of
 discharge, the liability of the Carrier shall be determined by the Hague Rules, or the Hague
 Visby Rules respectively as mentioned under Clause 10.1 here before or whether the loss or
 damage is provided to have occurred during the period of Carriage at sea or prior or
 subsequent thereto.

 The Carrier shall be liable for loss or damage to the Goods from the time when the Goods are
 loaded not to the time they are discharged from the ship.

 Bithed Transport

 The Carrier shall be liable for loss or damage to the Goods cocurring from the time when the
 The Carrier shall be liable for loss or damage to the Goods accurring from the time when the
 The Carrier shall be leaded for loss or damage to the Goods accurring from the time when the
 The Carrier shall be leaded for loss or damage to the Goods accurring from the time when the
 Description of the Carriage of the Goods accurring from the time when the
 Description of the Goods accurring the period of Liablity for any loss or damage if such loss or
 damage arise or be resulted from

 The Carrier shall be wasted to the Shipper or Gooriginee

 The Carrier shall be structured to the Person entitled to give them

 The Carrier shall be structured to the Person entitled to give them

 The Larrier are liable to wastege or to be damaged when not datequately) packed

 The Larrier are liable to wastege or to be damaged when not datequately) packed

 The Carriage or any other person acting to heland the Shipper or the Corsignee

 The Carriage or any other person acting to heland the Shipper or the Corsignee

 The Carriage or a

- diligence to make the vessel seavortry, properly to man, equip and supply the vessel or to make her fit and safe for the reception, carriage and preservation of the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods.

 3) a nuclear incident, if the operator of a nuclear installation or a person acting for him is lable for this damage under an applicable international convention or national law governing liabitly in respect of nuclear energy.

 k) any other cause or event which the Carrier could not avoid and the consequences where the control of the causing the loss or damage, at hall only be lable to the extent that those factors for which it is lable under this Clause have contributed to the loss or damage. The burden of proof that the loss or damage was due to one or more of the causes, or events, specified in Clause 10.4 shall rest upon the Carrier. When the Carrier establishes that in circumstances of the case, the loss or damage and use to one or more of the causes, or events, specified in Clause 10.4, it shall be presumed that it was to caused rether wholy or partly by one or more of these causes or events. Shall restrict the control of the causes of the case, the lable of the case, the lable of the case of the case, the lable of the case of the case, the lable of the case of the case of the lable of the case of the case, the lable of the case of the case, the lable of the case of the cas
- any illestrational convenience of reactions are well classified with the claimant, and could have applied if the Merchant had made a separate and direct contact with the Carrier in respect of the particular stage of transport where the obsor of damage occurred and received as evidence thereof any particular document which must be its can be of the particular stage of transport where the obsor of damage occurred, the not be proven where the loss or damage occurred, then the liability of the Carrier is limited according to the regulations and recluses 0.1.0 this Bfu.

If it can not be proven where the bas or damage occurred, then the liability of the Carrier is limited according to the regulations mentioned under clause 10.1 of this Bit.

Responsibility of the Merchant
The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars of the Weight, content, measure, quantity, quality, condition, marks, numbers value are correct. In case Carrier is responsible for transmitting to (customs) authorities in accordance with the respective authorities requirements information including, authorities in accordance with the respective authorities requirements information including, authorities that the carrier is responsible for transmitting to (customs) authorities and accordance with the respective authorities requirements information including, authorities in accordance with the respective authorities requirements information including, authorities in accordance with the respective authorities requirements information including, and the properties of the properties of the second particulars of the Goods, including but without limitation, the precise descriptions, marks, numbers, quantities, weight, seal number, identities of Shipper and Consignee and hazardous materials codes furnished by Merchant. The Merchant and Consignee and hazardous materials codes furnished by Merchant the correct and Merchant shall indemnity Carrier against all claims, penalties, losses or damages arising from delay or any inaccuracy. These regulations shall also apply, if Merchant tisel is an on-vessel-operating-common-carrier (NVCCC) and acts as co-loader who transmits itself the detailed information to the respective (customs) authorities.

The Merchant undertakes that the Coods are posed in a manner adequate to withstand the information and training and the properties of the content of the properties o

- 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 liegal, incorrect or insufficient by control of a suffered by reason thereof or by reason of any liegal, incorrect or insufficient by control of the control o

Delay, Consequential Loss

Carrier does not undertake that the Goods shall arrive at any place at any particular time. The rier shall in no circumstances be lable for any direct, indirect or consequential loss or damage sed by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. If extremely the consequential loss or damage caused by delay, such liability shall in no case exceed the first for the transport covered by this document.

13. 13.1

Matters affecting Performance

The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.

If at any time the performance of the contract as evidenced by this document is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by writue of Clauses 13.1 the Carrier has no duty to complete the performance of the contract, the Carrier may elect b:

text the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient or

or deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above

Limitation of itability

Assessment of compensation for loss or damage to the Goods shall be made by reference to
the value of such Goods at the place and time they are delivered to the Consignee or at the
place and time when, in accordance with this B/L, they should have been so delivered. In
case of partial loss and/or damage compensation shall be assessed on a pro rate bare.

t of the Goods are superseded by this Bill of Lading.

- The value of the Goods are superseded by this Bill of Lading.

 The value of the Goods shall be determined according to the current commodity wich ange prior or, if there is no such prior, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind and quantity.

 Unless otherwise stated by national or international law or convention mandatorily to be applied and with exception of Clause 108, the Carrier shall in no event be or become lable for any loss or damage to the Goods in an amount exceeding the equivalent of 666,67 SDR per package or unit or 2,00 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature or value of the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been taken in his charge, or the ad valorent freight rate paid, and such value is stated on the ISL, then such declared value shall be the limit of the Carrier shall be limited to an amount not exceeding 8,33 SDR per kilogram of gross weight of the Goods for damaged. Where the respective transport equipment is loaded with more than one package or unit, the packages or units enumerated in this BL as packed in such transport equipment shall be intended as one package or one unit. Except that shall be the current of the Carrier and amount greater than the actual loss to the Merchant. In case Carrier is lable for an amount of lability if it is proved that the loss or damage resulted from a personal actor ornission of the Carrier down with the intent to cause such bas, damage or delay, or recklessly and with knowledge that the loss or damage to the Goods have been an amount greater than the actual loss to the Merchant. In case such bas, damage or delay, or recklessly and with knowledge that the loss or damage to the Goods. Whether the such as or damage to the Goods is the probably result. The General and limits of
- 14.4

damage to the Goods, whether such action is founded in contract or in tort.

15. US-Clause

If this BL conse the Carriage of Goods to or from ports of the United States of America this BL shall be subject to United States Carriage of Goods by Sea Act (US COSSA), which shall be incorporated herein, and the provisions of said Act shall goven before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be invalid or unenforceability of any other part or term of this BLL. Special mention is made of Section 1304(5) of US COSSA provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this BLL. Special mention is made of Section 1304(5) of US COSSA provising that the Carrier's and/or the vessel's liability shall not exceed US\$ 500,-- per package or customary freight unit unless he nature and the value of the Goods have been declared, in which case Clause 14.3 applies. Neither the Carrier nor the Vessel's nor any participating Carrier(s) nor any third-party beneficiaries shall in any event be or become lable for any loss or damage to the Goods in a mount exceeding US\$ 500,-- per package lawful money of the United States or in the case of Goods not shopped in packages, per customary freight unit, unless the nature and value of the Goods have been declared in writing by the Merchant before shipment and the declared value with the applicable tariff.

- applicable tariff.

 Dangerous, hazardous or noxious Goods / Livestock
 If it appears at any time that any Goods or any part thereof cannot be carried safely, or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous, unstable or dangerous nature, shipped without full disclosure in writing to the Carrier place, thrown overhoard, destroyed or rendered innocuous without liability on the part of the Carrier or other Shippers or consignees, and, even if such disclosure be made, the Carrier may, without incurring any liability, make the same disposition of such Goods, if, in the opinion of the Carrier, they shall be or become dangerous or noxious to the Vessel or cargo, or to persons. The Merchant shall indemnify the Carrier for all sosses, damages (including, but not inimate to, profits and expenses related to the Carrier's inability to use its vessels and equipment), liabilities, lines civil penalise, and part by omission of full disclosure required by this clause or by applicable law or regulations or by its failure to property pack, liable, or mark such Goods. Goods to be carried on deck or not) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature aring during carriage by sea or inland waterway. The Merchant shall defend, indemnify and hold harmiess the carrier against all and any event access incurred for any reason in connection with carriage of livestock.

 Notice of Loss or Damage

17. Notice of Loss or Damage
Unless notice of loss or damage to the Goods and the general nature of it is given in writing to
the Carrier or the person acting on its behalf at the place of delivery before or at the time of the
removal of the Goods into the custody of the person entitled to delivery thereof, or if the loss or
damage is not apparent within three consecutive days thereafter such removal shall be prima
facile evidence of the delivery by the Carrier of the Goods as described in this document and the
Carrier shall be discharged from all liability in respect of loss or damage to the Coods.

18. Inspection of the Goods

The Carrier shall be entitled - but under no obligation - to open any transport equipment or other pockage or unit a tray time and to inspect the contents. If it appears that the transport equipment or any part of thereof cannot safely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport representations to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport in the carrier and the carrier and transport additional expenses and/or incur any reasonable additional expenses and/or start any place withis storage shall be deemed to constitute due delivery under this document. The Merchant shall indemnify the Carrier against any reasonable additional expense and against all liability bes or damage arting therefrom.

- Freight and Lien
 Freight shal be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event and non-returnable.

 The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tartific conditions, if no such stipulation as to devaluation exists or is applicable the following clause shall
 - contingencies relative to irregist and charges are quoted is devalued or re-valued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. When the Carrier has consented to payment in other currency than the above mentioned currency, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. When the Carrier has consented to payment in other currency than the above mentioned currency, then all freight and charges shall—subject to the preceding on the day when such freight and charges are paid. If the banks are closed on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open.

 For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of transport equipment inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it ris agreed that without prejudice to the rights of the Carrier (inspection of the Goods) a sum equal either to five times the difference between the correct freight base the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on this document as the freight payable.

 All drines taws and charges levied on the Goods and other expenses in connection.
- 19.3
- 19.6
- notwitistanding any other sum having been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant. Delivery and exchange fees at the port of destination are for account of the receivers. The Merchant ball reinburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, warlike operations, epidemics, strikes, government directions or force majeure. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general everage contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and any place in his sole discorted, whether the contractual carriage is completed or not. In any event any lien shall exerted to cover the cost of recovering any sums due and for that purpose the Carrier shall have he night to sell the Goods by public auction or private long, without notice to the Merchant. The Carrier is an examined to account the carrier shall survive delivery of the leady, without notice to the Merchant. The Carrier's fee and shall survive delivery of the loady.
- 19.7

- Miscellaneous Provisions
 General average shall be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules of 1974 (including amendment) his covering all Goods whether carried on or under dock. The New Jason Clause approved by BINCO (The Baltic and International Martime Council) is considered as incorporated into this BIL.
- 20.3
- 20.4
- 20.5
- approved by BIMCO (The Baltic and International Maritime Council) is considered as incorporated into this BIL. The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods. The Both-to-Blame Collision Clause as adopted by BIMCO is considered as incorporated into this BIL. Should any clause or part thereof of this document be found to be invalid, the validity of the remaining clauses or the remaining part of the defective clause shall be impaired. The invalid clause or part thereof shall be replaced by an effective clause or part thereof adopted as serving the purposes of the Carrier and the Merchant. No servant, employee or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorised or ratified in writing by the Carrier. 20.6